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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

FELICIANO ARMENTA, individually and on
behalf of other individuals similarly situated,

Plaintiff,
vs.

CALIFORNIA ACCESS SCAFFOLD, LLC, a
California LLC; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO. 24STCV01588
CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Overtime Wages in Violation of *Labor Code* §§ 510 and 1198;
2. Failure to Pay All Wages and Minimum Wages in Violation of *Labor Code* §§ 221, 223, 1182, 1194, 1197, and 1198
3. Failure to Provide Compliant Meal Periods in Violation of *Labor Code* §§ 226.7, 512, 516, and 1198;
4. Failure to Provide Compliant Rest Periods in Violation of *Labor Code* §§ 226.7, 516, 1198;
5. Failure to Provide Sick Pay at the Regular Rate in Violation of *Labor Code* § 246;
6. Failure to Furnish Accurate, Itemized Wage Statements in Violation of *Labor Code* § 226(a) and Failure to Maintain Accurate Records in Violation of *Labor Code* § 1174;
7. Failure to Timely Pay Wages During Employment in Violation of *Labor Code* § 204;
8. Failure to Pay All Wages Owed at Termination in Violation of *Labor Code* §§ 201-203; and,
9. Violations of California *Business & Professions Code* §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff FELICIANO ARMENTA, (hereinafter referred to as “Plaintiff”), hereby submits his
2 Class Action Complaint against Defendants CALIFORNIA ACCESS SCAFFOLD, a California LLC;
3 and DOES 1-100 (hereinafter collectively referred to as “Defendants”) on behalf of himself and the
4 class of all other similarly situated current and former employees of Defendants. Plaintiff brings this
5 action upon information and belief, except as to his own actions, the investigation of his counsel, and
6 the facts that are a matter of public record, as follows:

7 **NATURE OF THE CASE**

8 1. This is a class action brought pursuant to California *Code of Civil Procedure* § 382,
9 challenging Defendants’ systemic illegal employment practices resulting in violations of California
10 Labor Code §§ 201, 202, 203, 204, 221, 223, 226, 226.7, 246, 510, 512, 516, 1174, 1182, 1194, 1197,
11 1198; California *Business and Professions Code* § 17200, et seq. (“Unfair Competition Law”); and
12 the applicable Industrial Welfare Commission Wage Order.

13 2. Plaintiff seeks relief on behalf of himself and the members of the Plaintiff Class as a
14 result of employment policies, practices and procedures more specifically described below, which
15 violate the California *Labor Code*, and the orders and standards promulgated by the California
16 Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards,
17 and which have resulted in the failure of Defendants to pay Plaintiff and members of the Plaintiff
18 Class all wages due to them, and to provide lawful working conditions. Said employment policies,
19 practices and procedures are generally described as follows:

- 20 a. Failure to compensate Plaintiff and members of the Plaintiff Class for all hours
21 worked and overtime;
- 22 b. Failure to provide Plaintiff and members of the Plaintiff Class with compliant
23 meal breaks, rest breaks, and/or recovery periods;
- 24 c. Failure to provide accurate itemized wage statements;
- 25 d. Failure to provide proper sick pay; and
- 26 e. Failure to timely pay all wages due to Plaintiff and members of the Plaintiff
27 Class upon termination or within 72 hours of resignation.
- 28

1 3. At all times relevant herein, on information and belief, Defendants have operated in
2 California as construction services company.

3 4. At all relevant times, Defendants issued and maintained uniform, standardized
4 scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in
5 California, including Plaintiff and others similarly situated, regardless of their location or position.

6 5. Defendants have maintained practices across its locations which have failed and
7 continue to fail to pay Plaintiff and other non-exempt employees all wages. Specifically, Defendants
8 have a company-wide policy of subjecting Plaintiff and other non-exempt employees to work off-the-
9 clock before and after every shift; and of rounding time to Defendants' benefit.

10 6. Moreover, Defendants have a company-wide policy of failing to provide compliant
11 meal periods, rest periods, and/or recovery periods.

12 7. Additionally, Defendants have a company-wide policy of paying overtime, meal
13 premiums and sick pay at the base rate of pay, as opposed to the regular rate of pay required under
14 California law.

15 8. In light of the foregoing, as well as additional factors, Defendants failed to provide
16 Plaintiff and other non-exempt employees with compliant wage statements and failed to timely pay
17 final wages upon termination or separation from employment.

18 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
19 engaged in, among other things a system of willful violations of the Labor Code and the applicable
20 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny
21 employees the above stated rights and benefits.

22 10. The policies, practices and customs of Defendants described above and below have
23 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
24 routinely adhere to the structures of the California *Labor Code*, and California *Business and*
25 *Professions Code*.

26 11. This matter is brought as a class action pursuant to California *Code of Civil Procedure*
27 § 382, on behalf of Plaintiff and the Plaintiff Class, which is defined more specifically below, but
28 which is comprised, generally, of all former and current employees of Defendants

1 who hold or held the job positions which Defendants classified as “non-exempt” at any of Defendants’
2 facilities in California.

3 12. The California Plaintiff “Class Period” is defined as the period from four years prior to
4 the filing of this action through and including the date judgment is rendered in this matter. Plaintiff
5 herein reserves the right to amend this Complaint to reflect a different Class Period as discovery in
6 this matter proceeds.

7 **JURISDICTION AND VENUE**

8 13. The Court has jurisdiction over this class action pursuant to article 6, section 10 of the
9 California Constitution and Code of Civil Procedure section 410.10.

