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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

BENJAMIN PICHARDO, on behalf of
himself and all others similarly situated, and
the general public,

Plaintiff,

v.

BREA TOWING SERVICE, LLC, a
California corporation; CALIFORNIA
ROADSIDE SERVICE, LLC, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2023-01361704-CU-OE-CXC

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Proper Sick Pay (Lab. Code § 246);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Failure to Indemnify (Lab. Code § 2802);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiffs BENJAMIN PICHARDO and JEFFREY CRAIG ALLEN (“Plaintiffs”), on behalf
2 of themselves, all others similarly situated, the State of California, and the general public, complain
3 and allege as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this class and representative action against Defendants BREA
6 TOWING SERVICE, LLC, a California corporation; CALIFORNIA ROADSIDE SERVICE, LLC,
7 a California corporation; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”)
8 for alleged violations of the California Labor Code and California Business and Professions Code.
9 As set forth below, Plaintiffs allege that Defendants have:

- 10 a. failed to pay them overtime wages at the correct rate;
- 11 b. failed to pay them double time wages at the correct rate;
- 12 c. failed to pay them overtime and/or double time wages by failing to include all
13 applicable remuneration in calculating the regular rate of pay;
- 14 d. failed to provide them with meal periods;
- 15 e. failed to provide them with rest periods;
- 16 f. failed to pay them premium wages for missed meal and rest periods;
- 17 g. failed to pay them proper sick time pay;
- 18 h. failed to provide them with accurate written wage statements;
- 19 i. failed to reimburse them with necessary business expenditures;
- 20 j. failed to pay them all their final wages following separation of employment.

21 Based on these alleged Labor Code violations, Plaintiffs now bring this class and
22 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
23 restitution, and related relief on behalf of themselves, all others similarly situated, and the general
24 public.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the monetary
27 damages and restitution sought by Plaintiffs from Defendants’ conduct exceeds the minimal
28 jurisdiction of the Superior Court of the State of California.

3. Venue is proper in the County of Orange pursuant to Code of Civil Procedure sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business and/or has an agent therein.

4. Venue is proper in Orange County because Defendants' have at all times alleged herein, conducted business in Orange County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff BENJAMIN PICHARDO is, and at all relevant times mentioned herein, has been an individual residing in the State of California.

6. Plaintiff JEFFREY CRAIG ALLEN is, and at all relevant times mentioned herein, has been an individual residing in the State of California.

7. Plaintiffs are informed and believe, and thereupon allege that Defendant BREAST TOWING SERVICE, LLC is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

8. Plaintiffs are informed and believe, and thereupon allege that Defendant CALIFORNIA ROADSIDE SERVICE, LLC is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

9. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiffs are informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiffs' alleged damages were proximately caused by these defendants, and each of them. Plaintiffs will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

10. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,

1 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
2 or all of the other defendants, and in doing the things alleged herein, were acting within the course
3 and scope of such relationship and with the full knowledge, consent, and ratification by such other
4 defendants.

5 11. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
6 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
7 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
8 and omissions alleged herein.

9 12. This action has been brought and may be maintained as a class action pursuant to Code
10 of Civil Procedure section 382 because there is a well-defined community of interest among the
11 persons who comprise the readily ascertainable classes defined below and because Plaintiffs are
12 unaware of any difficulties likely to be encountered in managing this case as a class action.

13 13. **Relevant Time Period:** The relevant time period is defined as the time period
14 beginning four years prior to the filing of this action until judgment is entered.

