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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

TEDDY LAWRENCE DREHER,
CUTRENIA M. SAXON, CURTISHA
HOLDEN, and LUKE PERRY on behalf of
themselves and all others similarly situated,
and the general public,

Plaintiff,

v.

CENTER FOR EMPLOYMENT
OPPORTUNITIES, INC., a New York
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 2;23-cv-02515-JDP

**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 Reporting Time Wages;
5. Failure to Pay Proper Sick Pay (Lab. Code § 246);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand (Lab. Code §§ 212 and 213);
9. Failure to Indemnify (Lab. Code § 2802);
10. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
11. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

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1 Plaintiffs TEDDY LAWRENCE DREHER, CUTRENIA M. SAXON, CURTISHA
2 HOLDEN, and LUKE PERRY (“Plaintiffs”), on behalf of themselves, all others similarly situated,
3 the State of California, and the general public, complain and allege as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this class and representative action against Defendants CENTER FOR
6 EMPLOYMENT OPPORTUNITIES, INC., a New York corporation; and DOES 1 through 50,
7 inclusive, (collectively referred to as “Defendants”) in the State of California for alleged violations
8 of the California Labor Code and California Business and Professions Code. As set forth below,
9 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 reporting time pay;
- 18 h. failed to pay them proper sick time pay;
- 19 i. failed to provide them with accurate written wage statements;
- 20 j. failed to pay wages due, negotiable and payable in cash on demand;
- 21 k. failed to reimburse them with necessary business expenditures; and
- 22 l. failed to pay them all of their final wages following separation of employment.

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

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1 **JURISDICTION AND VENUE**

2 2. This matter was removed by Defendant to this Court from the Sacramento County
3 Superior Court. Plaintiffs do not challenge the removal papers.

4 **PARTIES**

5 3. Plaintiff TEDDY LAWRENCE DREHER is, and at all relevant times mentioned
6 herein, has been an individual residing in the State of California.

7 4. Plaintiff CUTRENIA M. SAXON is, and at all relevant times mentioned herein, has
8 been an individual residing in the State of California.

9 5. Plaintiff CURTISHA HOLDEN is, and at all relevant times mentioned herein, has
10 been an individual residing in the State of California.

11 6. Plaintiff LUKE PERRY is, and at all relevant times mentioned herein, has been an
12 individual residing in the State of California.

13 7. Plaintiffs are informed and believe, and thereupon allege that Defendant CENTER
14 FOR EMPLOYMENT OPPORTUNITIES INC. is, and at all relevant times mentioned herein, a New
15 York corporation doing business in the State of California.

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

24 9. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
25 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
26 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
27 or all of the other defendants, and in doing the things alleged herein, were acting within the course
28 and scope of such relationship and with the full knowledge, consent and ratification by such other

1 defendants.

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

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

11 12. **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**
21 All **Hourly Employee Class** members who were required to call in or otherwise
22 show up to work without being paid half of 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
25 entered.
- 26 f. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
27 time from four years prior to the filing of this action and ending on the date that
final judgment is entered in this action, worked for more than 30 days for
28 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.

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- 2 g. **Wage Statement Class**: All persons employed by Defendants in California during
- 3 the period beginning one year before the filing of this action and ending when final
- 4 judgment is entered.
- 5 h. **Pay Card Class**: All persons employed by Defendants in California, who were
- 6 paid by pay card (or similar means) at any time during the **Relevant Time Period**.
- 7 i. **Expense Reimbursement Class**: All persons employed by Defendants in
- 8 California who incurred business expenses during the **Relevant Time Period**.
- 9 j. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class**
- 10 members employed by Defendants in California during the four years prior to the
- 11 filing of this action and ending on the date that final judgment is entered in this
- 12 action.

13 13. **Reservation of Rights**: Plaintiffs reserve the right to amend or modify the class

14 definitions with greater specificity, by further division into sub-classes and/or by limitation to

15 particular issues.