10 14. Additionally, this Court has jurisdiction over Plaintiff’s and the Classes’ claims for
11 injunctive relief, including restitution of earned wages, arising from Defendants’ unfair competition
12 under Business & Professions Code §§ 17203 and 17204. The Court also has jurisdiction over
13 Plaintiff’s and the Classes’ claims pursuant to the applicable provisions.

14 15. On information and belief, Defendants are either citizens of California, have sufficient
15 minimum contacts in California, or otherwise intentionally avail themselves of the California market
16 so as to render the exercise of jurisdiction over them by the California courts consistent with traditional
17 notions of fair play and substantial justice.

18 16. Venue is proper in Los Angeles County because the acts which give rise to this
19 litigation occurred in this county and Defendants do business in Los Angeles County.

20 **THE PARTIES**

21 17. The plaintiff is a resident of Los Angeles, California. He was employed by Defendants
22 for fifteen or more years, until approximately September 19, 2023. Plaintiff worked as a forklift
23 driver at Defendants’ location in City of Industry, California.

24 18. CALIFORNIA ACCESS SCAFFOLD, LLC, is a California Limited Liability
25 Company, authorized to do business in the state of California.

26 19. At all times relevant herein, on information and belief, Defendants have operated in
27 California as construction services company.

1 20. Plaintiff does not know the true names or capacities, whether individual, partner or
2 corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said
3 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
4 when the true names and capacities are known. Plaintiff is informed and believes, and based thereon
5 alleges, that each of said fictitious Defendants were responsible in some way for the matters alleged
6 herein and proximately caused Plaintiff and members of the general public and class to be subject to
7 the illegal employment practices, wrongs and injuries complained of herein.

8 21. At all times herein mentioned, Defendants participated in the doing of the acts
9 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
10 each of them, were the agents, servants and employees of each of the other Defendants, as well as the
11 agents of all Defendants, and at all times herein mentioned, were acting within the course and scope
12 of said agency and employment.

13 22. Plaintiff is informed and believes, and based thereon alleges, that at all times material
14 hereto, each of the Defendants named herein were the agent, employee, alter ego and/or joint venturer
15 of, or working in concert with each of the other co-Defendants and were acting within the course and
16 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
17 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
18 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

19 23. At all times herein mentioned, Defendants, and each of them, were members of, and
20 engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope
21 of, and in pursuance of, said joint venture, partnership and common enterprise.

22 24. At all times herein mentioned, the acts and omissions of various Defendants, and each
23 of them, concurred and contributed to the various acts and omissions of each and all of the other
24 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein
25 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
26 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts
27 and omissions of each and all of the other Defendants in proximately causing the damages as herein
28 alleged.

25. The members of the Plaintiff Class, including the representative Plaintiff named herein, have been employed during the Class Period in California. The practices and policies which are complained of by way of this Complaint are enforced throughout the State of California.

FACTUAL ALLEGATIONS

26. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

27. Plaintiff and the members of the Plaintiff Class seek compensation from Defendants for the relevant time period because Defendants:

- a. Failed to compensate Plaintiff and the Plaintiff Class for overtime wages due;
- b. Failed to compensate Plaintiff and the Plaintiff Class for all hours worked;
- c. Failed to provide Plaintiff and the Plaintiff Class with compliant meal breaks, rest breaks, and/or recovery periods, or premium payments in lieu thereof;
- d. Failed to provide accurate itemized wage statements;
- e. Failed to timely pay wages during employment;
- f. Failed to provide proper sick pay; and
- g. Failed to timely pay all wages due upon termination or within 72 hours of resignation.

28. Defendants have engaged in, and continue to engage in, unfair business practices in California by practicing, employing and utilizing the employment practices and policies outlined above.

29. Defendants' utilization of such unfair business practices deprives Plaintiff and Class members of the general minimum working standards and entitlements due to them under California law and the Industrial Welfare Commission wage orders as described herein.

30. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Plaintiff Class have suffered and have incurred expenses and attorneys' fees in seeking to compel Defendants to fully perform its obligations under state law, all to Plaintiff's respective damage in amounts according to proof at the time of trial.

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1 ***Time Spent “Off-the-Clock”***

2 31. Defendants did not compensate their hourly non-exempt employees for all minutes that
3 they worked as described above, including but not limited to the time that the employees were subject
4 to the control and direction of Defendants; and/or the time that the employees were suffered or
5 permitted to work.

6 32. Specifically, Defendants require Plaintiff and other non-exempt employees to work
7 off-the-clock before and after every shift, including but not limited to walking to and from time clocks
8 in order to punch in and out.

9 33. This resulted in, *inter alia*, Defendants’ underpayment of minimum and overtime
10 wages, and failure to provide complaint meal breaks, rest breaks, and/or recovery periods and/or
11 premiums in lieu thereof.

12 ***Defendants’ Failure to Pay Overtime Wages***

13 34. Because Plaintiff and members of the Classes worked shifts of eight (8) hours a day or
14 more or forty (40) hours a week or more, some of their time, including their time spent working off-
15 the-clock described above, as well as time rounded to Defendants’ benefit, qualified for overtime
16 premium pay.

17 35. Defendants did not compensate their hourly non-exempt employees for overtime
18 premium pay that accrued, as a result of off-the-clock work and Defendants’ rounding policies.

19 ***Defendants’ Failure to Calculate Certain Pay at the Regular Rate***

20 36. Additionally, Defendants failed to include all remuneration for employment paid to, or
21 on behalf of, Plaintiff and the Plaintiff Class, including, *inter alia*, nondiscretionary bonuses and
22 incentive pay, in Defendants’ calculations of overtime pay, meal period premiums, and sick pay.