- 15 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
16 separately, and/or any staffing agencies and/or any other third parties in hourly or
17 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).
- 18 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
19 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 20 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
21 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 22 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
23 separated from their employment with Defendants during the period beginning
24 three years before the filing of this action and ending when final judgment is
entered.
- 25 e. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
26 time from four years prior to the filing of this action and ending on the date that
27 final judgment is entered in this action, worked for more than 30 days for
Defendants, and were not paid for at least one hour of sick time for every 30 hours
of work thereafter, or at least 3 days of sick time for every 12-month period of
employment.
- 28 f. **Wage Statement Class:** All persons employed by Defendants in California during

the period beginning one year before the filing of this action and ending when final judgment is entered.

g. **Expense Reimbursement Class**: All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

h. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class** members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

14. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

15. **Numerosity**: The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiffs do not currently know the exact number of class members, Plaintiffs are informed and believe, and thereupon allege that the actual number exceeds the minimum required for numerosity under California law.

16. **Commonality and Predominance**: Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These common questions include, but are not limited to:

- a. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- b. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- c. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal and rest periods at the appropriate rates of pay;
- d. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- e. Whether Defendants failed to pay proper sick time pay;
- f. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and

total hours worked;

- g. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- h. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- i. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- j. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

17. **Typicality:** Plaintiffs' claims are typical of the other class members' claims. Plaintiffs are informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

18. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives and have no interests that are adverse to, or otherwise conflict with, the interests of absent class members and are dedicated to vigorously prosecuting this action on their behalf. Plaintiffs will fairly and adequately represent and protect the interests of the other class members.

19. **Adequacy of Class Counsel:** Plaintiffs' counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiffs or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiffs and absent class members.

20. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a

1 class action will serve an important public interest by permitting class members to effectively pursue
2 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
3 or contradictory judgments inherent in individual litigation.

4 **GENERAL ALLEGATIONS**

5 21. Plaintiffs worked for Defendants as a non-exempt employee during the relevant and
6 statutory periods.

7 22. Defendants had a common policy and practice of systemically failing to pay Plaintiffs
8 and Class members proper wages and overtime for all hours worked, at the proper rates of pay. First,
9 Defendants implemented an unlawful time-rounding policy and practice which rounded down and
10 reduced the actual working hours recorded by Plaintiff and Class Members, and upon which their pay
11 was based, and generally did so to the detriment of the Plaintiff and Class Members, and these
12 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
13 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
14 Plaintiff and Class members only for the hours they were scheduled to work, rather than the hours
15 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
16 over time, to the detriment of the Plaintiff and Class members by systematically undercompensating
17 them.

18 23. Next, Plaintiffs and Class Members were consistently required to perform work, off-
19 the-clock, for which they were not paid wages. Specifically, Plaintiffs and Class Members were
20 systemically required to spend time after clocking out conducting work activities such as moving
21 trucks and securing the lot. Further, Defendants required Plaintiffs and Class Members to take drug
22 tests off-the-clock, which required filling out paperwork, transporting to the drug testing location, and
23 submitting to the test itself. Additionally, due to excessive workloads and shortage of staff, Plaintiff
24 and Class Members were required to work overtime in order to service customers outside of their
25 assigned territory. The foregoing and uncompensated time was under the direction and control of
26 Defendants, and Plaintiffs and Class Members were never paid wages for these activities.

27 24. This uncompensated time caused Plaintiffs and Class Members to work in excess of
28 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiffs

1 and Class Members to minimum and overtime wages, which they were systemically denied.

2 25. Defendants had a common policy and practice of systemically denying Plaintiffs and
3 Class Members the opportunity to take meal periods in compliance with the California Law.
4 Specifically, due to understaffing and heavy workloads, Plaintiffs and Class Members were denied
5 the opportunity to take timely, uninterrupted, and duty-free meal periods, of at least 30-minutes, prior
6 to the completion of their fifth hour of work or second meal periods before the tenth hour of work.
7 Furthermore, Plaintiffs and Class Members were not relieved of all work duties during unpaid meal
8 periods, were required to keep working during meal breaks, and were required to cut their meal
9 periods short in order to perform work-related duties. Plaintiffs and Class Members remained “on
10 call” during meal periods and were also required to carry tablets and personal cell phones in order to
11 respond to such calls.