16 14. **Numerosity**: The class members are so numerous that the individual joinder of each

17 individual class member is impractical. While Plaintiffs do not currently know the exact number of

18 class members, Plaintiffs are informed and believe, and thereupon allege that the actual number

19 exceeds the minimum required for numerosity under California law.

20 15. **Commonality and Predominance**: Common questions of law and fact exist as to all

21 class members and predominate over any questions which affect only individual class members. The

22 common questions set forth above are numerous and substantial and stem from Defendants' policies

23 and/or practices applicable to each individual class member. These common questions include, but

24 are not limited to:

- 25 a. Whether Defendants maintained a policy or practice of failing to provide
- 26 employees with their rest periods;
- 27 b. Whether Defendants maintained a policy or practice of failing to provide
- 28 employees with their meal periods;
- a. 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 maintained a policy or practice of failing to pay proper reporting time pay;
- f. Whether Defendants failed to pay proper sick time pay;
- g. 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;
- h. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- i. Whether Defendants failed to pay wages due, negotiable and payable in cash on demand;
- j. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- k. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- l. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

16. **Typicality:** Plaintiffs' claims are typical of the other class members' claims. Plaintiffs are informed and believe 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.

17. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives in that they 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.

18. **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.

19. **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.

GENERAL ALLEGATIONS

20. Plaintiffs worked for Defendants as non-exempt employees during the relevant and statutory periods.

21. Plaintiff DREHER was employed by Defendants from approximately March 2022 to July 2022.

22. Plaintiff SAXON was employed by Defendants from approximately January 2024 to March 2024.

23. Plaintiff HOLDEN was employed by Defendants from approximately April 3, 2023, to July 27, 2023.

24. Plaintiff PERRY was employed by Defendants from approximately January 2023 to January 2024.

25. Defendants had a common policy and practice of systemically failing to pay Plaintiffs and Class members proper wages and overtime for all hours worked, at the proper rates of pay. First, Plaintiffs and other non-exempt employees did not record their own time. Instead, Plaintiffs' supervisor asked for the log-in number from each employee and clocked employees into work using the supervisor's phone. Defendants' timekeeping policies/practices were not even-handed and have resulted in Plaintiffs and other non-exempt employees not being compensated for all hours worked.

1 Further, on occasions when Plaintiffs worked over eight hours in a workday and/or forty hours in a
2 workweek, Defendants' timekeeping policies/practices deprived them of additional overtime wages
3 earned. Second, Defendants implemented an unlawful time-rounding policy and practice which
4 rounded down and reduced the actual working hours recorded by Plaintiffs and Class Members, and
5 upon which their pay was based, and generally did so to the detriment of the Plaintiffs and Class
6 Members, and these unlawfully rounded time entries were inputted into Defendants' payroll system
7 from which wage statements and payroll checks were created. Defendants did so with the ostensible
8 intent of paying Plaintiffs and Class members only for the hours they were scheduled to work, rather
9 than the hours they were actually under Defendants' control. Plaintiffs contend this policy is not
10 neutral and results, over time, to the detriment of the Plaintiffs and Class members by systematically
11 undercompensating them.

12 26. Next, Plaintiffs and Class Members were also consistently required to perform work,
13 off-the-clock, for which they were not paid wages. Specifically, Plaintiffs and Class Members were
14 systemically required to attend weekly training sessions, for which no wages were paid. Additionally,
15 Plaintiffs and Class Members were required to arrive at their pick-up locations prior to the start of
16 their scheduled shifts, and were dropped off at those same locations after they had clocked out.
17 Plaintiff and Class Members also clocked in later than their shift started due to the unavailability of
18 the iPad that Defendants required them to use to clock in and out of work. The forgoing and
19 uncompensated working time was under the direction and control of Defendants, for which no wages
20 were paid.

