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Attorneys for Plaintiff MIYA CAUSEY,  
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

MIYA CAUSEY, an individual on behalf of  
herself and all others similarly situated,

Plaintiff,

vs.

AEGEAN STONEWORKS, INC., a  
California corporation; and DOES 1 through  
50, inclusive,

Defendants.

Case No.: 30-2024-01373326-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:

Hon. Randall J. Sherman

Dept.: CX105

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure to Pay Reporting Time Pay;
4. Meal Period Liability Under Labor Code § 226.7;
5. Rest-Break Liability Under Labor Code § 226.7;
6. Violation of Labor Code § 226(a);
7. Violation of Labor Code § 203;
8. Violation of Labor Code § 204;
9. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
10. Violation of Labor Code § 221;
11. Failure to Reimburse Necessary Business Expenses § 2802;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties under PAGA, Labor Code § 2698

**DEMAND FOR JURY TRIAL**

## **INTRODUCTION**

1. Plaintiff MIYA CAUSEY (“Plaintiff”) brings this action on behalf of herself and the Class Members who are defined as “all current and former employees within the State of California who, at any time from four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants AEGEAN STONEWORKS, INC., a California corporation; and DOES 1 through 50” (all defendants being collectively referred to herein as “Defendants”).

2. Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the California Business & Professions Code, and seeks redress for these violations.

3. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Class Members who served in similar and related positions.

## **THE PARTIES**

### **A. The Plaintiff**

4. Plaintiff MIYA CAUSEY resides in California, during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

### **B. The Defendants**

5. Defendant AEGEAN STONEWORKS, INC. is a California corporation and is registered with the California Secretary of State. Defendant AEGEAN STONEWORKS, INC. has been the employer listed on the wage statements and employment records issued to Plaintiff during the relevant time period that Plaintiff was employed with Defendants.

6. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants

1 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in  
2 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend  
3 this Complaint to reflect the true names and capacities of the Defendants designated herein as  
4 Does 1 through 50 when their identities become known.

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

14 8. Whenever and wherever reference is made in this Complaint to any act by a  
15 defendant or defendants, such allegations and references shall also be deemed to mean the acts and  
16 failures to act of each defendant acting individually, jointly, and severally.

17 9. Whenever and wherever reference is made to individuals who are not named as a  
18 Defendant in this Complaint but were agents, servants, employees and/or supervisors of  
19 Defendants, such individuals at all relevant times acted on behalf of Defendants within the scope  
20 of their employment.

#### 21 **JURISDICTION AND VENUE**

22 10. This Court has jurisdiction over this Action pursuant to California Code of Civil  
23 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought  
24 as a Class Action on behalf of similarly situated Class Members of Defendants pursuant to  
25 California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial  
26 district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief,  
27 the obligations and liabilities giving rise to this lawsuit occurred in part in Orange County.  
28 Defendants maintain and operate facilities in Orange County and employs Plaintiff and other Class

Members in Orange County, while doing business throughout California.

**FACTUAL BACKGROUND**

11. Class Members consistently worked at Defendants behest without being paid all wages due. Class Members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Class Members all wages due and owing, including by requiring off the clock work, failing to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime, double time pay, sick pay, and meal and rest break premiums, failing to pay reporting time pay, failing to provide meal and rest breaks, failing to furnish accurate wage statements, failing to timely pay wages including final wages, failing to maintain accurate records, and failing to reimburse necessary business expenses all in violation of various provisions of the California Labor Code and applicable Wage Orders.

12. During the course of Class Members' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Defendants required Class Members to perform pre-shift and post-shift off the clock work. For instance, Class Members were required to handle calls while off the clock. Additionally, Class Members would be called in to start working before the start of their scheduled shifts but would not be paid for this time. Additionally, Defendants would contact Class Members on their personal cell phones with work demands outside of work hours and would expect Class Members to attend to those demands immediately. Moreover, Defendants automatically deducted time from Class Members' time records for lunch breaks regardless of whether Class Members actually received their full break.

13. Defendants also failed to pay Class Members all wages due and owing because Defendants failed to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime, double time pay, sick pay, and meal and rest break premiums. Contrary to the requirements of the Labor Code and IWC Wage Orders under California law, Defendants did not use the regular rate of pay Defendants to calculate and pay for overtime pay, double time pay, sick pay, and meal and rest break premiums.

