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STEPHANIE BOHRER, CLERK

BY KACEY SUTTON
DEPUTY

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Amanda Fazio (SBN 346350)
a.fazio@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff DONTE PICOU,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

DONTE PICOU, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

TRACY LOGISTICS LLC, an entity of
unknown form; and DOES 1 through 50,
inclusive

Defendants.

Case No. STK-CV-UOE-2023-0012043

CLASS ACTION

Assigned for All Purposes To:

Hon. Barbara Kronlund
Dept.: 10

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Recovery of Reporting Time Pay;
4. Meal-Period Liability Under Labor Code § 226.7;
5. Rest-Break Liability Under Labor Code § 226.7;
6. Failure to Pay Vacation Wages;
7. Failure to Comply with Labor Code § 245 *et seq.* and 246;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
10. Penalties Pursuant to Labor Code § 203;
11. Reimbursement of Necessary Expenditures Under Labor Code § 2802; and
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff DONTE PICOU, (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of Defendants,
3 and each of them, as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this action on behalf of himself and all similarly situated current and
6 former employees within the State of California who, at any time four (4) years prior to the filing of
7 this lawsuit, are or were employed as non-exempt hourly employees by Defendants TRACY
8 LOGISTICS LLC, an entity of unknown form, and DOES 1 through 50 (all defendants being
9 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them,
10 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
11 Commission (IWC), and California Business & Professions Code, and seeks redress.

12 2. Plaintiff is a resident of California and during the time period relevant to this
13 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
14 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
15 worked for Defendants in San Joaquin County and/or throughout California, and consistently
16 worked at Defendants’ behest without being paid all wages due. More specifically, Plaintiff and the
17 other similarly situated Class members were employed by Defendants and worked at Defendants’
18 offices and other facilities where the conduct giving rise to the allegations in this Class Action
19 Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants and (1)
20 shared similar job duties and responsibilities, (2) was subjected to the same policies and practices,
21 and (3) endured similar violations at the hands of Defendants as the other Employee Class members
22 who served in similar and related positions.

23 3. Defendants required Plaintiff and the Employees in the Class to perform work while
24 remaining under Defendants’ control before and after being on the clock for their daily work shift.
25 Defendants failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees
26 were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest
27 periods as required by the Labor Code.

28 / / /

THE PARTIES

A. The Plaintiff

4. Plaintiff DONTE PICOU has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California.

B. The Defendants

5. Defendant TRACY LOGISTICS LLC, ("TLL") is an entity of unknown form with its principle executive offices in Stockton, San Joaquin, and has been listed as the employer on the wage statements issued to Plaintiff during the relevant time period. TLL does not list a California address with the California Secretary of State, but upon information and belief, employs Plaintiff and the Class Members in California, including at Defendants' offices and facilities in San Joaquin, California, and throughout California and conducts business throughout California.

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

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

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1 incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by
2 paying a lower overtime rate than required.

3 10. In addition, Plaintiff, and other Class members, were required to work long
4 hours, usually 10-12 hours per work shift. Yet Defendants systematically failed to pay them for
5 all their hours worked. Employees were scheduled to work at least 4 days a week, and 10 hours
6 per day under an alternative workweek schedule. Plaintiff contends that Defendants failed to pay
7 Employees at the required overtime rate for all hours over eight in a shift, or over forty in a week,
8 which also impacted when he should have been paid at the double time rate and resulted in
9 underpayment of double time for those hours over twelve worked in a shift. Plaintiff contends
10 there was not an enforceable alternative work week election conducted for the facility, or if it
11 was, it was improperly conducted and/or reported to the DIR's Alternative Workweek Elections
12 Database. To the extent Plaintiff's facility and any other facilities in California were operating
13 under a similarly invalid or ineffectual alternative workweek election, Plaintiff and those
14 similarly situated Class members were not paid at least two hours of overtime premium wages on
15 every work shift for the hours between their eighth and tenth worked.