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

24 28. Defendants had a common policy and practice of systemically denying Plaintiffs and
25 Class Members the opportunity to take meal periods in compliance with the California Law.
26 Specifically, Plaintiffs and Class Members were prohibited from leaving the work premises during
27 meal periods, when such meal periods were taken. Additionally, due to understaffing and heavy
28 workloads, Plaintiffs and Class Members were denied the opportunity to take timely meal periods

1 prior to the completion of their fifth hour of work. Furthermore, Plaintiffs and Class Members were
2 not relieved of all work duties during unpaid meal periods and were required to keep working during
3 meal breaks. Plaintiffs and other non-exempt employees also did not record their own meal period
4 times. Instead, Plaintiffs' supervisor asked for the log-in number from each employee and clocked
5 employees in and out for meal periods using the supervisor's phone, resulting in late, short, and
6 missed meal periods. Plaintiffs were also never provided with meal periods that were a full 30 minutes
7 of "net rest" in an area away from the work station that is appropriate for rest, which employers are
8 required by the Wage Order to maintain for their employees to use during their meal and rest periods.
9 Plaintiffs and other non-exempt employees were regularly taken by van to a grocery store, dropped
10 off, and required to return to the vehicle within 30 minutes, resulting in "net rest" of fewer than 30
11 minutes for meal periods.

12 29. 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 30. 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; (2)
23 no formal compliant written rest period policy that encouraged employees to take their rest periods,
24 or that properly advised Plaintiffs and Class Members of their rest period rights; (3) Defendants'
25 policy and practice of requiring Plaintiffs and Class Members to remain on the premises during their
26 rest breaks; (4) Defendants' policy and practice of requiring putative class members to continue
27 working through their rest breaks due to the excessive workload and having to keep, maintain, and
28 monitor their personal cellular phones, to respond to work-related messages during unpaid breaks.

1 31. 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 32. Defendants also had a common policy and practice of failing to pay Plaintiffs and
4 Class Members all reporting time pay to which they were entitled under California Law. Specifically,
5 Plaintiffs and Class Members were required to call in or otherwise show up to work without being
6 paid half of their usual or scheduled day's work.

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

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

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

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

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

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

28 39. Defendants failed to pay Plaintiffs and Class Members with an order, check, draft,

note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants issued pay cards to Plaintiffs and Class Members for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiffs and Class Members with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Plaintiffs and Class Members to incur fees to use, was not fully cashable, and not usable at all financial institutions.

40. Plaintiffs and Class Members were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiffs and Class Members were required to pay the costs of maintaining and cleaning their work gloves, safety vests, goggles, hard hats, boots, and various other safety gear all necessary to perform, their duties under Defendants' employ. Additionally, Plaintiffs and Class Members were required to use their personal cellular phones for business purposes. Plaintiffs and Class members were not reimbursed for these necessary work-related expenses.

41. Finally, Defendants had a common policy and practice of systemically failing to pay Plaintiffs and Class Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiffs and 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.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

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

(Plaintiffs and Meal Period Sub-Class)

42. Plaintiffs incorporate by reference the preceding paragraphs of the Complaint as if fully alleged herein.

43. At all relevant times, Plaintiffs and the **Meal Period Sub-Class** members have been non-exempt employees of Defendant entitled to the full meal period protections of both the Labor

1 Code and the applicable Industrial Welfare Commission Wage Order.

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

7 45. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
8 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
9 during required meal periods and require employers to pay non-exempt employees an hour of
10 premium wages on each workday that the employee is not provided with the required meal period.

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

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

15 48. Section 11 of the applicable Wage Order states:

16 “No employer shall employ any person for a work period of more than five (5) hours
17 without a meal period of not less than 30 minutes, except that when a work period of
18 not more than six (6) hours will complete the day’s work the meal period may be
19 waived by mutual consent of the employer and employee. Unless the employee is
20 relieved of all duty during a 30 minute meal period, the meal period shall be considered
21 an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall
22 be permitted only when the nature of the work prevents an employee from being
23 relieved of all duty and when by written agreement between the parties an on-the-job
24 paid meal period is agreed to. The written agreement shall state that the employee
25 may, in writing, revoke the agreement at any time.”