1           14.     Moreover, Defendant required Plaintiff and the Class Members to, on occasion,  
2 report for a scheduled work day to be told whether work was available for them or not, and when  
3 there was no work, Plaintiff and the Class members would be sent home after waiting for hours.  
4 On such days when Defendant required Plaintiff and the Class Members to report to work only to  
5 be sent home because work was not available, they were not paid required reporting time wages  
6 for the hours they waited without receiving their regular hourly rate of pay for them.

7           15.     By implementing policies, programs, practices, procedures and protocols which  
8 resulted in off the clock work and failing to incorporate non-discretionary bonuses and/or  
9 commissions into the regular rate of pay used to calculate and pay for overtime, double time pay,  
10 sick pay, and meal and rest break premiums, Defendants' willful actions resulted in the systematic  
11 underpayment of wages to Class Members, including underpayment of overtime pay to Class  
12 Members over the relevant time period. For example, the above described off the clock work  
13 addressed above caused Plaintiff to begin receiving overtime pay later than they should have.

14           16.     As a result of the above described requirements to work off the clock, the failure to  
15 incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to  
16 calculate and pay for overtime, double time pay, sick pay, and meal and rest break premiums, and  
17 the other wage violations they endured at Defendants' hands, Class Members were not properly  
18 paid all wages earned and all wages owed to them by Defendants, including when working more  
19 than eight (8) hours in any given day and/or more than forty (40) hours in any given week.

20           17.     As a result of Defendants' unlawful policies and practices, Class Members incurred  
21 overtime hours worked for which they were not adequately and completely compensated, in  
22 addition to the hours they were required to work off the clock. To the extent applicable,  
23 Defendants also failed to pay Class Members at an overtime rate of 1.5 times the regular rate for  
24 the first eight hours of the seventh consecutive work day in a week and overtime payments at the  
25 rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive work  
26 day, as required under the Labor Code and applicable IWC Wage Orders.

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

1 Members for all hours worked, and failing to pay minimum wages for all time worked, as required  
2 by California law. Defendants thus failed to pay Class Members at least minimum wages for all  
3 the time they worked for Defendants in violation of the Labor Code and applicable IWC Wage  
4 Orders as the actual times when Class Members were under the control and direction of  
5 Defendants was under reported in the hours reflected on the timekeeping records. Furthermore,  
6 Defendants' willful actions resulted in the systematic underpayment of wages to Class Members,  
7 including underpayment of overtime pay to Class Members over a period of time.

8 19. Therefore, from at least four (4) years prior to the filing of this lawsuit and  
9 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class  
10 Members for all hours worked. Also, from at least four (4) years prior to the filing of this lawsuit  
11 and continuing to the present, Defendants also had a consistent policy or practice of failing to pay  
12 Class Members their true and correct overtime compensation at premium overtime rates for all  
13 hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time  
14 rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510  
15 and the corresponding sections of IWC Wage Orders.

16 20. Additionally, Defendants failed to provide all the legally required unpaid, off-duty  
17 meal periods and all the legally required paid, off-duty rest periods to Class Members, as required  
18 by the applicable Wage Order and Labor Code. Class Members were required to perform work as  
19 ordered by Defendants for more than five (5) hours during a shift but were often required to do so  
20 without receiving a lawful and timely meal break. In addition to untimely meal periods,  
21 Defendants also required Class Members to respond to work demands. Defendants placed their  
22 needs over Class Members lawful meal and rest breaks and this resulted in Class Members often  
23 having to work through their scheduled meal and/or rest breaks, or otherwise taking shortened  
24 ones, because the demands of the job would not avail them the opportunity to take a lawfully  
25 uninterrupted and off duty meal and/or rest break.

26 21. On the occasions when Class Members worked over 10 hours in a shift, Defendants  
27 also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a  
28 result, Defendants' failure to provide Class Members with all legally required off-duty, unpaid

meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Class Members "premium pay," i.e. one hour of wages at each Class Member's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided.

22. Therefore, for at least four years prior to the filing of this action and through to the present, Defendants have regularly required Class Members to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Class Members "premium pay," i.e. one hour of wages at each Class Member's effective hourly rate of pay, for each meal period that Defendants failed to provide or deficiently provided.