23 37. For example, Plaintiff received compensation in addition to hourly wages, including
24 but not limited to regular bonuses, but those additional amounts were not included when calculating
25 overtime pay, meal period premiums, and sick pay wages.

26 38. Accordingly, Defendants failed to compensate their hourly non-exempt employees for
27 the correct overtime, meal premiums, and sick pay owed to Plaintiff and the Plaintiff Class.

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1 ***Failure to Pay all Wages and Minimum Wages***

2 39. As stated above, during the relevant time period, as a result of Defendants' policy and
3 practice of rounding time entries, Defendants shaved time off of employees' actual time worked;
4 additionally, as a result of Defendants' policies and practices requiring off-the-clock work, whereby
5 Defendants maintained control over employees before and/or after their scheduled shift times, Plaintiff
6 and the Plaintiff Class were forced to work off-the-clock.

7 40. Thus, Defendants did not pay their hourly non-exempt employees for all the minutes
8 that they worked as described above, including but not limited to the time that the employees were
9 subject to the control and direction of Defendants; and/or the time that the employees were suffered
10 or permitted to work. Defendants also owe each of their hourly employees for the unpaid "shaved"
11 and/or illegally "rounded" minutes.

12 ***Failure to Provide Compliant Meal Periods***

13 41. As stated above, during the relevant time period, Defendants failed to provide Plaintiff
14 and other non-exempt employees with compliant meal breaks, as the result of, *inter alia*, Defendants'
15 time rounding policies; Defendants' policy of automatically deducting meal period time; meal periods
16 being provided after the fifth hour of work.

17 42. As a result, Plaintiff and the Plaintiff Class were not provided the opportunity to take
18 timely, completely, and uninterrupted meal periods as required by law.

19 ***Defendants' Failure to Provide Compliant Rest Breaks***

20 43. During the relevant time period, Defendants regularly failed to authorize and permit
21 Plaintiff and the Plaintiff Class to take a full ten (10) minute rest period per each four (4) hour period
22 worked or major fraction thereof.

23 ***Defendants' Failure to Provide Compliant Wage Statements***

24 44. During the relevant time period, Defendants have knowingly and intentionally
25 provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage
26 statements. For example, Defendants issued uniform wage statements to Plaintiff and the Plaintiff
27 Class that fail to correctly list: the name of the employer; gross wages earned; total hours worked; net
28 wages earned; and all applicable hourly rates in effect during the pay period, including regular rates

1 of pay for overtime wages and/or meal and rest period premiums, sick time, and the corresponding
2 number of hours worked at each hourly rate.

3 45. Because Defendants rounded employees' time, and did not record the time Plaintiff
4 and the Plaintiff Class spent working off-the-clock, Defendants did not list the correct amount of gross
5 wages and net wages earned by Plaintiff and members of the Classes in compliance with Labor Code
6 sections 226(a)(1) and 226(a)(5), respectively.

7 46. For the same reasons, Defendants failed to accurately list the total number of hours
8 worked by Plaintiff and the Plaintiff Class and failed to list the applicable hourly rates of pay in effect
9 during the pay period and the corresponding accurate number of hours worked at each hourly rate.

10 47. As a result of the above, Plaintiff and the Plaintiff Class have been prevented from
11 verifying, solely from information on the wage statements themselves, that they were paid correctly
12 and in full. Instead, Plaintiff and the Plaintiff Class have had to look to sources outside of the wage
13 statements themselves and reconstruct time records to determine whether in fact they were paid
14 correctly and the extent of underpayment, thereby causing them injury.

15 ***Defendants' Failure to Timely Pay all Wages During Employment***

16 48. Labor Code section 204 requires that all wages earned by any person in any
17 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
18 wages due upon termination of an employee, are due and payable between the 16th and the 26th day
19 of the month during which the labor was performed, and that all wages earned by any person in any
20 employment between the 16th and the last day, inclusive, of any calendar month, other than those
21 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
22 the following month.

23 49. Labor Code section 204 also requires that all wages earned for labor in excess of the
24 normal work period shall be paid no later than the payday for the next regular payroll period.
25 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed
26 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
27 not more than seven (7) calendar days following the close of the payroll period.

28 50. At all times relevant hereto, Defendants willfully failed to pay Plaintiff and the Plaintiff

1 Class all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and
2 rest period premiums, including compensation required for time spent “off-the-clock,” and illegally
3 rounded time, within the time periods specified by Labor Code section 204.

4 ***Defendants’ Failure to Pay All Wages Due at Termination of Employment***

5 51. At all times relevant hereto, California *Labor Code* § 201 required an employer that
6 discharges an employee to pay compensation due and owing to said employee immediately upon
7 discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any
8 compensation due and owing to said employee within seventy-two (72) hours of an employee’s
9 resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay
10 compensation promptly upon discharge or resignation, as required under §§ 201 and 202, then the
11 employer is liable for waiting time penalties in the form of continued compensation for up to thirty
12 (30) work days.

13 52. Defendants willfully and knowingly failed to pay Plaintiff and the Plaintiff Class upon
14 termination of employment all accrued compensation, as described above, including, but not limited
15 to, compensation required for time spent “off the clock,” and time illegally rounded to Defendants’
16 benefit.

17 ***Facts Regarding Willfulness***

18 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and
19 were advised by skilled lawyers, other professionals, employees with human resources background
20 and advisors with knowledge of the requirements of California wage and hour laws.