26 49. At all relevant times, Plaintiffs were not subject to a valid on-duty meal period
27 agreement. Plaintiffs are informed and believe that, at all relevant times, **Meal Period Sub-Class**
28 members were not subject to valid on-duty meal period agreements with Defendants.

29 50. Plaintiffs allege that, at all relevant times during the applicable limitations period,
30 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
31 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each
32 five (5) hour work period, as required by Labor Code section 512 and the applicable Wage Order.

1 Specifically, Plaintiffs and **Meal Period Sub-Class** Members were prohibited from leaving the work
2 premises during meal periods, when such meal periods were taken. Additionally, due to understaffing
3 and heavy workloads, Plaintiffs and **Meal Period Sub-Class** Members were denied the opportunity
4 to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Plaintiffs
5 and **Meal Period Sub-Class** Members were not relieved of all work duties during unpaid meal
6 periods.

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

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

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

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

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

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

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

58. 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.

59. 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 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

60. 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).

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

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

63. 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 uninterrupted minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

64. 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

58. 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.

59. 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 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

60. 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).

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

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

63. 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 uninterrupted minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

64. 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

59. 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 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

60. 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).

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

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

63. 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 uninterrupted minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

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

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

63. 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 uninterrupted minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

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64. 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

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

63. 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 uninterrupted minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

64. 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

63. 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 uninterrupted minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

64. 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

6 64. Plaintiffs and **Rest Period Sub-Class** members were not provided with rest periods of
7 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
8 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; (2) no formal compliant written rest period policy that
2 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**
3 members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest Period**
4 **Sub-Class** members to remain on the premises during their rest breaks; (4) Defendants' policy and
5 practice of requiring **Rest Period Sub-Class** members to continue working through their rest breaks
6 due to the excessive workload and maintaining and monitoring their cellular phones during breaks.

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

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

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

15 **THIRD CAUSE OF ACTION**

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

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

18 **(Plaintiffs and Hourly Employee Class)**

19 68. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
20 herein.

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

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

27 71. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
28 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours

1 that an employer has actual or constructive knowledge that employees are working.

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

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

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

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

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

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

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

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

27 80. Labor Code section 510 and Section 3 of the applicable Wage Order also require
28 employers to pay non-exempt employees overtime wages of no less than two times their respective

1 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
2 worked in excess of eight hours on a seventh consecutive workday during the workweek.

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

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

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

20 84. Plaintiffs and **Hourly Employee Class** members were consistently required to
21 perform work, off-the-clock for which they were not paid wages. Specifically, Plaintiffs and **Hourly**
22 **Employee Class** members were systemically required to attend weekly training sessions, for which
23 no wages were paid. Additionally, Plaintiffs and Class Members were required to arrive at their pick-
24 up locations prior to the start of their scheduled shifts, and were dropped off at those same locations
25 after they had clocked out. Plaintiff and Class Members also clocked in later than their shift started
26 due to the unavailability of the iPad that Defendants required them to use to clock in and out of work.
27 This uncompensated time caused Plaintiffs and **Hourly Employee Class** members to work in excess
28 of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiffs

1 and **Hourly Employee Class** members to minimum and overtime wages, which they were
2 systemically denied.

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

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

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

13 **FOURTH CAUSE OF ACTION**

14 **RECOVERY OF REPORTING TIME PAY**

15 **(Plaintiffs and Reporting Time Pay Sub-Class)**

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

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

21 90. Plaintiffs are informed and believe and thereon allege that all or substantially all of
22 the **Reporting Time Pay Sub-Class** are subject to Defendants' policies and practices requiring
23 them to call in or otherwise show up to work but not being paid half said their usual or scheduled
24 day's work.