12 26. Plaintiffs and Class Members were not provided with meal periods of at least thirty
13 (30) minutes for each five (5) hour work period due to (1) Defendants’ policy of not scheduling each
14 meal period as part of each work shift; (2) no formal written meal policy that encouraged employees
15 to take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
16 Defendants’ practice of requiring putative class members to continue working through their meal and
17 rest periods due to the excessive workload.

18 27. Defendants had a common policy and practice of systemically denying Plaintiffs and
19 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiffs
20 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
21 hour work period, or major fraction thereof, due to (1) Defendants’ policy of not scheduling each rest
22 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and
23 third rest breaks for shifts of ten (10) hours or more; (2) no formal compliant written rest period policy
24 that encouraged employees to take their rest periods, or that properly advised Plaintiff and Class
25 Members of their rest period rights; (3) Defendants’ policy and practice of requiring putative class
26 members to continue working through their rest breaks due to the excessive workload. Plaintiffs and
27 Class Members remained “on call” during rest periods and were also required to carry tablets and
28 personal cell phones in order to respond to such calls.

1 28. Furthermore, Defendants failed to pay Plaintiffs and Class Members premium pay
2 wages at their appropriate regular rates of pay for each meal and rest period denied.

3 29. Plaintiffs and Class Members were not provided with accurate wage statements as
4 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
5 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
6 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
7 Additionally, the wage statements issued to Plaintiffs and Class Members were not recorded in “ink
8 or other indelible form.”

9 30. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
10 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

11 31. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
12 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
13 not included.

14 32. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
15 were not accurately reflected in that: all hours worked, including overtime, were not included.

16 33. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
17 hourly rates in effect during the pay period and the corresponding number of hours worked at each
18 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
19 overtime, were not included.

20 34. Furthermore, Defendants failed to provide Plaintiffs and Class Members with paper
21 pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
22 Plaintiffs’ and Class Members’ wage statement were only provided in electronic format in violation
23 of Labor Code § 226.

24 35. Plaintiffs and Class Members were not reimbursed for business expenses incurred in
25 executing their duties under Defendant’s employ. Specifically, Plaintiffs and Class Members were
26 required to use personal transportation to conduct the mandatory drug testing, incurring expenses for
27 gasoline and other travel expenses. Further, Defendants required Plaintiffs and Class Members to
28 wear protective gear, including high visibility clothing, rain gear for winter, knee pads and gloves,

1 but did not provide this necessary gear to Plaintiffs and Class Members, who incurred costs
2 purchasing and maintaining them. Additionally, Defendants required Plaintiffs and Class Members
3 to use tools for their work, but did not provide tools to them, requiring Plaintiffs and Class Members
4 to incur costs buying, maintaining, and using their personal tool sets. Defendants also required
5 Plaintiffs and Class Members to use their personal cellular phones while fulfilling their
6 responsibilities at work, including contacting dispatchers and supervisors. Defendants never
7 reimbursed Plaintiffs and Class Members for these necessary work-related expenses.

8 36. Finally, Defendants had a common policy and practice of systemically failing to pay
9 Plaintiffs and Class Members the requisite sick time pay in accordance with California Law.
10 Specifically, Plaintiffs and Class Members worked for Defendants for more than 30 days, but were
11 not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for
12 every 12 month period of work.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PROVIDE MEAL PERIODS**

15 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

16 **(Plaintiff and Meal Period Sub-Class)**

17 37. Plaintiffs incorporate by reference the preceding paragraphs of the Complaint as if
18 fully alleged herein.

19 38. At all relevant times, Plaintiffs and the **Meal Period Sub-Class** members have been
20 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
21 Code and the applicable Industrial Welfare Commission Wage Order.

22 39. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
23 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
24 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
25 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
26 minutes for each work period of ten hours.

27 40. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
28 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work

1 during required meal periods and require employers to pay non-exempt employees an hour of
2 premium wages on each workday that the employee is not provided with the required meal period.

3 41. Compensation for missed meal periods constitutes wages within the meaning of Labor
4 Code section 200.