21 54. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
22 Defendants knew or should have known that the Plaintiff Class Members, including Plaintiff, were
23 entitled to, *inter alia*: complete, proper, and timely compensation for all hours and overtime worked;
24 complete and compliant meal, rest, and recovery periods, or premiums in lieu thereof; accurate,
25 itemized wage statements; and final pay in a timely manner.

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1 ***Unfair Business Practices***

2 55. Defendants have engaged in, and continue to engage in, unfair business practices in
3 California by practicing, employing and utilizing the employment practices and policies outlined
4 above.

5 56. Defendants' utilization of such unfair business practices constitutes unfair competition
6 and provides an unfair advantage over Defendants' competitors.

7 57. Defendants' utilization of such unfair business practices deprives Plaintiff and the
8 Plaintiff Class of the general minimum working standards and entitlements due them under California
9 law and the Industrial Welfare Commission wage orders as described herein.

10 58. As a direct result of the wage and hour violations herein alleged, Plaintiff and the
11 Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment
12 of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
13 Defendants to fully perform its obligations under state law, all to Plaintiff's respective damage in
14 amounts according to proof at the time of trial.

15 ***Plaintiff's Exhaustion of Administrative Remedies***

16 59. Plaintiff is currently complying with the procedures for bringing suit for civil penalties
17 under the Private Attorneys General Act ("PAGA") codified in Labor Code §§ 2698 *et seq.*

18 60. Pursuant to the requirements for bringing suit under PAGA enumerated in Labor Code
19 § 2699.3, Plaintiff provided notice to the Labor and Workforce Development Agency ("LWDA") and
20 Defendants, by letter dated January 19, 2024, of the specific provisions of the *Labor Code* alleged to
21 have been violated, including the facts and theories to support the alleged violations.

22 61. Plaintiff anticipates amending this Complaint when more than sixty-five (65) days have
23 passed since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not
24 to investigate the allegations herein.

25 **CLASS ACTION ALLEGATIONS**

26 62. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

27 63. Plaintiff brings this action on behalf of himself and all others similarly situated as a
28 class action, pursuant to California *Code of Civil Procedure* § 382. The classes which Plaintiff seeks

to represent are composed of, and defined as follows:

Plaintiff Class

All persons who have been, or currently are, employed by Defendants in the State of California, and who held, or hold, job positions which Defendants have classified as “non-exempt,” during the Class Period (“Class Period” is defined as the period from four years prior to the filing of this action, through and including the date judgment is rendered in this matter).

Terminated Sub Class

All members of the Plaintiff Class whose employment ended during the Class Period.

(Collectively “Plaintiff Class” or “Class Members”)

64. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the class period, potentially hundreds of class members have been employed by Defendants as non-exempt employees in the State of California. Because so many persons have been employed by Defendants in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

65. Common Questions of Law and/or Fact: Common questions of law and fact exist as to all Class Members, and predominate over any questions affecting solely individual members of the class. Among the questions of law and fact that are relevant to the adjudication of class members claims, are as follows:

- a. Whether Plaintiff and members of the Plaintiff Class are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendants failed to pay Plaintiff and Class Members for all hours worked;
- c. Whether Defendants failed to pay Plaintiff and Class Members all overtime;
- d. Whether Defendants had a standard policy of not providing compliant meal breaks and premiums to Plaintiff and members of the Plaintiff Class;

- 1 e. Whether Defendants had a standard policy of not providing compliant rest breaks
2 and premiums to Plaintiff and members of the Plaintiff Class;
- 3 f. Whether Defendants unlawfully and/or willfully failed to provide Plaintiff and
4 members of the Plaintiff Class with true and proper wage statements upon
5 payment of wages, in violation of Labor Code section 226;
- 6 g. Whether Defendants maintained accurate records of the hours worked by
7 employees;
- 8 h. Whether Defendants failed to timely pay wages to Plaintiff and members of the
9 Plaintiff Class during their employment;
- 10 i. Whether Defendants unlawfully and/or willingly failed to timely pay Plaintiff and
11 the Terminated Sub Class upon termination;
- 12 j. Whether Defendants provided compliant recovery periods;
- 13 k. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if
14 so, the proper measure of such damages, as well as interest, penalties, costs,
15 attorneys' fees, and equitable relief; and
- 16 l. Whether Defendants' conduct as alleged herein violates the Unfair Business
17 Practices Act of California (Bus. & Prof. Code, § 17200 et seq.)

18 66. Typicality: The claims of the named Plaintiff are typical of the claims of the members
19 of the Plaintiff Class. Defendants' common course of conduct, including, but not limited to, their
20 failure to provide their non-exempt employees with compliant meal and rest periods and all wages in
21 compliance with the applicable wage order, or premium compensation at the regular rate in lieu thereof,
22 failure to provide them with proper wages and overtime, failure to timely pay wages and pay all wages
23 upon termination, failure to provide employees with complaint wage statements, failure to maintain
24 adequate temperatures, failure to provide suitable seating, and failure to reimburse business expenses,
25 has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages.
26 Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed Class.
27 Plaintiff and the proposed Class sustained the same or similar injuries and damages arising from
28 Defendants' common policies, practices, procedures, protocols, routines, and rules which were applied

1 to other Class Members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses,
2 injuries, and damages as were suffered by other members of the proposed class.