16 11. During the course of Plaintiff and the Class members' employment with
17 Defendants, they were not paid all wages they were owed, including for all work performed and
18 for all overtime hours worked, and they were forced to work during their meal and rest breaks to
19 keep labor budgets low.

20 12. As a matter of uniform Company policy, Plaintiff and the Class members were
21 required to work during their meal and rest breaks which were not compensated by Defendants in
22 violation of the California Labor Code. Plaintiff and the Class members were also not paid regular
23 wages and overtime for the time they were required to comply with other requirements imposed
24 upon them, which they had to complete while working through their meal and rest breaks and
25 without compensation. Additionally, Defendants by operating under invalid or unenforceable
26 alternative work week agreements leading to at least two hours of unpaid overtime premium wages
27 per shift, did not pay at the appropriate overtime rate for all such hours. As a result Plaintiff and
28 the Class members worked shifts over eight (8) hours in a day and over forty (40) hours in a work

1 week, but they were not paid at the appropriate overtime rate for all such hours, including by being
2 required to perform work duties and tasks without pay and while off-the-clock which caused
3 overtime to begin accruing before it did in Defendants' timekeeping and payroll systems. As a
4 result, Plaintiff and the Class members worked substantial overtime hours during their employment
5 with Defendants for which they were not compensated, in violation of the California Labor Code,
6 applicable IWC Wage Orders.

7 13. As a result of the above described daily work demands and pressures to work through
8 breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the Class
9 members were not properly paid for all wages earned and for all wages owed to them by Defendants,
10 including when working more than eight (8) hours in any given day and/or more than forty (40)
11 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
12 Class members incurred overtime hours worked for which they were not adequately and completely
13 compensated, in addition to the hours they were required to work off the clock. To the extent
14 applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5
15 times the regular rate for the first eight hours of the seventh consecutive work day in a week and
16 overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the
17 seventh consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

18 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
19 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
20 hours worked, and failing to pay minimum wage for all time worked as required by California Law.
21 Defendants also failed to pay Employees all wages due and owing because Defendants failed to pay
22 on-call or standby pay. Specifically, Defendants would contact Employees that they needed to be
23 located not too far from the job site. During this time, Employees were under Defendants' control
24 because they had to immediately report to work. However, they were not paid on-call or standby
25 pay. Upon information and belief, Employees were also required to be on-call and were not
26 compensated for on-call or standby pay.

27 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
28 continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees

1 overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours
2 a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve
3 (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage
4 Orders.

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

12 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
14 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
15 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
16 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
17 purposes of calculating sick pay. Therefore, during times when Plaintiff and Employees worked
18 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
19 nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than
20 required.

21 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
22 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
23 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
24 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
25 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
26 purposes of calculating vacation pay. Therefore, during times when Plaintiff and Employees worked
27 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
28 nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate

1 than required.

2 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
3 present, Defendants have consistently failed to provide Employees with paid duty-free rest breaks
4 of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor
5 did Defendant pay Employees premium pay for each day on which requisite rest breaks were not
6 provided or were deficiently provided at one hour of wages at each Employee's effective regular
7 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

8 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
9 continuing to the present, Defendants have consistently failed to provide Employees with timely,
10 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
11 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
12 wages based on proper regular rate calculations that included shift differentials, nondiscretionary
13 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
14 compensation of their Employees. Moreover, the wage statements given to Employees by
15 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
16 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
17 to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
18 and required Employees to engage in discovery and refer to outside sources to verify whether their
19 pay was correct and potentially resulting in a miscalculation by the Employees.

20 21. Additionally, from at least four (4) years prior to the filing of this lawsuit and
21 continuing to the present, Defendants' policies and practices required them to call in or show up to
22 work but not being paid half said Employees' usual or scheduled day's work in violation of California
23 law.