5 42. Labor Code section 1198 makes it unlawful to employ a person under conditions that
6 violate the applicable Wage Order.

7 43. Section 11 of the applicable Wage Order states:

8 No employer shall employ any person for a work period of more than
9 five (5) hours without a meal period of not less than 30 minutes, except
10 that when a work period of not more than six (6) hours will complete
11 the day's work the meal period may be waived by mutual consent of
12 the employer and employee. Unless the employee is relieved of all duty
13 during a 30 minute meal period, the meal period shall be considered an
14 'on duty' meal period and counted as time worked. An 'on duty' meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written
agreement between the parties an on-the-job paid meal period is agreed
to. The written agreement shall state that the employee may, in writing,
revoke the agreement at any time.

15 44. At all relevant times, Plaintiffs were not subject to a valid on-duty meal period
16 agreement. Plaintiffs are informed and believes that, at all relevant times, **Meal Period Sub-Class**
17 members were not subject to valid on-duty meal period agreements with Defendants.

18 45. Plaintiffs allege that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
20 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each
21 five (5) hour work period, as required by Labor Code section 512 and the applicable Wage Order.
22 Specifically, due to understaffing and heavy workloads, Plaintiffs and **Meal Period Sub-Class**
23 members were denied the opportunity to take timely, uninterrupted, and duty-free meal periods, of at
24 least 30-minutes, prior to the completion of their fifth hour of work or second meal periods before the
25 tenth hour of work. Furthermore, Plaintiffs and **Meal Period Sub-Class** members were not relieved
26 of all work duties during unpaid meal periods and were required to keep working during meal breaks,
27 and were required to cut their meal periods short in order to perform work-related duties.

28 46. Plaintiffs and **Meal Period Sub-Class** members were not provided with meal periods

1 of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
2 scheduling each meal period as part of each work shift; (2) no formal written meal policy that
3 encouraged employees to take their meal periods, or that advised **Meal Period Sub-Class** members
4 of their meal and rest period rights; and (3) Defendants' practice of requiring **Meal Period Sub-Class**
5 members to continue working through their meal and rest periods due to the excessive workload.
6 Plaintiffs and Class Members remained "on call" during meal periods and were also required to carry
7 tablets and personal cell phones in order to respond to such calls.

8 47. Plaintiffs allege that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
10 **Class** members when they worked five (5) hours without clocking out for any meal period.

11 48. Plaintiffs allege that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
13 **Period Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and
14 failed to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

15 49. Moreover, Defendants written policies fail to inform Meal period Class Members of
16 their meal period rights under the Labor Code and applicable Wage Orders.

17 50. At all relevant times, Defendants failed to pay Plaintiffs and the **Meal Period Sub-**
18 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
19 regular rates of pay when required meal periods were not provided.

20 51. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiffs, on behalf of
21 themselves and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages,
22 interest thereon, and costs of suit.

23 52. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
24 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
25 the **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

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28 ///

(Plaintiff and Rest Period Sub-Class)

53. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

54. At all relevant times, Plaintiffs and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

55. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

56. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

57. Compensation for missed rest periods constitutes wages within the meaning of Labor Code section 200.

58. Labor Code section 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

59. Plaintiffs allege that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or major fraction thereof, as required by the applicable Wage Order.

60. Plaintiffs and **Rest Period Sub-Class** members were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second

1 rest breaks for shifts of six (6) hours or more and third rest breaks for shifts of ten (10) hours or more;
2 (2) no formal compliant written rest period policy that encouraged employees to take their rest
3 periods, or that properly advised Plaintiffs and **Rest Period Sub-Class** members of their rest period
4 rights; (3) Defendants' policy and practice of requiring **Rest Period Sub-Class** members to continue
5 working through their rest breaks due to the excessive workload. Plaintiffs and Class Members
6 remained "on call" during rest periods and were also required to carry tablets and personal cell phones
7 in order to respond to such calls.