3 67. Adequacy of Representation: Plaintiff is an adequate representative of the proposed
4 classes because he is a member of the class, and her interests do not conflict with the interests of the
5 members he seeks to represent. Plaintiff has retained competent counsel, experienced in the
6 prosecution of complex class actions, and together Plaintiff and his counsel intend to prosecute this
7 action vigorously for the benefit of the classes. The interests of the Class Members will fairly and
8 adequately be protected by Plaintiff and his attorneys.

9 68. Superiority of Class Action: A class action is superior to other available methods for
10 the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class
11 Members is impracticable. It would be unduly burdensome to the courts if these matters were to
12 proceed on an individual basis, because this would potentially result in hundreds of individual,
13 repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or
14 contradictory judgments, a “race to the courthouse,” and an inequitable allocation of recovery among
15 those with equally meritorious claims. By contrast, the class action device presents far fewer
16 management difficulties, and provides the benefit of a single adjudication, economics of scale, and
17 comprehensive supervision by a single court.

18 69. The various claims asserted in this action are additionally or alternatively certifiable
19 under the provisions of the Code of Civil Procedure § 382 because:

- 20 a. The prosecution of separate actions by hundreds of individual class members would
21 create a risk of varying adjudications with respect to individual class members, thus
22 establishing incompatible standards of conduct for Defendants; and
23 b. The prosecution of separate actions by individual class members would also create the
24 risk of adjudications with respect to them that, as a practical matter, would be dispositive
25 of the interest of the other class members who are not a party to such adjudications and
26 would substantially impair or impede the ability of such non-party class members to protect
27 their interests.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **California Labor Code §§ 510, 1198, and Applicable IWC Wage Orders**

4 **(By Plaintiff and Members of the Putative Class Against Defendants)**

5 70. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
6 herein.

7 71. At all times relevant herein, which comprise of the time period not less than four (4)
8 years preceding the filing of this action, Defendants were required to compensate their hourly
9 employees for all overtime hours worked.

10 72. California Labor Code sections 510 and 1198 and the applicable Industrial Welfare
11 Commission (“IWC”) wage order require employers to pay employees working more than eight (8)
12 hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½) times
13 the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty
14 (40) hours in a workweek. The applicable IWC wage order further provides that employers are
15 required to pay employees working more than twelve (12) hours in a day overtime compensation at a
16 rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all
17 remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary
18 bonuses and incentive pay.

19 73. Defendants willfully failed to pay all overtime wages owed to Plaintiff and the Plaintiff
20 Class. During the relevant time period, Plaintiff and members of the Classes were not paid overtime
21 premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve
22 (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked
23 were not recorded, and the hours recorded were rounded to Defendants’ benefit.

24 74. Defendants knew or should have known that as a result of company-wide practices
25 and/or policies, Plaintiff and members of the Classes were working off-the-clock before and after their
26 shifts, and were suffered or permitted to perform work for which they were not paid; and that their
27 time worked was being rounded and/or shaved. Because Plaintiff and members of the Classes worked
28 shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock

1 work and/or rounded time qualified for overtime premium pay. Therefore, Plaintiff and members of
2 the Classes were not paid overtime wages for all of the overtime hours they actually worked.

3 75. Moreover, even when overtime was paid for other time worked, Defendants failed to
4 calculate the overtime owed to Plaintiff and members of the Classes by using their regular rate of pay,
5 including, *inter alia*, nondiscretionary bonuses and incentive pay.

6 76. Defendants' failure to pay Plaintiff and members of the Classes the balance of overtime
7 compensation, as required by California law, violates the provisions of Labor Code sections 510 and
8 1198. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney's fees, costs,
9 and interest thereon.

10 **SECOND CAUSE OF ACTION**

11 **Failure To Pay All Wages and Minimum Wages**

12 **Labor Code §§ 221, 223, 1182, 1194, 1197, 1198, and Applicable IWC Wage Orders**

13 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

14 77. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
15 forth herein.

16 78. At all times relevant herein, which comprise the time period not less than four (4) years
17 preceding the filing of this action, Defendants were required to compensate their hourly employees
18 for all hours worked upon reporting for work at the appointed time stated by the employer, pursuant
19 to the Industrial Welfare Commission Orders and California *Labor Code* §§ 221, 223, 1182, 1194,
20 1197, and 1198.

21 79. For at least the four (4) years preceding the filing of this action, Defendants failed to
22 compensate employees for all hours worked. Defendants implemented policies that actively prevented
23 employees from being compensated for all time worked by "rounding" and/or "shaving" time, and
24 subjecting Plaintiff and members of the Classes to off-the-clock work as described above.

25 80. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff Class
26 are entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding
27 the filing of this action, in addition to reasonable attorney's fees and costs of suit in accordance with
28 Labor Code section 218.5, and penalties pursuant to Labor Code sections 203 and 206.

1 81. The applicable IWC wage order section 2(G) defines “hours worked” to mean “the
2 time during which an employee is subject to the control of an employer and includes all the time the
3 employee is suffered or permitted to work, whether or not required to do so.”

4 82. Labor Code section 1194(a) provides in relevant part: “Notwithstanding any agreement
5 to work for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to
6 recover in a civil action the unpaid balance of the full amount of this minimum wage ... including
7 interest thereon, reasonable attorney’s fees, and costs of suit.”

8 83. Labor Code section 1194.2(a) provides in relevant part: “In any action under section
9 1193.6 or section 1194 to recover wages because of the payment of a wage less than the minimum
10 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages
11 in an amount equal to the wages unlawfully unpaid and interest thereon.”

12 84. Labor Code section 1197 provides: “The minimum wage for employees fixed by the
13 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
14 minimum so fixed is unlawful.”