25
26 91. Therefore, **Reporting Time Pay Sub-Class** Members are owed the unpaid balance
27 of said wages pursuant to the Wage order according to proof at trial, Interest pursuant to Labor
28 Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and

1 costs and/or penalties pursuant to Labor Code § 558(a).

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO PAY PROPER SICK PAY**

4 **(Lab. Code § 246)**

5 **(Plaintiffs and Sick Pay Class)**

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

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

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

18 95. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages
19 pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and
20 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties
21 pursuant to Labor Code § 558(a).

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

24 **(Lab. Code § 226)**

25 **(Plaintiffs and Wage Statement Penalties Sub-Class)**

26 96. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
27 herein.

28 97. Labor Code section 226(a) states:

1 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
2 his or her employee, either as a detachable part of the check, draft, or voucher paying
3 the employee’s wages, or separately if wages are paid by personal check or cash, an
4 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
5 worked by the employee, except as provided in subdivision (j), (3) the number of
6 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
7 rate basis, (4) all deductions, provided that all deductions made on written orders of
8 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
9 inclusive dates of the period for which the employee is paid, (7) the name of the
10 employee and only the last four digits of his or her social security number or an
11 employee identification number other than a social security number, (8) the name and
12 address of the legal entity that is the employer and, if the employer is a farm labor
13 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
14 legal entity that secured the services of the employer, and (9) all applicable hourly
15 rates in effect during the pay period and the corresponding number of hours worked at
16 each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
17 temporary services employer as defined in Section 201.3, the rate of pay and the total
18 hours worked for each temporary services assignment. The deductions made from
19 payment of wages shall be recorded in ink or other indelible form, properly dated,
20 showing the month, day, and year, and a copy of the statement and the record of the
21 deductions shall be kept on file by the employer for at least three years at the place of
22 employment or at a central location within the State of California. For purposes of
23 this subdivision, ‘copy’ includes a duplicate of the itemized statement provided to an
24 employee or a computer-generated record that accurately shows all of the information
25 required by this subdivision.”

26 98. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
27 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
28 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
statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

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

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

101. Plaintiffs are informed and believes that Defendants' failure to provide her and **Wage Statement Class** members with accurate written wage statements were intentional in that Defendants have the ability to provide them with accurate wage statements but have intentionally provided them with written wage statements that Defendants have known do not comply with Labor Code section 226(a).

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

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

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL FINAL WAGES

(Lab. Code §§ 201-203)

(Plaintiffs and Waiting Time Penalties Sub-Class)

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

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

106. At all relevant times, pursuant to Labor Code section 201, employees who have been

1 discharged have been entitled to payment of all final wages immediately upon termination.

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

5 108. Plaintiffs are informed and believe that, at all relevant time during the applicable
6 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
7 members all of their final wages in accordance with the Labor Code.

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

12 110. Plaintiffs are informed and believe and thereupon alleges that Defendants' failure to
13 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful
14 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
15 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
16 requirements.

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

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

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EIGHTH CAUSE OF ACTION
FAILURE TO PAY WAGES DUE, NEGOTIABLE AND PAYABLE IN CASH ON
DEMAND
(Lab. Code §§ 212 and 213)
(Plaintiffs and Pay Card Class)

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

114. Labor Code § 212 states that no employer “shall issue in payment of wages due” by “order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state.”

115. Defendants failed to pay Plaintiffs and **Pay Card Class** members with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants issued pay cards to Plaintiffs and **Pay Card Class** members for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiffs and **Pay Card Class** members with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Plaintiffs and **Pay Card Class** members to incur fees to use, was not fully cashable, and not usable at all financial institutions.

116. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs and **Pay Card Class** members in a civil action for damages and wages owed and for costs and attorneys' fees.

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1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code § 2802)**

4 **(Plaintiffs and Reimbursement Class)**

5 117. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 118. Labor Code section 2802(a) states:

8 “An employer shall indemnify his or her employee for all necessary expenditures or
9 losses incurred by the employee in direct consequence of the discharge of his or her
10 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.”