8 61. At all relevant times, Defendants failed to pay Plaintiffs and the **Rest Period Sub-**
9 **Class** members additional premium wages when required rest periods were not provided.

10 62. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiffs, on behalf of
11 themselves and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest
12 thereon, and costs of suit.

13 63. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
14 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
15 **Rest Period Sub-Class** members, seek to recover reasonable attorneys' fees.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

18 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

19 **(Plaintiff and Hourly Employee Class)**

20 64. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
21 herein.

22 65. At all relevant times, Plaintiffs and **Hourly Employee Class** members are or have
23 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
24 applicable Wage Order.

25 66. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
26 which an employee is subject to the control of the employer, and includes all the time the employee
27 is suffered or permitted to work, whether or not required to do so."

28 67. Section 4 of the applicable Wage Order requires an employer to pay non-exempt

1 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
2 that an employer has actual or constructive knowledge that employees are working.

3 68. Labor Code section 1194 invalidates any agreement between an employer and an
4 employee to work for less than the minimum or overtime wage required under the applicable Wage
5 Order.

6 69. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
7 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
8 to the underlying unpaid minimum wages and interest thereon.

9 70. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
10 than the minimum wage required under the applicable Wage Order for all hours worked during a
11 payroll period.

12 71. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
13 person acting either individually or as an officer, agent or employee of another person, to pay an
14 employee, or cause an employee to be paid, less than the applicable minimum wage.

15 72. Labor Code section 1198 makes it unlawful for employers to employ employees under
16 conditions that violate the applicable Wage Order.

17 73. Labor Code section 204 requires employers to pay non-exempt employees their earned
18 wages for the normal work period at least twice during each calendar month on days the employer
19 designates in advance and to pay non-exempt employees their earned wages for labor performed in
20 excess of the normal work period by no later than the next regular payday.

21 74. Labor Code section 223 makes it unlawful for employers to pay their employees lower
22 wages than required by contract or statute while purporting to pay them legal wages.

23 75. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
24 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
25 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
26 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
27 worked on the seventh consecutive day of one workweek.

28 76. Labor Code section 510 and Section 3 of the applicable Wage Order also require

1 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
2 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
3 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

4 77. Plaintiffs are informed and believes that, at all relevant times, Defendants have applied
5 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
6 working conditions and compensation arrangements.

7 78. At all relevant times, Defendants failed to pay hourly wages to Plaintiffs and **Hourly**
8 **Employee Class** members for all time worked, including but not limited to, overtime hours at
9 statutory and/or agreed rates.

10 79. Plaintiffs and **Hourly Employee Class** members were not paid proper wages and
11 overtime for all hours worked, at the proper rates of pay. Plaintiffs and **Hourly Employee Class**
12 members were consistently required to perform work, off-the-clock, for which they were not paid
13 wages. Specifically, Plaintiffs and **Hourly Employee Class** members were systemically required to
14 spend time after clocking out conducting work activities such as moving trucks and securing the lot.
15 Further, Defendants required Plaintiffs and **Hourly Employee Class** members to take drug tests off-
16 the-clock, which required filling out paperwork, transporting to the drug testing location, and
17 submitting to the test itself. Additionally, due to excessive workloads and shortage of staff, Plaintiff
18 and **Hourly Employee Class** members were required to work overtime in order to service customers
19 outside of their assigned territory. The foregoing and uncompensated time was under the direction
20 and control of Defendants, and Plaintiffs and **Hourly Employee Class** members were never paid
21 wages for these activities. This uncompensated time caused Plaintiffs and **Hourly Employee Class**
22 members to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours
23 a week, entitling Plaintiffs and **Hourly Employee Class** members to minimum and overtime wages,
24 which they were systemically denied.

25 80. As a result of Defendants' unlawful conduct, Plaintiffs and **Hourly Employee Class**
26 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
27 full amount of wages earned during each pay period during the applicable limitations period,
28 including overtime wages.

81. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiffs, on behalf of themselves and **Hourly Employee Class** members, seek to recover unpaid straight time and overtime wages, interest thereon and costs of suit.

82. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO PAY PROPER SICK PAY

(Lab. Code § 246)

(Plaintiff and Sick Pay Class)

83. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

84. Labor Code Section 246 affords an employee “who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

85. Additionally, Subsection (1) of Section 246 provides:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

86. Defendants had a common policy and practice of systemically failing to pay Plaintiffs and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiffs and **Sick Pay Class** Members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

87. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

88. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

89. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, 'copy' includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

90. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the

1 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
2 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
3 retains the right to elect to receive a written paper stub or record and that those who are provided with
4 electronic wage statements retain the ability to easily access the information and convert the electronic
5 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

6 91. Plaintiffs are informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants have failed to provide Plaintiffs and **Wage Statement Class**
8 members with written wage statements as described above. Additionally, the wage statements
9 issued to class members failed to account for the unpaid minimum wages, overtime, and premium
10 pay wages described above.

11 92. Furthermore, Defendants failed to provide Plaintiffs and **Wage Statement Class**
12 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
13 Opinion Letters. Plaintiffs’ and **Wage Statement Class** members’ wage statements were only
14 provided in electronic format in violation of Labor Code § 226.

15 93. Plaintiffs are informed and believes that Defendants’ failure to provide Plaintiffs and
16 **Wage Statement Class** members with accurate written wage statements was intentional in that
17 Defendants have the ability to provide them with accurate wage statements but have intentionally
18 provided them with written wage statements that Defendants have known do not comply with Labor
19 Code section 226(a).

20 94. Plaintiffs and **Wage Statement Class** members have suffered injuries, in that
21 Defendants have violated their legal rights to receive accurate wage statements and have misled them
22 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
23 statements has prevented immediate challenges to Defendants’ unlawful pay practices, has required
24 discovery and mathematical computations to determine the amount of wages owed, has caused
25 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
26 submission of inaccurate information about wages and deductions to federal and state government
27 agencies.

28 95. Pursuant to Labor Code section 226(e), Plaintiffs, on behalf of themselves and **Wage**

1 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
2 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
3 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
4 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

7 **(Lab. Code §§ 201-203)**

8 **(Plaintiff and Waiting Time Penalties Sub-Class)**

9 96. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 97. At all relevant times, Plaintiffs and **Waiting Time Penalties Sub-Class** members have
12 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
13 earned and unpaid before termination or resignation.

14 98. At all relevant times, pursuant to Labor Code section 201, employees who have been
15 discharged have been entitled to payment of all final wages immediately upon termination.

16 99. At all relevant times, pursuant to Labor Code section 202, employees who have
17 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
18 payment of all final wages at the time of resignation.

19 100. Plaintiffs are informed and believe that, at all relevant times during the applicable
20 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
21 members all their final wages in accordance with the Labor Code.

22 101. Plaintiffs are informed and believe that, at all relevant times during the applicable
23 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
24 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
25 sections 201 or 202 by failing to timely pay them all final wages.

26 102. Plaintiffs are informed and believe, and thereupon alleges that Defendants' failure to
27 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful
28 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201

1 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
2 requirements.

3 103. Pursuant to Labor Code sections 203 and 218.6, Plaintiffs, on behalf of themselves
4 and **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that
5 their final wages have first become due until paid, up to a maximum of thirty days, and interest
6 thereon.

7 104. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
8 and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Waiting Time Penalties**
9 **Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO INDEMNIFY**

12 **(Lab. Code § 2802)**

13 **(Plaintiff and Reimbursement Class)**

14 105. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
15 herein.

16 106. Labor Code section 2802(a) states:

17 An employer shall indemnify his or her employee for all necessary
18 expenditures or losses incurred by the employee in direct consequence
19 of the discharge of his or her duties, or of his or her obedience to the
20 directions of the employer, even though unlawful, unless the employee,
21 at the time of obeying the directions, believed them to be unlawful.