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

27 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the

1 performance of their job duties for Defendants including, but not limited to the costs of vehicle
2 maintenance, mileage, and fuel and cell phone usage and protective gear such as boots, gloves, and
3 other tools such as pens and knives which were necessary to perform their duties under Defendants'
4 employ which was used throughout the course of Employees' duties under Defendants' employ in
5 violation of Labor Code § 2802.

6 24. From at least four (4) years prior to filing this lawsuit and continuing to the present,
7 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at
8 the time of their termination of within seventy-two (72) hours of their resignation, as required by
9 California wage-and-hour laws.

10 25. Further, the facilities where Defendants required Plaintiff and the Employee Class
11 members to work were intolerably hot, and Plaintiff and upon information and belief the Employee
12 Class members were concerned that they would suffer from heat-related injuries during their work
13 shifts. Defendants' management would not permit doors to be opened for security reasons, and
14 provided only a few fans which only circulated hot air. Employees were not provided with
15 sufficiently hygienic water or hydration choices, and were either limited in their ability to bring their
16 own water through security screening or were required to store it in a communal refrigerator to keep
17 it cold, where water or any other food items left were often taken by other employees. By failing to
18 maintain temperatures providing reasonable comfort levels consistent with industry-wide standards
19 for the nature and process of the work performed, Defendants violated paragraph 15 of the
20 applicable IWC Wage Orders, and are entitled to civil penalties as appropriate.

21 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
22 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245 *et seq.*, 246,
23 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 1670.5,
24 2698, 2699, *et seq.*, and 2802, and applicable provisions of the IWC Wage Orders.

25 27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
26 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
27 enjoyed from their violations of Labor Code.

28 / / /

1 **CLASS ALLEGATIONS**

2 28. Plaintiff brings this class action on behalf of himself and all others similarly situated
3 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
4 “All individuals employed by Defendants, at any time within four (4) years of the filing of this
5 lawsuit, as non-exempt, hourly employees within the State of California.

6 29. Further, plaintiff seeks to represent the following Subclasses composed of and
7 defined as follows:

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

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

13 c. Subclass 3. Recovery of Reporting Time Pay. All Class members who were subject
14 to Defendants’ policy and/or practice of not compensating reporting time pay.

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

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

22 f. Subclass 6. Vacation Wages Subclass. All Class members who were not
23 compensated at the Employee’s regular rate of pay for their vacation wages.

24 g. Subclass 7. Sick Pay Subclass. All Class members who were not compensated at the
25 Employee’s regular rate of pay for their sick pay wage.

26 h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable
27 limitations period, were not provided with accurate itemized wage statements.

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1 i. Subclass 9. Payroll Records Subclass. All Class members who were subject to
2 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
3 California wage-and-hour laws.

4 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
5 applicable limitations period, either voluntarily or involuntarily separated from their employment
6 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
7 termination.

8 k. Subclass 11. Failure to Reimburse for Necessary Business Expenditures. All Class
9 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
10 the performance of Employees job duties for Defendants which were necessary to perform their
11 duties under Defendants' employ.

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

15 30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
16 the class description with greater particularity or further division into subclasses or limitation to
17 particular issues.

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

21 **A. Numerosity**

22 32. The potential members of the class as defined are so numerous that joinder of all the
23 member of the class is impracticable. While the precise number of class member has not been
24 determined at this time, Plaintiff is informed and believes that, during the time period relevant to
25 this lawsuit, Defendants employed more than 100 individuals within the State of California.

26 33. Accounting for employee turnover during the relevant time period increases this
27 number substantially. Plaintiff alleges that Defendants' employment records will provide
28 information as to the number and location of all class members.