23. Meal period violations thus occurred in one or more of the following manners:

- (a) Class Members were not provided full thirty-minute duty free meal periods for work days in excess of five (5) hours and were not compensated one (1) hour's wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);
- (b) Class Members were not provided second full thirty-minute duty free meal periods for work days in excess of ten (10) hours;
- (c) Class Members were required to work through at least part of their daily meal period(s);
- (d) Meal periods were provided after five (5) hours of continuous work during a shift; and
- (e) Class Members were restricted in their ability to take a full thirty-minute meal period.

24. Class Members were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one (1) hour's wages in lieu thereof. Class Members were restricted in their ability

1 to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest  
2 periods. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the  
3 present, Defendants have consistently failed to provide Class Members with paid rest breaks of not  
4 less than ten minutes for every work period of four or more consecutive hours; or major fraction  
5 thereof, nor did Defendant pay Class Members premium pay for each day on which requisite rest  
6 breaks were not provided or were deficiently provided.

7 25. Rest period violations therefore arose in one or more of the following manners:

- 8 (a) Class Members were required to work without being provided a minimum  
9 ten (10) minute rest period for every four (4) hours or major fraction  
10 thereof worked and were not compensated one (1) hour of pay at their  
11 regular rate of compensation for each workday that a rest period was not  
12 provided;
- 13 (b) Class Members were not authorized and permitted to take timely rest  
14 periods for every four hours worked, or major fraction thereof; and
- 15 (c) Class Members were required to remain on-duty during rest periods or  
16 otherwise had their rest periods interrupted by work demands.

17 26. Defendants also consistently failed to issue accurate itemized wage statements as  
18 required by Labor Code § 226(a). Specifically, the wage statements given to Class Members failed  
19 to accurately account for unpaid wages and overtime because Defendants failed to incorporate  
20 non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and  
21 pay for overtime, double time pay, sick pay, and meal and rest break premiums. Thus, the wage  
22 statements do not provide accurate hourly rates for overtime and the statements do not comply  
23 with Labor Code § 226(a)(9). Moreover, the wage statements given to Class Members failed to  
24 accurately account for unpaid wages and overtime because their actual hours worked were under-  
25 reported due to off the clock work. Additionally, the wage statements given to Class Members  
26 failed to accurately account for premium pay for deficiently provided meal periods and rest  
27 breaks.

28 27. From at least four (4) years prior to filing this lawsuit and continuing to the present,

1 Defendants have thus also had a consistent policy of failing to pay all wages owed to Class  
2 Members at the time of their termination of within seventy-two (72) hours of their resignation, as  
3 required by California wage-and-hour laws. Specifically, Class Members were not paid all regular  
4 and overtime wages because Defendants failed to pay for all hours worked, failed to incorporate  
5 non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and  
6 pay for overtime, double time pay, sick pay, and meal and rest break premiums, and required off  
7 the clock work. Additionally, Defendants failed to pay premium wages owed for unprovided meal  
8 periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said  
9 wages within the required time was willful within the meaning of Labor Code § 203.

10 28. Additionally, from at least four (4) years prior to the filing of this lawsuit and  
11 continuing to the present, Defendants have regularly required Class Members to incur business  
12 expenses in the course of performing their required job duties for Defendants including for home  
13 internet, cell phone expenses, and bounced paycheck fees. Upon information and belief, Class  
14 Members incurred similar costs. These expenses incurred by Class Members were necessary and  
15 required of them in performing their assigned job duties, but Defendants failed to reimburse Class  
16 Members for all such necessary expenditures, thus entitling them to reimbursement according to  
17 proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage  
18 Orders.

19 29. Moreover, Defendants unlawfully received and/or collected wages from employees  
20 by implementing a policy of automatically deducting 30, 60, or 90 minutes worth of vested wages,  
21 from Employees, for alleged meal periods which they were consistently denied.

22 30. Additionally, Defendants violated Labor Code § 2751, which states: "Whenever an  
23 employer enters into a contract of employment with an employee for services to be rendered  
24 within this state and the contemplated method of payment of the employee involves commissions,  
25 the contract shall be in writing and shall set forth the method by which the commissions shall be  
26 computed and paid." Further, Labor Code §2751(b) states in pertinent part: "The employer shall  
27 give a signed copy of the contract to every employee who is a party thereto and shall obtain a  
28 signed receipt for the contract from each employee."