22 107. Plaintiffs and **Expense Reimbursement Class** members were not reimbursed for
23 business expenses incurred in executing their duties under Defendant's employ. Specifically,
24 Plaintiffs and **Expense Reimbursement Class** members were required to use personal transportation
25 to conduct the mandatory drug testing, incurring expenses for gasoline and other travel expenses.
26 Further, Defendants required Plaintiffs and **Expense Reimbursement Class** members to wear
27 protective gear, including high visibility clothing, rain gear for winter, knee pads and gloves, but did
28 not provide this necessary gear to Plaintiffs and **Expense Reimbursement Class** members, who
incurred costs purchasing and maintaining them. Additionally, Defendants required Plaintiffs and
Expense Reimbursement Class members to use tools for their work, but did not provide tools to

1 them, requiring Plaintiffs and **Expense Reimbursement Class** members to incur costs buying,
2 maintaining, and using their personal tool sets. Defendants also required Plaintiffs and **Expense**
3 **Reimbursement Class** to use their personal cellular phones while fulfilling their responsibilities at
4 work, including contacting dispatchers and supervisors. Defendants never reimbursed Plaintiff and
5 **Expense Reimbursement Class** members for these necessary work-related expenses.

6 108. Accordingly, Plaintiffs and **Expense Reimbursement Class** members are entitled to
7 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
8 the Complaint and until the date of entry of judgment.

9 109. Plaintiff, on behalf of themselves, and **Expense Reimbursement Class** members,
10 seek interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
11 and costs pursuant to Code of Civil Procedure section 1021.5.

12 **EIGHTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

15 **(Plaintiff and UCL Class)**

16 110. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
17 herein.

18 111. Business and Professions Code section 17200 defines "unfair competition" to include
19 any unlawful business practice.

20 112. Business and Professions Code sections 17203-17204 allow a person who has lost
21 money or property as a result of unfair competition to bring a class action in accordance with Code
22 of Civil Procedure section 382 to recover money or property that may have been acquired from
23 similarly situated persons by means of unfair competition.

24 113. California law requires employers to pay hourly, non-exempt employees for all hours
25 they are permitted or suffered to work, including hours that the employer knows or reasonable should
26 know that employees have worked.

27 114. Plaintiffs and the **UCL Class** members re-allege and incorporate the FIRST,
28 SECOND, THIRD, FOURTH, and SEVENTH causes of action herein.

1 115. Plaintiffs lost money or property as a result of the aforementioned unfair competition.

2 116. Defendants have or may have acquired money by means of unfair competition.

3 117. Plaintiffs are informed and believes, and thereupon alleges that by committing the
4 Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215,
5 216, 225, 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198,
6 1199, and 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the
7 violations alleged herein.

8 118. Defendants have committed criminal conduct through their policies and practices of,
9 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
10 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
11 proper sick time pay; and reimbursement for necessary business expenditures.

12 119. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
13 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
14 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
15 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
16 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
17 similarly situated persons in a class action proceeding.

18 120. As a result of Defendants' violations of the Labor Code during the applicable
19 limitations period, Plaintiffs have suffered an injury-in-fact and has lost money or property in the
20 form of earned wages. Specifically, Plaintiffs have lost money or property as a result of Defendants'
21 conduct.

22 121. Plaintiffs are informed and believe that other similarly situated persons have been
23 subject to the same unlawful policies or practices of Defendants.

24 122. Due to the unfair and unlawful business practices in violation of the Labor Code,
25 Defendants have gained a competitive advantage over other comparable companies doing business in
26 the State of California that comply with their legal obligations.

27 123. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
28 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act

1 violates or is considered unlawful under any other state or federal law.

2 124. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
3 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
4 Defendants, and each of them, and their agents and employees, from further violations of the Labor
5 Code and applicable Wage Orders.