1 **B. Commonality**

2 34. There are questions of law and fact common to the class that predominate over any
3 questions affecting only individual class members. These common questions of law and fact include:

- 4 a. Whether Defendants failed to pay Employees minimum wages;
5 b. Whether Defendants failed to pay Employees wages for all hours worked;
6 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
7 § 510;
8 d. Whether Defendants failed to pay Employees reporting time pay;
9 e. Whether Defendants failed to pay Employees vacation wages as required under
10 Labor Code § 227.3;
11 f. Whether Defendants failed to pay Employees sick pay as required under Labor Code
12 § 245;
13 g. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
14 Wage Orders, by failing to provide Employees with requisite meal periods or
15 premium pay in lieu thereof;
16 h. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
17 Orders, by failing to provide Employees with requisite rest breaks or premium pay
18 in lieu thereof;
19 i. Whether Defendants violated Labor Code § 226(a);
20 j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
21 k. Whether Defendants violated Labor Code § 203;
22 l. Whether Defendants failed to reimburse Employees for necessary business expenses;
23 m. Whether Defendants failed to keep accurate time and wage records;
24 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
25 o. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and
26 p. Whether Employees are entitled to equitable relief pursuant to Business and
27 Professions Code § 17200 *et seq.*

28 ///

1 **C. Typicality**

2 35. The claims of the named plaintiff are typical of those of the other Employees.
3 Employees all sustained injuries and damages arising out of and caused by Defendant's common
4 course of conducts in violation of statutes, as well as regulations that have the force and effect of
5 law, as alleged herein.

6 **D. Adequacy of Representation**

7 36. Plaintiff will fairly and adequately represent and protect the interest of Employees.
8 Counsel who represents Employees are experienced and competent in litigating employment class
9 actions.

10 **E. Superiority of Class Action**

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

16 38. Class action treatment will allow those persons similarly situated to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(Against All Defendants)**

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

24 40. Defendants failed to pay Employees minimum wages for all hours worked.
25 Defendants had a consistent policy of misstating Employees time records and failing to pay
26 Employees for all hours worked. Employees had to have their bags checked before clocking in, after
27 clocking, and during meal periods. Further, Employees were required to wait in line to clock in and
28 out to and from their shifts every day. Additionally, Employees had to answer phone calls from

1 Defendants' supervisors while Employees were off-the-clock. Moreover, Defendants did not pay
2 Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants' uniform
3 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class
4 as a whole, as a result of implementing a uniform policy and practice that denied accurate
5 compensation to Plaintiff and the other members of the Class as to minimum wage pay. In addition,
6 Defendants failed to compensate for all hours worked and at the applicable hourly rates, including
7 when operating under alternative workweek agreements. Defendants also failed to pay Employees
8 all wages due and owing because Defendants failed to pay on-call or standby pay. Specifically,
9 Defendants would contact Employees that they needed to be located not too far from the job site.
10 During this time, Employees were under Defendants' control because they had to immediately
11 report to work. However, they were not paid on-call or standby pay. Upon information and belief,
12 Employees were also required to be on-call and were not compensated for on-call or standby pay.

13 California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

14 The minimum wage for employees fixed by the commission is the
15 minimum wage to be paid to employees, and the payment of a less
16 wage than the minimum so fixed is unlawful.

16 41. The applicable minimum wages fixed by the commission for work during the
17 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore
18 entitled to double the minimum wage during the relevant period.

19 42. The minimum wage provisions of California Labor Code are enforceable by private
20 civil action pursuant to California Labor Code § 1194(a) which states:

21 Notwithstanding any agreement to work for a lesser wage, any
22 employee receiving less than the legal minimum wage or the legal
23 overtime compensation applicable to the employee is entitled to
24 recover in a civil action the unpaid balance of the full amount of this
25 minimum wage or overtime compensation, including interest
26 thereon, reasonable attorney's fees and costs of suit.

25 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
26 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

27 California Labor Code § 1194.2 also provides for the following remedies:
28 In any action under Section 1194 . . . to recover wages because of
 the payment of a wage less than the minimum wages fixed by an

order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

45. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

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

47. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock when Plaintiff and Employees were required to work during meal breaks, when they had their bags checked before clocking in, after clocking, and during meal periods, when Employees had to wait in line to clock in and out to and from their shifts every day, when Employees had to answer phone calls from Defendants' supervisors while Employees were off-the-clock and by operating under invalid or unenforceable alternative work week agreements leading to at least two hours of unpaid overtime premium wages per shift. Employees regularly worked over 8 hours on a given day without

1 receiving overtime compensation.