31. Defendants had a consistent and uniform policy, practice and procedure, when entering into contracts of employment with Aggrieved Employees for services to be rendered within California and the contemplated method of payment involved commissions, of failing to utilize a written contract signed by both the employer and employee setting forth the method by which the commissions shall be computed and paid. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code § 2751 and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code § 2751 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

32. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2751, 2802, 2698 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

33. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

### **CLASS ALLEGATIONS**

34. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

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

c. Subclass 3. Reporting Time Pay Subclass. All Class Members who, within the applicable limitations period, were not paid reporting time pay.

d. Subclass 4. Meal Period Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-

1 free meal periods or one hour of pay at the Class Member's regular rate of pay in lieu thereof.

2 e. Subclass 5. Rest Break Subclass. All Class Members who were subject to  
3 Defendants' policy and/or practice of failing to authorize and permit Class Members to take  
4 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction  
5 thereof, and failing to pay one hour of pay at the Class Member's regular rate of pay in lieu  
6 thereof.

7 f. Subclass 6. Wage Statement Subclass. All Class Members who, within the  
8 applicable limitations period, were not provided with accurate itemized wage statements.

9 g. Subclass 7. Termination Pay Subclass. All Class Members who, within the  
10 applicable limitations period, either voluntarily or involuntarily separated from their employment  
11 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon  
12 termination.

13 h. Subclass 8: Failure to Timely Pay Wages Twice Monthly Subclass. All Class  
14 Members who were subject to Defendants' policy and practice of not timely paying all wages  
15 earned when they were due and payable at least twice monthly.

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

19 j. Subclass 10. Expense Reimbursement Subclass. All Class Members who incurred  
20 necessary and reasonable expenses in connection with performing their job duties for Defendant  
21 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

22 k. Subclass 7. Unauthorized Deductions from Wages Subclass. All Class members who  
23 were subject to Defendants' policy and/or practice of automatically deducting 30-minutes worth of  
24 wages from Employees for alleged meal periods they were denied and/or by understating the hours  
25 worked by Employees.

26 l. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a  
27 result of Defendants' business acts and practices, to the extent such acts and practices are found to  
28 be unlawful, deceptive, and/or unfair.

1           35. Plaintiff reserves the right under California Rule of Court 3.765 to amend or  
2 modify the class description with greater particularity or further division into subclasses or  
3 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class  
4 against Defendants, the Class Period should be adjusted accordingly.

5           36. Defendants, as a matter of company policy, practice and procedure, and in violation  
6 of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements,  
7 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged  
8 in a practice whereby Defendants failed to correctly calculate compensation for the time worked  
9 by Class Members, even though Defendants enjoyed the benefit of this work, required Class  
10 Members to perform this work and permitted or suffered to permit this work. Defendants have  
11 uniformly denied these Class Members wages to which these employees are entitled and failed to  
12 provide meal periods or authorize and permit rest periods, in order to unfairly cheat the  
13 competition and unlawfully profit.

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

17           **A. Numerosity**

18           38. The potential members of the class as defined are so numerous that joinder of all  
19 the member of the class is impracticable. While the precise number of class member has not been  
20 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the  
21 time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within  
22 the State of California.

23           39. Accounting for employee turnover during the relevant time period increases this  
24 number substantially. Plaintiff alleges that Defendants’ employment records will provide  
25 information as to the number and location of all Class Members.

26           **B. Commonality**

27           40. There are questions of law and fact common to the Class that predominates over  
28 any questions affecting only individual Class Members. These common questions of law and fact

1 include:

- 2 a. Whether Defendants failed to pay Class Members minimum wages;
- 3 b. Whether Defendants failed to pay Class Members wages for all hours worked;
- 4 c. Whether Defendants failed to pay Class Members overtime as required under Labor  
5 Code § 510;
- 6 d. Whether Defendant failed to pay reporting time pay;
- 7 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable  
8 IWC Wage Orders, by failing to provide Class Members with requisite meal  
9 periods or premium pay in lieu thereof;
- 10 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage  
11 Orders, by failing to authorize and permit Class Members to take requisite rest  
12 breaks or provide premium pay in lieu thereof;
- 13 g. Whether Defendants violated Labor Code § 226(a) by providing Class Members  
14 with inaccurate wage statements;
- 15 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay  
16 wages and compensation due and owing at the time of termination of employment;
- 17 i. Whether Defendants' conduct was willful;
- 18 j. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage  
19 Orders by failing to maintain accurate records of Class Members' earned wages and  
20 work periods;
- 21 k. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class  
22 Members during the relevant time period for all hours worked, whether regular or  
23 overtime;
- 24 l. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- 25 m. Whether Defendants violated Labor Code § 221;
- 26 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse all  
27 necessary business expenses Defendants required them to incur in performing their  
28 job duties;

