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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12
 13 TAYLOR ROBERT GRASS, on behalf of
 14 himself and all others similarly situated, and
 the general public,

15 *Plaintiff,*

16 v.

17 GRINGO VENTURES, LLC, a California
 18 corporation; DOS GRINGOS, LLC, a
 California corporation; THREE GRINGOS
 19 VENTURES, LLC, a California corporation;
 and DOES 1 through 50, inclusive,
 20

21 *Defendants.*

Case No.: 23STCV29643

Amended As a Matter of Right Pursuant to
 Labor Code Section 2699.3(a)(2)(C)

**FIRST 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 Reporting Time Wages;
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. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff TAYLOR ROBER GRASS (“Plaintiff”), on behalf of himself, all others similarly
2 situated, the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants GRINGO
5 VENTURES, LLC, a California corporation; DOS GRINGOS, LLC, a California corporation;
6 THREE GRINGOS VENTURES, LLC, a California corporation; and DOES 1 through 50, inclusive,
7 (collectively referred to as “Defendants”) for alleged violations of the California Labor Code and
8 California Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have:

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

19 Based on these alleged Labor Code violations, Plaintiff now brings this class and
20 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
21 restitution, and related relief on behalf of himself, all others similarly situated, and the general public.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the monetary
24 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
25 jurisdiction of the Superior Court of the State of California.

26 3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
27 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
28 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 Los Angeles County because Defendants' have at all times alleged herein, conducted business in Los Angeles County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff TAYLOR ROBERT GRASS is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant GRINGO VENTURES, LLC, is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that Defendant DOS GRINGOS, LLC, is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

8. Plaintiff is informed and believes, and thereupon alleges that Defendant THREE GRINGOS VENTURES, LLC, is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

9. Plaintiff is 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. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is 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 Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course

1 and scope of such relationship and with the full knowledge, consent, and ratification by such other
2 defendants.

3 11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
4 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
5 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
6 and omissions alleged herein.

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

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

- 13 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
14 separately, and/or any staffing agencies and/or any other third parties in hourly or
15 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”).
- 16 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
17 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.
- 18 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
19 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.
- 20 d. **Reporting Time Pay Sub-Class:** All **Hourly Employee Class** members who
21 were required to call in or otherwise show up to work without being paid half of
22 their usual or scheduled day's work from four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 23 e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
24 separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
entered.
- 25 f. **Wage Statement Class:** All persons employed by Defendants in California during
26 the period beginning one year before the filing of this action and ending when final
judgment is entered.
- 27 g. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
28 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

1 action.

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

5 15. **Numerosity:** The class members are so numerous that the individual joinder of each
6 individual class member is impractical. While Plaintiff does not currently know the exact number of
7 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
8 exceeds the minimum required for numerosity under California law.

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

- 12 a. Whether Defendants maintained a policy or practice of failing to provide
13 employees with their rest periods;
- 14 b. Whether Defendants maintained a policy or practice of failing to provide
15 employees with their meal periods;
- 16 c. Whether Defendants failed to pay premium wages to class members when they
17 have not been provided with meal and rest periods at the appropriate rates of pay;
- 18 d. Whether Defendants failed to pay minimum and/or overtime wages to class
19 members for all time worked;
- 20 e. Whether Defendants maintained a policy or practice of failing to pay proper
21 reporting time pay;
- 22 f. Whether Defendants failed to provide class members with accurate written wage
23 statements as a result of providing them with written wage statements with
24 inaccurate entries for, among other things, amounts of gross and net wages, and
25 total hours worked;
- 26 g. Whether Defendants applied policies or practices that result in late and/or
27 incomplete final wage payments;
- 28 h. Whether Defendants are liable to class members for waiting time penalties under

Labor Code section 203; and

- i. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

17. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is 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:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff 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 class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

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GENERAL ALLEGATIONS

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

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

23. Next, Plaintiff and Class Members were also consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were systemically required to arrive to work early and undergo mandatory temperature checks prior to clocking in. Additionally, Plaintiff and Class Members were required to wait in long lines, off the clock, at the time clock machine, in order to clock in for the day as well as returning from unpaid meal periods, when such meal periods were taken.

24. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

25. This uncompensated time caused Plaintiff and Class Members to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff and Class Members to minimum and overtime wages, which they were systemically denied.

26. Defendants had a common policy and practice of systemically denying Plaintiff and Class Members the opportunity to take meal periods in compliance with the California Law. First, Plaintiff and Class Members worked shifts in excess of 5 and 6 hours a day, whilst being denied meal

1 periods entirely. Additionally, Plaintiff and Class Members were denied the opportunity to take full,
2 30-minute, meal periods to which they were entitled. Moreover, Plaintiff and Class Members were
3 denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work.
4 Also, the uncompensated pre-shift work duties, discussed herein, further delayed the Plaintiff and
5 Class Members' meal periods to commence after the completion of their fifth hour of work. Finally,
6 Plaintiff and Class Members' meal periods were systemically interrupted by having to wait in long
7 lines, at the time clock machine, in order to clock back in from meal periods, when such meal periods
8 were taken.

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

15 28. Defendants had a common policy and practice of systemically denying Plaintiff and
16 Class Members the opportunity to take rest periods in compliance with the California Law, including
17 third rest breaks when Plaintiff and Class members worked in excess of 10 hour a day. Plaintiff and
18 Class Members were not provided with rest periods of at least ten (10) minutes for each four (4) hour
19 work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
20 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
21 no formal compliant written rest period policy that encouraged employees to take their rest periods,
22 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
23 and practice of requiring putative class members to continue working through their rest breaks due to
24 the excessive workload.

25 29. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
26 wages at their appropriate regular rates of pay for each meal and rest period denied.

27 30. Defendants also had a common policy and practice of failing to pay Plaintiff and Class
28 Members all reporting time pay to which they were entitled under California Law. Specifically,

1 Plaintiff and Class Members were required to call in or otherwise show up to work without being paid
2 half of their usual or scheduled day's work.

3 31. Plaintiff 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 Plaintiff and Class Members were not recorded in “ink
8 or other indelible form.”

9 32. 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 33. 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 34. 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 35. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
17 issued to Plaintiff and Class Members failed to state “the name and address of the legal entity that is
18 the employer.”

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

23 37. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
24 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
25 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
26 of Labor Code § 226.

27 38. Defendants also failed to provide suitable seating to Aggrieved Employees (defined
28 *infra*). The operations at Defendants’ facilities allowed for the presence and use of a stool or seat by

1 Aggrieved Employees during the performance of their work duties. The nature of the effected job
2 positions can reasonably be accomplished while using a seat or stool. However, Defendants failed to
3 provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably
4 permitted sitting

5 39. Additionally, Labor Code § 1198 requires that “. . . the standard conditions of labor
6 fixed by the commission shall be the . . . standard conditions of labor for employees. The employment
7 of any employee . . . under conditions of labor prohibited by the order is unlawful.” Paragraph 15 of
8 the applicable IWC Wage Orders requires the following regarding the temperatures maintained at
9 employers' facilities within California: “(A) The temperature maintained in each work area shall
10 provide reasonable comfort consistent with industry-wide standards for the nature of the process and
11 the work performed...” Defendants also violated the Labor Code and Wage Orders by, upon
12 information and belief, failing to maintain reasonable temperatures throughout Defendants' facilities
13 and instead compelling employees to work in excessively hot work areas.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

18 40. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
19 fully alleged herein.

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

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

28 43. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare

Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

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

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

46. Section 11 of the applicable Wage Order states:

No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘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.

47. At all relevant times, Plaintiff was not subject to a valid on-duty meal period agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class** members were not subject to valid on-duty meal period agreements with Defendants.

48. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5) hour work period, as required by Labor Code section 512 and the applicable Wage Order. First, Plaintiff and **Meal Period Sub-Class** members worked shifts in excess of 5 and 6 hours a day, whilst being denied meal periods entirely. Additionally, Plaintiff and **Meal Period Sub-Class** members were denied the opportunity to take full, 30-minute, meal periods to which they were entitled. Moreover, Plaintiff and **Meal Period Sub-Class** members were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work. Also, the uncompensated pre-shift work duties, discussed herein, further delayed the Plaintiff and **Meal Period Sub-Class** members’

1 meal periods to commence after the completion of their fifth hour of work. Finally, Plaintiff **Meal**
2 **Period Sub-Class** members' meal periods were systemically interrupted by having to wait in long
3 lines, at the time clock machine, in order to clock back in from meal periods, when such meal periods
4 were taken.

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

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

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

14 52. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
15 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
16 regular rates of pay when required meal periods were not provided.

17 53. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
18 himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
19 thereon, and costs of suit.

20 54. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
21 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
22 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PROVIDE REST PERIODS**

25 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

26 **(Plaintiff and Rest Period Sub-Class)**

27 55. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
28 herein.

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

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

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

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

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

16 61. Plaintiff alleges that, at all relevant times during the applicable limitations period,
17 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
18 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
19 major fraction thereof, as required by the applicable Wage Order, including third rest breaks when
20 Plaintiff and **Rest Period Sub-Class** members worked in excess of 10 hour a day.

21 62. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
22 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
23 Defendants' policy of not scheduling each rest period as part of each work shift, including second
24 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
25 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**
26 members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest Period**
27 **Sub-Class** members to continue working through their rest breaks due to the excessive workload and
28 maintaining and monitoring their cellular phones during breaks.

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

64. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and costs of suit.

65. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

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

(Plaintiff and Hourly Employee Class)

66. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

69. Section 4 of the applicable Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

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

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

1 to the underlying unpaid minimum wages and interest thereon.

2 72. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
3 than the minimum wage required under the applicable Wage Order for all hours worked during a
4 payroll period.

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

8 74. Labor Code section 1198 makes it unlawful for employers to employ employees under
9 conditions that violate the applicable Wage Order.

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

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

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

21 78. Labor Code section 510 and Section 3 of the applicable Wage Order also require
22 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
23 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
24 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

25 79. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
26 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
27 working conditions and compensation arrangements.

28 80. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**

1 **Employee Class** members for all time worked, including but not limited to, overtime hours at
2 statutory and/or agreed rates.

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

14 82. Plaintiff and **Hourly Employee Class** members were consistently required to perform
15 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
16 **Class** members were systemically required to arrive to work early and undergo mandatory
17 temperature checks prior to clocking in. Additionally, Plaintiff and **Hourly Employee Class** members
18 were required to wait in long lines, off the clock, at the time clock machine, in order to clock in for
19 the day as well as returning from unpaid meal periods, when such meal periods were taken. The
20 forgoing and uncompensated working time was under the direction and control of Defendants, for
21 which no wages were paid.

22 83. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
23 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
24 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
25 they were systemically denied.

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

1 including overtime wages.

2 85. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
3 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
4 overtime wages, interest thereon and costs of suit.

5 86. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
6 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
7 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

8 **FOURTH CAUSE OF ACTION**

9 **RECOVERY OF REPORTING TIME PAY**

10 **(Plaintiff and Reporting Time Pay Sub-Class)**

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

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

16 89. Plaintiff is informed and believes and thereon alleges that all or substantially all the
17 **Reporting Time Pay Sub-Class** are subject to Defendants' policies and practices requiring them to
18 call in or otherwise show up to work but not being paid half said their usual or scheduled day's
19 work.

20 90. Therefore, **Reporting Time Pay Sub-Class** Members are owed the unpaid balance
21 of said wages pursuant to the Wage order according to proof at trial, Interest pursuant to Labor
22 Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and
23 costs and/or penalties pursuant to Labor Code § 558(a).

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FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

91. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

92. 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.

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

2 94. Plaintiff is informed and believes that, at all relevant times during the applicable
3 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
4 with written wage statements as described above. Additionally, the wage statements issued to class
5 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
6 described above.