11 119. Plaintiffs and **Expense Reimbursement Class Members** were not reimbursed for
12 business expenses incurred in executing their duties under Defendant’s employ. Specifically,
13 Specifically, Plaintiffs and **Expense Reimbursement Class Members** were required to pay the costs
14 of maintaining and cleaning their work gloves, safety vests, goggles, hard hats, boots, and various
15 other safety gear all necessary to perform, their duties under Defendants’ employ. Plaintiffs and
16 **Expense Reimbursement Class Members** were not reimbursed for these necessary work-related
17 expenses.

18 120. Accordingly, Plaintiffs and **Expense Reimbursement Class** members are entitled to
19 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
20 Complaint and until the date of entry of judgment.

21 121. Plaintiff, on behalf of themselves, and **Expense Reimbursement Class** members,
22 seeks interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees
23 pursuant to Code of Civil Procedure section 1021.5.

24 **TENTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

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

27 **(Plaintiffs and UCL Class)**

28 122. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged

1 herein.

2 123. Business and Professions Code section 17200 defines “unfair competition” to include
3 any unlawful business practice.

4 124. Business and Professions Code section 17203-17204 allow a person who has lost
5 money or property as a result of unfair competition to bring a class action to recover money or
6 property that may have been acquired from similarly situated persons by means of unfair competition.

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

10 126. Plaintiffs and the **UCL Class** members re-allege and incorporate the FIRST,
11 SECOND, THIRD, FOURTH, FIFTH, and EIGHTH causes of action herein.

12 127. Plaintiffs lost money or property as a result of the aforementioned unfair competition.

13 128. Defendants have or may have acquired money by means of unfair competition.

14 129. Plaintiffs are informed and believes and thereupon alleges that by committing the
15 Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215,
16 216, 225, 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198,
17 and 1199, as well as applicable Wag Orders, which make it a misdemeanor to commit the violations
18 alleged herein.

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

23 131. Defendants’ unlawful conduct as alleged in this Complaint amounts to and constitutes
24 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
25 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
26 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
27 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
28 similarly situated persons in a class action proceeding.

1 132. As a result of Defendants’ violations of the Labor Code during the applicable
2 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
3 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants’ conduct.

4 133. Plaintiffs are informed and believes that other similarly situated persons have been
5 subject to the same unlawful policies or practices of Defendants.

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

9 135. California’s Unfair Competition Law (“UCL”) permits civil recovery and injunctive
10 for “any unlawful, unfair or fraudulent business act or practice,” including if a practice or act violates
11 or is considered unlawful under any other state or federal law.

12 136. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
13 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
14 Defendants, and each of them, and their agents and employees, from further violations of the Labor
15 Code and applicable Wage Orders.

16 137. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
17 request the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants,
18 and each of them, and their agents and employees, from further violations of the Labor Code and
19 applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an order
20 permanently enjoining Defendants, and each of them, and their respective agents and employees,
21 from further violations of the Labor Code and applicable Industrial Welfare Commission Wage
22 Orders.

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

27 139. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
28 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover

1 reasonable attorneys' fees in connection with their unfair competition claims.

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

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

9 **ELEVENTH CAUSE OF ACTION**

10 **CIVIL PENALTIES**

11 **(Lab. Code §§ 2698, *et seq.*)**

12 142. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

13 143. During the applicable limitations period, Defendants have violated Labor Code §§
14 201, 202, 203, 204, 210, 212, 213, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 515, 516, 558, 558.1,
15 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, 2802, and 2804.¹

16 144. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of **Error!**
17 **Reference source not found.** and other current and former employees, to bring a representative civil
18 action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may,
19 but need not, be brought or maintained as a class action.