- 1           o.       Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and  
2           p.       Whether Class Members are entitled to equitable relief pursuant to Business and  
3                 Professions Code § 17200 *et seq.*

4           **C.       Typicality**

5           41.       The claims of the named plaintiff is typical of those of Class Members. The Class  
6 Members all sustained injuries and damages arising out of and caused by Defendants' common  
7 course of conduct in violation of statutes, as well as regulations that have the force and effect of  
8 law, as alleged herein.

9           **D.       Adequacy of Representation**

10          42.       Plaintiff will fairly and adequately represent and protect the interest of the Class  
11 Members. Counsel who represents Class Members are experienced and competent in litigating  
12 employment class actions.

13          **E.       Superiority of Class Action**

14          43.       A class action is superior to other available means for the fair and efficient  
15 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and  
16 questions of law and fact common to all Class Members predominate over any questions affecting  
17 only individual Class Members. Each Class Member has been damaged and is entitled to recovery  
18 by reason of Defendants' illegal policies or practices of failing to compensate Class Members  
19 properly.

20          44.       As to the issues raised in this case, a class action is superior to all other methods for  
21 the fair and efficient adjudication of this controversy, as joinder of all Class Members is  
22 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class  
23 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may  
24 be relatively small, the expense and burden of individual actions makes it difficult for the Class  
25 Members to individually redress the wrongs they have suffered. Moreover, in the event  
26 disgorgement is ordered, a class action is the only mechanism that will permit the employment of  
27 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in  
28 managing this case as a class action, and proceeding on a class-wide basis will permit Class

1 Members to vindicate their rights for violations they endured which they would otherwise be  
2 foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to  
3 them.

4 45. Class action treatment will allow those persons similarly situated to litigate their  
5 claims in the manner that is most efficient and economical for the parties and the judicial system.  
6 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.  
7 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would  
8 set forth the subject and nature of the instant action. The Defendants' own business records can be  
9 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent  
10 that any further notice is required additional media and/or mailings can be used.

11 46. Defendants, as prospective and actual employers of the Class Members, had a  
12 special fiduciary duty to disclose to prospective Class Members the true facts surrounding  
13 Defendants' pay practices, policies and working conditions imposed upon Class Members as well  
14 as the effect of any alleged arbitration agreements that may have been forced upon them. In  
15 addition, Defendants knew they possessed special knowledge about pay practices and policies,  
16 most notably intentionally refusing to pay for all hours actually worked which should have been  
17 recorded in Defendants' pay records and the consequence of the alleged arbitration agreements  
18 and policies and practices on Class Members.

19 47. Class Members did not discover the fact that they were entitled to all pay under the  
20 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about  
21 Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, right to collectively  
22 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief  
23 preventing such practices from continuing. As a result, the applicable statutes of limitation were  
24 tolled until such time as Plaintiff and the Class Members discovered their claims.

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PAY MINIMUM WAGES**

27 **(Against All Defendants)**

28 48. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2           49. Defendants failed to pay Class Members minimum wages for all hours worked.  
3 Defendants had a consistent policy of misstating Class Members' time records and failing to pay  
4 Class Members for all hours worked. Class Members would work hours and not receive wages,  
5 including as alleged above in connection with off the clock work. Defendants, and each of them,  
6 have intentionally and improperly changed, adjusted and/or modified the hours of Class Members,  
7 which resulted in off the clock work and underpayment of all wages owed to Class Members over  
8 a period of time, while benefiting Defendants. Additionally, Defendants failed to incorporate non-  
9 discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for  
10 overtime, double time pay, sick pay, and meal and rest break premiums. During the relevant time  
11 period, Defendants thus regularly failed to pay minimum wages to Class Members, to their  
12 detriment. Additionally, Defendants had a consistent policy of failing to pay Class Members for  
13 hours worked during alleged meal and rest periods for which Class Members were consistently  
14 denied, as also addressed herein. Defendants' uniform pattern of unlawful wage and hour practices  
15 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a  
16 uniform policy and practice that denied accurate compensation to Class Members as to minimum  
17 wage pay.

18           50. In California, employees must be paid at least the then applicable state minimum  
19 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California  
20 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must  
21 timely pay its employees for all hours worked. Defendants failed to do so.