2 48. Furthermore, on information and belief, Defendants did not pay Plaintiff and
3 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
4 to an hourly wage, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
5 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
6 belief, Defendants failed to incorporate all remunerations, including shift differentials,
7 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
8 of the regular rate of pay for purposes of calculating the overtime wage rate.

9 49. Therefore, during times when Plaintiff and Employees worked overtime and
10 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
11 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

12 50. Employees have been damaged by these violations of California Labor Code §§ 204
13 and 510 (and the relevant orders of the Industrial Welfare Commission).

14 51. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
15 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
16 full amount of all their unpaid wages and overtime compensation, with interest, plus their
17 reasonable attorneys' fees and costs.

18 52. The forgoing uncompensated work caused Plaintiff and Employees to work in excess
19 of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to
20 overtime and double-time wages which were systemically denied.

21 53. Defendants' failure to pay compensation in a timely fashion also constituted a
22 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
23 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
24 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
25 compensation earned by Employees. Each such failure to make a timely payment of compensation
26 to Employees constitutes a separate violation of California Labor Code § 204.

27 54. Employees have been damaged by these violations of California Labor Code §§ 204
28 and 510 (and the relevant orders of the Industrial Welfare Commission).

1 55. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
2 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
3 full amount of all their unpaid wages and overtime compensation, with interest, plus their
4 reasonable attorneys' fees and costs.

5 **THIRD CAUSE OF ACTION**
6 **RECOVERY OF REPORTING TIME PAY**
7 **(Against All Defendants)**

8 56. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
9 full herein.

10 57. The IWC Wage Orders, require that reporting time pay be provided to any employee
11 who is required to report for work and does report, but is not put to work or is furnished less than
12 half said employee's usual or scheduled day's work.

13 58. Plaintiff is informed and believes and thereon alleges that all or substantially all of
14 Defendants' hourly paid employees are subject to Defendants' policies and practices requiring them
15 to call in or otherwise show up to work but not being paid half said Employees' usual or scheduled
16 day's work.

17 59. Therefore, Employees are owed the unpaid balance of said wages pursuant to the
18 Wage order according to proof at trial, Interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil
19 Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to
20 Labor Code § 558(a).

21 **FOURTH CAUSE OF ACTION**
22 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**
23 **(Against All Defendants)**

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

26 61. Employees regularly worked shifts greater than five (5) hours and greater than ten
27 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more
28 than five (5) hours without providing him or her with a meal period of not less than thirty (30)

1 minutes or for a shift of more than ten (10) hours without providing him or her with a second meal
2 period of not less than thirty (30) minutes.

3 62. Defendants failed to provide Employees with meal periods as required under the
4 Labor Code. Employees were consistently required to work through their meal periods which they
5 were consistently denied. Moreover, Defendants' policy of requiring that Employees undergo a bag
6 check after clocking out for lunch prevented Employees from taking compliant breaks. Employees
7 were also required to take meal periods after working well beyond the five (5) hour shifts.
8 Furthermore, Employees were regularly required to work for more than 10 hours in a given shift
9 without receiving a second uninterrupted thirty (30) minute meal period as required by law.

10 63. Moreover, Defendants failed to compensate Employees for each meal period not
11 provided or inadequately provided, as required under Labor Code § 226.7. Additionally, as
12 detailed above, when Defendants did pay meal period premiums, they did so at the normal regular
13 rate of pay without factoring in all forms or remuneration/compensation or by otherwise
14 incorrectly calculating the regular rate.

15 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
16 amount equal to one (1) hour of wages at their effective regular rates of pay for each meal period
17 not provided or deficiently provided, a sum to be proven at trial.