7 95. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
8 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
9 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
10 provided in electronic format in violation of Labor Code § 226.

11 96. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
12 issues to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the
13 legal entity that is the employer."

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

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

27 99. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
28 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in

1 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
2 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
3 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

4 **SIXTH CAUSE OF ACTION**

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

6 **(Lab. Code §§ 201-203)**

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

8 100. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
9 herein.

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

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

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

18 104. Plaintiff is informed and believes that, at all relevant times during the applicable
19 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
20 members all their final wages in accordance with the Labor Code.

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

25 106. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
26 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful
27 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
28 and/or 202 but have intentionally adopted policies or practices that are incompatible with those

1 requirements.

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

5 108. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
6 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
7 **Class** members, seeks awards of reasonable attorneys' fees and costs.

8 **SEVENTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

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

11 **(Plaintiff and UCL Class)**

12 109. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
13 herein.

14 110. Business and Professions Code section 17200 defines "unfair competition" to include
15 any unlawful business practice.

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

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

23 113. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
24 THIRD, and FOURTH causes of action herein.

25 114. Plaintiff lost money or property as a result of the aforementioned unfair competition.

26 115. Defendants have or may have acquired money by means of unfair competition.

27 116. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
28 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,

1 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 as
2 well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
3 herein.

4 117. Defendants have committed criminal conduct through their policies and practices of,
5 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
6 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
7 and proper reporting time pay.

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

14 119. As a result of Defendants' violations of the Labor Code during the applicable
15 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
16 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

17 120. Plaintiff is informed and believes that other similarly situated persons have been
18 subject to the same unlawful policies or practices of Defendants.

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

22 122. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
23 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
24 violates or is considered unlawful under any other state or federal law.

25 123. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
26 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
27 Defendants, and each of them, and their agents and employees, from further violations of the Labor
28 Code and applicable Wage Orders.

1 124. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
2 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
3 Defendants, and each of them, and their agents and employees, from further violations of the Labor
4 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
5 an order permanently enjoining Defendants, and each of them, and their respective agents and
6 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
7 Wage Orders.

8 125. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
9 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
10 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
11 and unfair business practices.

12 126. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
13 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
14 reasonable attorneys' fees in connection with their unfair competition claims.

15 127. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
16 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
17 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
18 and unfair business practices.

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

22 **EIGHTH CAUSE OF ACTION**

23 **CIVIL PENALTIES**

24 **(Lab. Code §§ 2698, *et seq.*)**

25 129. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26 130. During the applicable limitations period, Defendants have violated Labor Code §§
27 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
28 ///

1 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*¹

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

6 132. Plaintiff, a former employee against whom Defendants committed one or more of the
7 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
8 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
9 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
10 Defendants within the state of California from one year prior to the date of this letter and continuing
11 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
12 “Aggrieved Employees”)

13 133. In addition to the issues various violations discussed in the forgoing causes action
14 above, Plaintiff also alleges that operations at Defendants’ facilities allowed for the presence and use
15 of a stool or seat by the Aggrieved Employees during the performance of their work duties. The nature
16 of the effected job positions can reasonably be accomplished while using a seat or stool. California
17 Labor Code § 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
18 be the . . . standard conditions of labor for employees. The employment of any employee . . . under
19 conditions of labor prohibited by the order is unlawful.” Paragraph (14)(A) of the applicable IWC
20 Wage Orders provides that “[a]ll working employees shall be provided with suitable seats when the
21 nature of the work reasonably permits the use of seats.” Paragraph 14(B) of the applicable IWC Wage
22 Orders provides that “[w]hen employees are not engaged in the active duties of their employment and
23 the nature of the work requires standing, an adequate number of suitable seats shall be placed in
24 reasonable proximity to the work area and employees shall be permitted to use such seats when it

25 _____
26 ¹ Plaintiff hereby reserves 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 does not interfere with the performance of their duties.