15 85. Plaintiff is informed and believes, and therefore alleges, that Defendants’
16 compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours spent
17 performing their job duties.

18 86. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff
19 Class for each and every hour worked violates Labor Code sections 1182.11-1182.12, 1194, 1194.2,
20 and 1197; the applicable IWC wage order section 4; and Business & Professions Code.

21 87. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for
22 each and every hour worked violates Labor Code section 221 and 223; the applicable IWC wage order
23 section 3; and Business & Professions Code.

24 88. During the applicable time period, Defendants have maintained a pattern and practice
25 of not providing its employees all wages, by failing to include all compensable time, including time
26 worked off-the-clock.

27 89. Plaintiff and the Plaintiff Class are thus entitled to recover nominal, actual,
28 compensatory, punitive, and exemplary damages in amounts according to proof at the time of trial.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Provide Compliant Meal Breaks or Premiums in Lieu Thereof**

3 **Labor Code §§ 226.7, 512, 516, 1198 and Applicable IWC Wage Orders**

4 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

5 90. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
6 herein.

7 91. For at least the four (4) years preceding the filing of this action, Defendants failed to
8 provide meal breaks as required by law.

9 92. California *Labor Code* § 226.7(a) provides that: “No employer shall require any
10 employee to work during any meal or rest period mandated by an applicable order of the Industrial
11 Welfare Commission.”

12 93. California *Labor Code* § 512 provides that: “An employer may not employ an
13 employee for a work period of more than five hours per day without providing the employee with a
14 meal period of not less than 30 minutes, except that if the total work period per day of the employee
15 is no more than six hours, the meal period may be waived by mutual consent of both the employer and
16 employee.”

17 94. The applicable Wage Order Section 11(D) states “If an employer fails to provide an
18 employee a meal period in the applicable provisions of this order, the employer shall pay the employee
19 one (1) hour of pay at the employee’s regular rate of compensation each day that the meal period is
20 not provided.”

21 95. Throughout the Class Period, Plaintiff and the members of the Plaintiff Class
22 consistently worked over five (5) hours per work period, and therefore, were entitled to a meal period
23 of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.

24 96. Defendants failed to provide Plaintiff and members of the Plaintiff Class with timely
25 and uninterrupted meal breaks.

26 97. Defendants failed to pay Plaintiff and the Class members the full statutory penalty for
27 all non-complaint meal breaks.
28

98. At all times relevant to this Complaint, each Defendant failed, and has continued to fail, to provide Plaintiff and the members of the Plaintiff Class with complete and uninterrupted meal periods.

99. Thus, throughout the Class Period, Defendants regularly:

- a. Failed to provide timely, 30-minute uninterrupted meal periods during which Plaintiff and the members of the Plaintiff Class were relieved of all duty for each five (5) hours of work;
- b. Failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not permitted;
- c. Failed to provide Plaintiff and the members of the Plaintiff Class with a second meal period of not less than thirty (30) minutes during which they are relieved of all duty before working more than ten (10) hours per day; and
- d. Failed to accurately record all meal periods.

100. As a direct and proximate result of the acts and/or omissions of Defendants, Plaintiff and the members of the Plaintiff Class have been deprived of meal period wages due in amounts to be determined at trial.

101. Defendants' conduct described herein violates the Industrial Welfare Commission Order and California *Labor Code* §§ 226, 226.7, 512, 516, and 1198.

FOURTH CAUSE OF ACTION

Failure to Provide Compliant Rest Periods or Premiums in Lieu Thereof

Labor Code §§ 226.7, 516, 1198 and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendants)

102. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

103. Labor Code sections 226.7, 516, and 1198, and the applicable IWC wage order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Labor Code

1 section 226.7 provides that no employer shall require an employee to work during any rest period
2 mandated by an applicable order of the IWC. The applicable IWC wage order provides that “[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as practicable
4 shall be in the middle of each work period” and that the “rest period time shall be based on the total
5 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
6 thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

7 104. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and Class
8 Members were entitled to a paid rest period of not less than ten (10) minutes without duty for each
9 and every four (4) hours or major fraction thereof worked during the workday.

10 105. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendants
11 routinely failed to provide Plaintiff and the members of the Classes with such paid rest periods at all,
12 and if such periods were provided, they were not provided without duty, notwithstanding the fact that
13 Plaintiff and the members of the Classes had not waived their right to the same. Thus, Defendants
14 failed to provide Plaintiff and Class Members with rest periods required by Labor Code sections 226.7,
15 512, and 516, the applicable IWC wage order section 11 and categorically failed to pay any and all
16 rest period wages due.

17 106. Plaintiff and Class Members seek damages pursuant to Labor section 226.7(b) and the
18 applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the regular
19 rate for each work day that the rest period is/was not provided or provided late to Plaintiff and any
20 member of the Classes, the cumulative sum of which is to be determined at trial.

21 107. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation for
22 Defendants’ failure to provide rest periods, plus interest, attorneys’ fees, expenses, and costs of suit
23 pursuant to Labor Code section 226.7(b) and the applicable wage order.

24 **FIFTH CAUSE OF ACTION**

25 **Failure to Provide Sick Pay at the Regular Rate**

26 **Labor Code § 246 and Applicable IWC Wage Orders**

27 **(By Plaintiff and Members of the Putative Class Against Defendants)**

28 108. Plaintiff re-alleges and incorporates all preceding paragraphs a though fully set forth

1 herein.