6 125. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
7 request the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants,
8 and each of them, and their agents and employees, from further violations of the Labor Code and
9 applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks an order
10 permanently enjoining Defendants, and each of them, and their respective agents and employees,
11 from further violations of the Labor Code and applicable Industrial Welfare Commission Wage
12 Orders.

13 126. Pursuant to Business and Professions Code section 17203, Plaintiffs, on behalf of
14 themselves and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
15 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
16 and unfair business practices.

17 127. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
18 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover
19 reasonable attorneys' fees in connection with their unfair competition claims.

20 128. Pursuant to Business and Professions Code section 17203, Plaintiffs, on behalf of
21 themselves and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
22 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
23 and unfair business practices.

24 129. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
25 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover
26 reasonable attorneys' fees in connection with their unfair competition claims.

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1 **NINTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 130. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

5 131. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12,
7 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

8 132. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself
9 and other current and former employees, to bring a representative civil action to recover civil penalties
10 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
11 maintained as a class action pursuant to Code of Civil Procedure section 382.

12 133. Plaintiffs, former employees against whom Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, are aggrieved employees
14 within the meaning of Labor Code § 2699(c). Plaintiffs were employed by Defendants as non-exempt
15 hourly employees in California. Aggrieved Employees include all non-exempt hourly employees of
16 Defendants within the state of California from one year prior to the date of this letter and continuing
17 through the present (Plaintiffs and Aggrieved Employees are collectively referred to herein as
18 “Aggrieved Employees”)

19 134. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code
20 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
21 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiffs with any notice of an
22 intent to investigate.

23 135. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seek the following civil
24 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 246,
25 _____

26 ¹ Plaintiffs hereby reserve the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 2 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 246, 1174, 1194, 1198
3 and 2802, one hundred dollars (\$100) for each employee per pay period for
4 each initial violation and two hundred dollars (\$200) for each employee per
5 pay period for each subsequent violation (penalties set by Labor Code §
6 2699(f)(2));
- 7 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
8 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 9 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional, two
11 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
12 withheld from each employee, for each initial violation that was either willful
13 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
14 five percent (25%) of the amount unlawfully withheld from each employee,
15 for each subsequent violation, regardless of whether the subsequent violation
16 was either willful or intentional (penalties set by Labor Code § 210);
- 17 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
18 employee for each initial violation that was neither willful nor intentional, two
19 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
20 the amount unlawfully withheld from each employee, for each initial violation
21 that was either willful or intentional, and two hundred dollars (\$200) for each
22 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
23 from each employee, for each subsequent violation, regardless of whether the
24 subsequent violation was either willful or intentional (penalties set by Labor
25 Code § 225.5);
- 26 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
27 citation, two hundred and fifty dollars (\$250) for each employee for each
28 violation. Alternatively, if an initial citation or its equivalent occurred before

the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

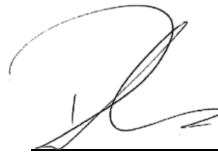
WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, the State of California, and the general public, pray for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiffs be appointed class representatives;
- c. An order that counsel for Plaintiffs be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Restitution;
- i. Declaratory relief;

- j. Pre-judgment interest;
- k. Statutory penalties;
- l. Civil penalties;
- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: April 19, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiffs BENJAMIN
PICHARDO, JEFFREY CRAIG ALLEN, and
the putative class

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs, on behalf of themselves, all other similarly situated, and the general public, hereby
3 demand a jury trial on all issues so triable.

4
5 Dated: April 19, 2024

D.LAW, INC.

6
7
8 

9 Emil Davtyan
10 David Yeremian
11 David Keledjian
12 David Arakelyan
13 Attorneys for Plaintiffs BENJAMIN
14 PICHARDO, JEFFREY CRAIG ALLEN, and
15 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.

Emma R. Horner
Roger Mansukhani
Maggie Diaz
Scott Kerr
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[] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

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

[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.

Executed on April 19, 2024, at Glendale, California.

Katheryn Perez