22           51. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:  
23 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to  
24 employees, and the payment of a less wage than the minimum so fixed is unlawful."

25           52. The applicable minimum wages fixed by the commission for work during the  
26 relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

27           53. The minimum wage provisions of California Labor Code are enforceable by private  
28 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to

1 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal  
2 overtime compensation applicable to the employee is entitled to recover in a civil action the  
3 unpaid balance of the full amount of this minimum wage or overtime compensation, including  
4 interest thereon, reasonable attorney's fees and costs of suit."

5 54. As described in California Labor Code §§ 1185 and 1194.2, any action for wages  
6 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,  
7 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage  
8 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for  
9 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may  
10 be used as a credit against a minimum wage obligation.

11 55. In committing these violations of the California Labor Code, Defendants  
12 inaccurately recorded, or required Class Members to input times that did not reflect their actual  
13 hours worked, or calculated the correct time worked and consequently underpaid the actual time  
14 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all  
15 earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare  
16 Commission requirements and other applicable laws and regulations. As a result of these  
17 violations, Defendant also failed to timely pay all wages earned in accordance with California  
18 Labor Code § 1194.

19 56. California Labor Code § 1194.2 also provides for the following remedies: "In any  
20 action under Section 1194 . . . to recover wages because of the payment of a wage less than the  
21 minimum wages fixed by an order of the commission, an employee shall be entitled to recover  
22 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

23 57. In addition to restitution for all unpaid wages, pursuant to California Labor Code §  
24 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely  
25 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each  
26 employee minimum wages.

27 58. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to  
28 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

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

60. Wherefore, Class Members are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code, including § 558, and/or other applicable statutes.

## SECOND CAUSE OF ACTION

## FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

**(Against All Defendants)**

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

62. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the employer in an employee’s name without first filing a claim with the Division of Labor Standards and Enforcement.

63. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class Members: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

64. Defendants had a consistent policy of not paying Class Members wages for all hours worked, including by requiring off the clock work as addressed above. Defendants, and each of them, have intentionally and improperly changed, adjusted and/or modified certain employees' hours, including Plaintiff's, in order to avoid paying Class Members all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Class Members to work through portions of their meal period. Therefore, Class Members were not properly compensated, nor were they paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Class Members a reasonable protocol for correcting time records when Class Members worked overtime hours or to fix incorrect time entries.

65. Defendants' failure to pay Class Members the unpaid balance of regular wages owed and overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

66. Additionally, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Defendants have violated provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

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

68. Class Members have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

69. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B), Defendants are liable to Class Members for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

**THIRD CAUSE OF ACTION**  
**FAILURE TO PAY REPORTING TIME PAY**  
**(Against all Defendants)**

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

71. Section 5(A) of the applicable Wage Order(s), requires that for “[E]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

72. As addressed in detail above, Defendants followed a uniform policy of failing to pay reporting time pay on in accordance with the applicable IWC Wage Order requirements. For example, Defendant required Plaintiff and the Class members to, on occasion, report for a

1 scheduled work day to be told whether work was available for them or not, and when there was no  
2 work, Plaintiff and the Class members would be sent home after waiting for hours. On such days  
3 when Defendant required Plaintiff and the Class Members to report to work only to be sent home  
4 because work was not available, they were not paid required reporting time wages for the hours  
5 they waited without receiving their regular hourly rate of pay for them.

6 73. Plaintiff brings this claim for failure to pay reporting time pay as required by  
7 Section 5 of the applicable IWC Wage Orders pursuant to California Labor Code §1198, which  
8 instructs that: “the maximum hours of work and the standard conditions of labor fixed by the  
9 commission shall be the maximum hours of work and the standard conditions of labor for  
10 employees. The employment of any employee for longer hours than those fixed by the order or  
11 under conditions of labor prohibited by the order is unlawful.”

12 74. Reporting time pay constitutes wages that remain unpaid to Plaintiff and the Class  
13 members, despite the fact that they were required by Defendants to report for work and were under  
14 Defendants’ control during these times and were unable to use their time for their own purposes.  
15 The failure to pay for reporting time pay is a violation of the California wage orders and is a  
16 failure to pay all wages owed, which is a violation of Labor Code §1198.