2 109. Sick pay must be compensated at the employee's regular rate of pay, for the workweek
3 in which the paid leave was taken, or at a rate determined by dividing total wages, excluding overtime
4 premium pay, by the employee's total hours in pay periods of the prior 90 days of employment. (*Labor*
5 *Code* § 246(1)(1-2).)

6 110. Defendants failed to pay Plaintiff and members of the Class sick pay at the correct rate.
7 Plaintiff received compensation in addition to hourly wages, including but not limited to regular
8 bonuses, but those additional amounts were not included when calculating sick pay wages. By failing
9 to pay Plaintiff and Class Members for sick pay at the regular rate of pay, Defendants willfully violated
10 Labor Code §246.

11 111. Defendants' unlawful acts deprived Plaintiff and the Class of all wages. Plaintiff and
12 members of the Classes seek damages for sick pay in amounts to be determined at trial, and are entitled
13 to recover these amounts with interest, attorneys' fees, and costs.

14 **SIXTH CAUSE OF ACTION**

15 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

16 **Labor Code §§ 226, 1174.5 and Applicable IWC Wage Orders**

17 **(By Plaintiff and Members of the Putative Class Against Defendants)**

18 112. Plaintiff hereby incorporates by reference each and every one of the allegations
19 contained in the preceding paragraphs as if the same were fully set forth herein.

20 113. Labor Code section 226(a) and the applicable IWC wage order section 6(B) requires
21 employers to furnish each employee with a statement itemizing, among other things, the total hours
22 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

23 114. Labor Code section 226(e) provides that if an employer fails to comply with providing
24 an employee with properly itemized wage statements as set forth in section 226(a), then the employee
25 is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a
26 violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed
27 \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a)
28 shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation

1 and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to
2 provide the employee a wage statement or fails to keep the required records pursuant to section 226(a).

3 115. Defendants knowingly and intentionally failed to furnish Plaintiff and the members of
4 the Classes with timely, itemized statements in compliance with Labor Code section 226(a) and the
5 applicable IWC Wage order section 6(B).

6 116. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly and
7 intentionally failed to furnish Plaintiff and members of the Classes with timely, accurate, itemized
8 statements showing (a) employer's name; (b) total hours, (c) gross wages earned, (c) all deductions,
9 and/or (e) all applicable hourly rates in effect during each respective pay period and the corresponding
10 number of hours worked at each hourly rate by each respective individual.

11 117. Plaintiff is informed and believes, and thereon alleges, that Defendants did not maintain
12 accurate business records pertaining to the total hours worked for Defendants by Plaintiff and the
13 members of the Classes as required under Labor Code section 1174.5. This is a result of missing hours
14 worked, and missed and/or incorrect overtime, meal and rest-break premiums, as illustrated above.

15 118. As a result of not having kept accurate records, Plaintiff and the Class Members
16 suffered injuries in the form of confusion over whether they received all wages owed to them, and
17 difficulty and expense in reconstructing pay records in addition to other injuries which may come to
18 light during the discovery process.

19 119. Labor Code section 1198 provides that the maximum hours of work and the standard
20 conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable
21 IWC wage order. Section 1198 further provides that "[t]he employment of any employees for longer
22 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."
23 Pursuant to the applicable IWC Wage order, employers are required to keep accurate time records
24 showing when the employee begins and ends each work period and meal period.

25 120. During the relevant time period, Defendants failed, on a company-wide basis, to keep
26 accurate records of work and meal period start and stop times for Plaintiff and members of the Classes,
27 in violation of Labor Code section 1198.

28 121. Plaintiff and the members of the Classes herein seek damages and penalties pursuant

to Labor Code section 226(e) for Defendants' violations of Labor Code section 226(a).

122. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an award of reasonable attorneys' fees and costs pursuant to Labor Code section 226(h).

SEVENTH CAUSE OF ACTION

Failure to Timely Pay Wages During Employment

Labor Code § 204 and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendants)

123. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

124. Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

125. Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

126. During the class period, Defendants willfully failed to pay Plaintiff and members of the Classes all wages due including, but not limited to, all wages, sick pay wages, and/or meal and rest period premiums, within the time periods specified by Labor Code section 204.

127. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff Class have been damaged in an amount according to proof at time of trial.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Pay Wages at Time of Termination (Waiting Time Penalties)**

3 **Labor Code §§ 201-203 and Applicable IWC Wage Orders**

4 **(By Plaintiff and Members of the Terminated Sub Class Against Defendants)**

5 128. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
6 herein.

7 129. At all times, relevant herein, Defendants were required to pay their employees all
8 wages owed in a timely fashion during and at the end of their employment, pursuant to Labor Code
9 section 201-203.

10 130. As a pattern and practice, Defendants regularly failed to pay Plaintiff and the members
11 of the Terminated Sub Class their final wages pursuant to Labor Code sections 201-203, and
12 accordingly owe waiting time penalties pursuant to Labor Code section 203.

13 131. Labor Code sections 201 and 202 provide that if an employer discharges an employee,
14 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an
15 employee voluntarily leaves his or her employment, his or her wages shall become due and payable
16 not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours
17 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
18 wages at the time of quitting.

19 132. On information and belief, Defendants have a company-wide practice or policy of
20 paying departing employees their final wages late, instead of adhering to the time requirements set
21 forth in Labor Code sections 201 and 202.

22 133. Specifically, Defendants willfully failed to pay Plaintiff and members of the
23 Terminated Sub Class the earned and unpaid wages set forth above, including but not limited to,
24 accurate overtime wages, minimum wages, and/or meal rest period premiums, either at the time of
25 discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

26 134. Plaintiff and members of the Terminated Sub Class are entitled to recover civil
27 penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 256.