18 **FIFTH CAUSE OF ACTION**

19 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

20 **(Against All Defendants)**

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

23 66. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
24 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
25 not less than ten (10) minutes for each consecutive four (4) hour shift.

26 67. Defendants failed to provide Employees with timely rest breaks of not less than ten
27 (10) minutes for each consecutive four (4) hour shift.

28 68. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260

1 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and
2 relinquish any control over how employees spend their time.” Defendants did not allow Employees
3 to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered
4 [employees] by time and policy to a particular location” and therefore fails to relieve employees of
5 all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th at 269.

6 69. Moreover, Defendants did not compensate Employees with an additional hour of pay
7 at each Employee’s effective hourly rate for each day that Defendants failed to provide them with
8 adequate rest breaks, as required under Labor Code § 226.7. Additionally, as detailed above, when
9 Defendants did pay rest period premiums, they did so at the normal regular rate of pay without
10 factoring in all forms of remuneration/compensation or by otherwise incorrectly calculating the
11 regular rate.

12 70. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
13 amount equal to one (1) hour of wages at their effective regular rates of pay for each day worked
14 without the required rest breaks, a sum to be proven at trial.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO PAY VACATION WAGES**

17 **(Against All Defendants)**

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

20 72. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
21 employment policy provides for paid vacation and an employee is terminated without having taken
22 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
23 accordance with said contract of employment or policy respecting eligibility or time served.

24 73. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
25 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
26 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.
27 Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §
28 227.3.

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**

3 **(Against All Defendants)**

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

6 75. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
7 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
8 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
9 with the pay calculation under California Labor Code § 246(1).

10 76. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
11 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
12 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
13 calculating the amount of paid sick time due when sick time is used according to the requirements
14 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
15 rate, in violation of the law.

16 77. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
17 § 245 *et seq.* and §§ 245 *et seq.* and 246.

18 **EIGHTH CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE § 226(a)**

20 **(Against All Defendants)**

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

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

1 the employee these statements twice a month or each time wages are paid.

2 80. Defendants failed to provide Employees with accurate itemized wage statements in
3 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
4 Defendants, failed to include the above requirements enumerated above. Employees' wage
5 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed
6 to accurately set forth all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
8 The wage statements provided to Employees were confusing and required Employees to engage in
9 discovery and refer to outside sources to verify whether their pay was correct and potentially
10 resulting in a miscalculation by the Employees. Moreover, Defendants failed in their affirmative
11 obligation to keep accurate records of the correct overtime wages based on proper regular rate
12 calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or
13 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
14 Additionally, the wage statements given to Employees by Defendants failed to accurately account
15 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
16 Defendants knew or reasonably should have known were owed to Employees, as alleged
17 hereinabove.

18 81. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
19 Employees suffered injuries, including among other things confusion over whether they received all
20 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
21 them to make mathematical computations to analyze whether the wages paid in fact compensated
22 them correctly for all hours worked.

23 82. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the
24 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
25 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding
26 an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs
27 and reasonable attorneys' fees.

28 83. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil

1 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
2 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each
3 pay period.

4 84. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any
5 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
6 according to proof.

7 **NINTH CAUSE OF ACTION**
8 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
9 **AND 1174.5**

10 **(Against All Defendants)**

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

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

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

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

23 **TENTH CAUSE OF ACTION**
24 **VIOLATION OF LABOR CODE § 203**
25 **(Against All Defendants)**

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

28 90. Numerous Employees are no longer employed by Defendants; they either quit

1 Defendants' employ or were fired therefrom.

2 91. Defendants failed to pay these Employees all wages due and certain at the time of
3 termination or within seventy-two (72) hours of resignation.

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

6 93. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
7 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
8 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
9 to thirty (30) days from the date they were due.

10 **ELEVENTH CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

12 **IN VIOLATION OF LABOR CODE § 2802**

13 **(Against All Defendants)**

14 94. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
15 full herein.