20 145. Plaintiffs, a former employee against whom Defendants committed one or more of the
21 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
22 within the meaning of Labor Code § 2699(c). Plaintiffs were employed by Defendants as non-exempt
23 hourly employees in California. Aggrieved Employees include all non-exempt hourly employees of
24 Defendants within the state of California from one year prior to the date of this letter and continuing
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 Plaintiffs under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 through the present (Plaintiffs and Aggrieved Employees are collectively referred to herein as
2 “Aggrieved Employees”)

3 146. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code
4 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
5 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiffs with any notice of an
6 intent to investigate.

7 147. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seek the following civil
8 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 212, 213, 223, 225.5, 226.7,
9 226(a), 246, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1,
10 1198, 1199, 2802, and 2804:

- 11 i. For violations of Labor Code §§ 201, 202, 203, 212, 213, 226.7, 246 1174,
12 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per pay
13 period for each initial violation and two hundred dollars (\$200) for each
14 employee per pay period for each subsequent violation (penalties set by Labor
15 Code § 2699(f)(2));
- 16 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
17 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 18 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
19 employee for each initial violation that was neither willful nor intentional, two
20 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
21 withheld from each employee, for each initial violation that was either willful
22 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
23 five percent (25%) of the amount unlawfully withheld from each employee,
24 for each subsequent violation, regardless of whether the subsequent violation
25 was either willful or intentional (penalties set by Labor Code § 210);
- 26 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
27 employee for each initial violation that was neither willful nor intentional, two
28 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of

1 the amount unlawfully withheld from each employee, for each initial violation
2 that was either willful or intentional, and two hundred dollars (\$200) for each
3 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
4 from each employee, for each subsequent violation, regardless of whether the
5 subsequent violation was either willful or intentional (penalties set by Labor
6 Code § 225.5);

7 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
8 citation, two hundred and fifty dollars (\$250) for each employee for each
9 violation. Alternatively, if an initial citation or its equivalent occurred before
10 the filing of this action, one thousand dollars (\$1,000) for each employee for
11 each violation (penalties set by Labor Code § 226.3);

12 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
13 employee for each initial pay period for which the employee was underpaid,
14 and one hundred dollars (\$100) for each employee for each subsequent pay
15 period for which the employee was underpaid (penalties set by Labor Code §
16 558);

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

23 viii. Pursuant to Labor Code § 2699(g), Plaintiffs seek an award of reasonable
24 attorneys' fees and costs in connection with Plaintiffs' claims for civil
25 penalties.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and the
28 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 representative;
- 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: June 28, 2024

D.LAW, INC.

/s/ David Yeremian

Emil Davtyan
David Yeremian
David Keledjian
Attorneys for Plaintiffs
TEDDY LAWRENCE DREHER, CUTRENIA
M. SAXON, and the putative class

DATED: June 28, 2024

MATERN LAW GROUP, PC

By: /s/ Matthew J. Matern

MATTHEW J. MATERN
DEANNA S. LEIFER
Attorneys for Plaintiff CURTISHA HOLDEN,
individually and on behalf of all others similarly
situated

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Dated: June 28, 2024

HAINES LAW GROUP, APC

By: /s/ Paul K. Haines
Paul K. Haines
Attorney for Plaintiff LUKE PERRY

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: June 28, 2024

D.LAW, INC.

6
7 /s/ David Yeremian

8 Emil Davtyan
9 David Yeremian
10 David Keledjian
11 Attorneys for Plaintiffs
12 TEDDY LAWRENCE DREHER, CUTRENIA
13 M. SAXON, and the putative class

14 DATED: June 28, 2024

MATERN LAW GROUP, PC

15 By: /s/ Matthew J. Matern

16 MATTHEW J. MATERN
17 DEANNA S. LEIFER
18 Attorneys for Plaintiff CURTISHA HOLDEN,
19 individually and on behalf of all others similarly
20 situated

21 Dated: June 28, 2024

HAINES LAW GROUP, APC

22 By: /s/ Paul K. Haines

23 Paul K. Haines
24 Attorney for Plaintiff LUKE PERRY
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