2 134. In violation of the applicable sections of the California Labor Code and the
3 requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees
4 suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants
5 knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were
6 entitled to sit when it did not interfere with the performance of their duties, and that Defendants did
7 not provide suitable seating and did not allow them to sit when it did not interfere with the
8 performance of their duties.

9 135. Furthermore, under Labor Code § 1198, "[t]he employment of any employee for
10 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
11 unlawful." Additionally, paragraph 15 of the applicable IWC Wage Orders requires the following
12 regarding the temperatures maintained at employers facilities within California: "(A) The temperature
13 maintained in each work area shall provide reasonable comfort consistent with industry-wide
14 standards for the nature of the process and the work performed. (B) If excessive heat or humidity is
15 created by the work process, the employer shall take all feasible means to reduce such excessive heat
16 or humidity to a degree providing reasonable comfort... (C) A temperature of not less than 68° shall
17 be maintained in the toilet rooms, resting rooms, and change rooms during hours of use. (D) Federal
18 and State energy guidelines shall prevail over any conflicting provision of this section." (See, e.g.,
19 Cal. Code Regs., tit. 8 § 11070(15), Cal. Code Regs., tit. 8, § 11090(15)). Further California Labor
20 Code § 6720 required the California Division of Occupational Safety and Health ("Cal/OSHA") to
21 propose an indoor heat illness standard by January 1 2019. Cal/OSH's draft standard applies its
22 proposed regulations to all indoor work areas where the temperature equals or exceeds 82° Fahrenheit
23 when employees are present. At times during the relevant time period Plaintiff and other workers
24 were subjected to excessive heat and or humidity resulting in temperatures equaling or exceeding 82°
25 F.

26 136. These practices and policies resulted in Defendants' failure to maintain temperature
27 providing reasonable comfort in violation of Labor Code §§ 1198 and 1199

28 137. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §

1 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
2 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
3 investigate.

4 138. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
5 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 510,
6 512, 1174, 1194, 1194.2, 1197, 1197.1, and 1198,

- 7 i. For violations of Labor Code §§ 201, 202, 203,.7, 1174, 1194, and 1198, one
8 hundred dollars (\$100) for each employee per pay period for each initial
9 violation and two hundred dollars (\$200) for each employee per pay period for
10 each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 11 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
12 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 13 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
14 employee for each initial violation that was neither willful nor intentional, two
15 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
16 withheld from each employee, for each initial violation that was either willful
17 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
18 five percent (25%) of the amount unlawfully withheld from each employee,
19 for each subsequent violation, regardless of whether the subsequent violation
20 was either willful or intentional (penalties set by Labor Code § 210);
- 21 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
22 employee for each initial violation that was neither willful nor intentional, two
23 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
24 the amount unlawfully withheld from each employee, for each initial violation
25 that was either willful or intentional, and two hundred dollars (\$200) for each
26 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
27 from each employee, for each subsequent violation, regardless of whether the
28 subsequent violation was either willful or intentional (penalties set by Labor

Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each 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, Plaintiff, on behalf of himself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;

- f. Liquidated damages;
- g. Restitution;
- h. Declaratory relief;
- i. Pre-judgment interest;
- j. Statutory penalties;
- k. Civil penalties;
- l. Costs of suit;
- m. Reasonable attorneys' fees; and
- n. Such other relief as the Court deems just and proper.

Dated: February 7, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
TAYLOR ROBERT GRASS, and the putative
class

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby
3 demands a jury trial on all issues so triable.

4
5 Dated: February 7, 2024

D.LAW, INC.

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7
8 

9 _____
10 Emil Davtyan
11 David Yeremian
12 David Keledjian
13 David Arakelyan
14 Attorneys for Plaintiff
15 TAYLOR ROBERT GRASS, and the putative
16 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.

Katherine Den Bleyker
Marla Markham
O'HAGAN MEYER LLP
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071
Phone: 213-647-0005
Email: KDenBleyker@ohaganmeyer.com
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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 February 7, 2024, at Glendale, California.

Jordan Floyd