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

19 96. Employees incurred necessary expenditures in the performance of their job duties for
20 Defendants, including the costs of vehicle maintenance, mileage, and fuel and cell phone usage and
21 protective gear such as boots, gloves, and other tools such as pens and knives which were necessary
22 to perform their duties under Defendants' employ. From four (4) years prior to the original filing of
23 this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees
24 for these necessarily incurred business expenses.

25 97. As a result of the unlawful acts of Defendants, Employees have been deprived of
26 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
27 plus interest and penalties thereon, attorneys' fees, and costs.

28 ///

1 **TWELFTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 99. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
7 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
8 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
9 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
10 meaning of Code of Civil Procedure § 1021.5.

11 100. Plaintiff is a “person” within the meaning of Business & Professions Code
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
13 relief, restitution, and other appropriate equitable relief.

14 101. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
15 practices.

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

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

104. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

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

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

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

THIRTEENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.

(Against All Defendants)

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

109. Plaintiff and Employees are aggrieved employees as defined under Labor Code §2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

110. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 1670.5, 2698, 2699, *et seq.*, and 2802.

111. The penalties shall be allocated as follows: 75% to the Labor and Workforce Development Agency (LWDA) and 25% to the affected employee.

112. Employees also seek any and all penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

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

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

113. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

114. Plaintiff has exhausted his administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on November 13, 2023. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the

1 letters.

2 **RELIEF REQUESTED**

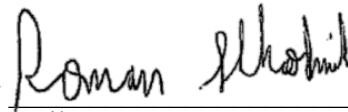
3 WHEREFORE, Plaintiff prays for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. For compensatory damages in the amount of the unpaid minimum wages for work
6 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
7 the filing of this action, as may be proven;
- 8 3. For liquidated damages in the amount equal to the unpaid minimum wage and
9 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 10 4. For compensatory damages in the amount of all unpaid wages, including overtime
11 and double-time pay, as may be proven;
- 12 5. For compensatory damages in the amount of the hourly wage made by Employees
13 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
14 years prior to the filing of this action, as may be proven;
- 15 6. For compensatory damages in the amount of the hourly wage made by Employees
16 for each day requisite rest breaks were not provided or were deficiently provided where no
17 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
18 be proven;
- 19 7. For recovery of the unpaid balance of the full amount of the reporting time pay due
20 pursuant to the applicable Wage Order as may be proven;
- 21 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 22 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
23 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 24 10. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 25 11. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 26 12. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven
- 27 13. For restitution for unfair competition pursuant to Business & Professions Code
28 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

- 1 14. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 2 15. For compensatory damages in the amount of all previously unreimbursed business
- 3 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
- 4 from four (4) years prior to the original filing of this action, as may be proven;
- 5 16. For an order enjoining Defendants and their agents, servants, and employees, and
- 6 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
- 7 duties adumbrated in this Complaint;
- 8 17. For all general, special, and incidental damages as may be proven;
- 9 18. For an award of pre-judgment and post-judgment interest;
- 10 19. For an award providing for the payment of the costs of this suit;
- 11 20. For an award of attorneys' fees; and
- 12 21. For such other and further relief as this Court may deem proper and just.

13
14 DATED: January 17, 2024

D.LAW, INC.

15
16 By 

17 Emil Davtyan
18 David Yermian
19 Roman Shkodnik
20 Amanda Fazio
21 Attorneys for Plaintiff
22 DONTE PICOU
23 and the putative class
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DATED: January 17, 2024

By 

 Emil Davtyan
 David Yeremian
 Roman Shkodnik
 Amanda Fazio
 Attorneys for Plaintiff
 DONTÉ PICOU
 and the putative class

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

Matthew C. Kane
mkane@bakerlaw.com
BAKER HOSTETLER
 11601 Wilshire Blvd., Suite 1400
 Los Angeles, CA 90025-0509

[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Natalia Bermudes
Natalia Bermudes