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1 **NINTH CAUSE OF ACTION**

2 ***Business and Professions Code § 17200, et seq.***

3 **(By Plaintiff and the Members of the Plaintiff Class, Against Defendants)**

4 135. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
5 herein.

6 136. Section 17200 of the California *Business and Professions Code* prohibits any unlawful,
7 unfair or fraudulent business act or practice.

8 137. Plaintiff brings this cause of action in a representative capacity on behalf of the general
9 public and the persons affected by the unlawful and unfair conduct described herein. Plaintiff and
10 members of the Plaintiff Class have suffered, and continue to suffer, injury in fact and monetary
11 damages because of Defendants' actions.

12 138. The actions by Defendants as herein alleged amount to conduct which is unlawful and
13 a violation of law. As such, said conduct amounts to unfair business practices in violation of California
14 *Business and Professions Code § 17200, et seq.*

15 139. Defendants' conduct as herein alleged has damaged Plaintiff and the members of the
16 Plaintiff Class by denying them wages due and payable, and by failing to pay all wages due in a timely
17 manner at the time of termination (for the Terminated Sub Class). Defendants' actions are thus
18 substantially injurious to Plaintiff and the members of the Plaintiff Class, causing them injury in fact
19 and loss of money.

20 140. Because of such conduct, Defendants have unlawfully and unfairly obtained monies
21 due to the Plaintiff and the members of the Plaintiff Class.

22 141. All members of the Plaintiff Class can be identified by reference to payroll and related
23 records in the possession of the Defendant. The amount of wages due to Plaintiff and members of the
24 Plaintiff Class can be readily determined from Defendants' records. The Class Members are entitled
25 to restitution of monies due and obtained by Defendants during the Class Period as a result of
26 Defendants' unlawful and unfair conduct.

27 142. During the Class Period, Defendants committed, and continue to commit, acts of unfair
28 competition as defined by § 17200, *et seq.*, of the *Business and Professions Code*, by and among other

things, engaging in the acts and practices described above.

143. Defendants' course of conduct, acts, and practices in violation of the California law as mentioned in each paragraph above constitutes a separate and independent violation of § 17200, etc., of the *Business and Professions Code* in that it is fraudulent, improper and unfair.

144. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully denied lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies and practices and therefore, Defendants' actions described herein constitute an unfair business practice or act within the meaning of *Business and Professions Code* § 17200.

145. Defendants' conduct described herein threatens an incipient violation of California's wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly threatens or harms competition.

146. Defendants' course of conduct described herein further violates California *Business and Professions Code* § 17200 in that it is fraudulent, improper, and unfair.

147. The unlawful, unfair, and fraudulent business practices and acts of Defendants as described herein-above have injured Plaintiff and members of the Plaintiff Class in that they were wrongfully denied the timely and full payment of wages due to them.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

1. For an order certifying this class action on behalf of the proposed Plaintiff Class and Terminated Sub-Class;
2. For an order that Plaintiff's counsel be appointed class counsel;
3. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub-Class;
4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendants;
5. For compensatory damages;
6. For penalties pursuant to the applicable wage order, and *Labor Code* §§ 200, 203, 210, 226, 226.3, and 226.7;

- 1 7. For costs of suit and expenses incurred herein pursuant to California *Labor Code*
2 §§ 226 and 1194;
- 3 8. For reasonable attorneys’ fees pursuant to California *Labor Code* §§ 226, and 1194
4 and *Civil Procedure* §1021.5, and/or other applicable law;
- 5 9. A declaratory judgment that Defendants have knowingly and intentionally violated the
6 following provisions of law;
- 7 a. *Labor Code* §§ 510, 1198 and the applicable Wage Orders for failing to pay
8 overtime;
- 9 b. *Labor Code* §§ 221, 223, 1182, 1194, 1197, 1198 and the applicable Wage
10 Orders for failing to pay all wages;
- 11 c. *Labor Code* §§ 226.7, 512, 516, 1198 and the applicable Wage Orders for failing
12 to provide complaint meal and rest breaks, and/or premiums in lieu thereof;
- 13 d. *Labor Code* § 226 and the applicable Wage Orders by failing to provide
14 compliant wage statements;
- 15 e. *Labor Code* § 1174.5 and the applicable Wage Orders for failing to maintain
16 accurate records;
- 17 f. *Labor Code* § 204 and the applicable Wage Orders for failing to pay wages
18 timely during employment;
- 19 g. *Labor Code* §§ 201-203 and the applicable Wage Orders for failing to timely
20 pay all wages due at termination;
- 21 h. California *Business & Professions Code* §§ 17200, *et seq.*, by violating the
22 provisions set forth herein above.

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1 10. For all such other and further relief that the Court may deem just and proper.

2
3 DATED: January 19, 2024

BRADLEY/GROMBACHER, LLP

4
5 By: 

6 Marcus J. Bradley, Esq.
7 Kiley Lynn Grombacher, Esq.
8 Corey S. Smith, Esq.
9 Attorneys for Plaintiff

10 **JURY DEMAND**

11 Plaintiff demands a trial by jury on all issues so triable as a matter of right.

12 DATED: January 19, 2024

BRADLEY/GROMBACHER, LLP

13
14 By: 

15 Marcus J. Bradley, Esq.
16 Kiley Lynn Grombacher, Esq.
17 Corey S. Smith, Esq.
18 Attorneys for Plaintiff
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