17 75. Under Section 20(A) of the applicable IWC Wage Orders, Plaintiff and the Class  
18 members are entitled to recover civil penalties, in addition to other penalties, for each underpaid  
19 Employee for violation of Section 5 of the IWC Wage Orders in the amount of \$50 for the initial  
20 violation and \$100 for subsequent violations during each relevant pay period when Defendants  
21 failed to pay reporting time pay. These reporting time pay violations also give rise to violations of  
22 Labor Code §§ 203, 226, and under the PAGA.

23 76. Accordingly, Plaintiff seeks to recover unpaid reporting time pay which Defendants  
24 failed to pay Plaintiff and the Class members pursuant to Sections 5(A) and 20(A) of the  
25 applicable IWC Wage Orders and civil penalties and attorneys’ fees and costs as may be  
26 authorized.

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28 ///

1 **FOURTH CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

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

6 78. Class Members regularly worked shifts greater than five (5) hours and in some  
7 instances, greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ  
8 someone for a shift of more than five (5) hours without providing him or her with a meal period of  
9 not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or  
10 her with a second meal period of not less than thirty (30) minutes.

11 79. Defendants failed to provide Class Members with meal periods as required under  
12 the Labor Code. Defendants placed their needs over Class Members lawful meal breaks and this  
13 resulted in Class Members consistently having to work through their scheduled meal breaks  
14 because the demands of the job would not avail them the opportunity to take a lawfully  
15 uninterrupted and off-duty meal break. Furthermore, upon information and belief, on the occasions  
16 when Class Members worked more than ten (10) hours in a given shift, they did so without  
17 receiving a second uninterrupted thirty (30) minute meal period as required by law.

18 80. Defendants thus failed to provide Class Members with meal periods as required by  
19 the Labor Code, including by not providing them with the opportunity to take meal breaks, by  
20 providing them late or for less than thirty (30) minutes, or by requiring them to perform work  
21 during breaks.

22 81. Moreover, Defendants failed to compensate Class Members for each meal period  
23 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of  
24 the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee  
25 a meal period in accordance with this section, the employer shall pay the employee one (1) hour of  
26 pay at the employee's regular rate of compensation for each workday that the meal period is not  
27 provided. Defendants failed to compensate Class Members for each meal period not provided or  
28 inadequately provided, as required under Labor Code § 226.7.

1           82.     Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,  
2 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages  
3 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a  
4 sum to be proven at trial, as well as the assessment of any statutory penalties against the  
5 Defendants, and each of them, in a sum as provided by the Labor Code and other statutes.

6                                   **FIFTH CAUSE OF ACTION**

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

8                                   **(Against All Defendants)**

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

11           84.     Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders  
12 provide that employers must authorize and permit all employees to take rest periods at the rate of  
13 ten (10) minutes net rest time per four (4) work hours.

14           85.     Class Members consistently worked consecutive four (4) hour shifts and were  
15 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to  
16 authorize and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC  
17 Wage Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for  
18 each consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely  
19 rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants  
20 placed their needs over Class Members lawful rest breaks and this resulted in Class Members  
21 consistently having to work through their scheduled rest breaks because the demands of the job  
22 would not avail them the opportunity to take a lawfully uninterrupted and off-duty rest break.  
23 Thus, Class Members were consistently denied of their rest breaks.

24           86.     Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders  
25 provide that if an employer fails to provide an employee rest period in accordance with this  
26 section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of  
27 compensation for each workday that the rest period is not provided.

28           87.     Defendants, and each of them, have therefore intentionally and improperly denied

1 rest periods to Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of  
2 the applicable IWC Wage Orders.

3 88. Defendants failed to authorize and permit Class Members to take rest periods, as  
4 required by the Labor Code. Moreover, Defendants did not compensate Class Members with an  
5 additional hour of pay at each Class Member's effective hourly rate for each day that Defendants  
6 failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

7 89. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC  
8 Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages  
9 at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to  
10 be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each  
11 of them, in a sum as provided by the Labor Code and/or other statutes.

12 **SIXTH CAUSE OF ACTION**  
13 **VIOLATION OF LABOR CODE § 226(a)**  
14 **(Against All Defendants)**

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

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

24 92. Defendants failed to provide Class Members with accurate itemized wage  
25 statements in writing, as required by the Labor Code. Specifically, the wage statements given to  
26 Class Members failed to accurately account for unpaid wages and overtime because Defendants  
27 failed to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay  
28 used to calculate and pay for overtime, double time pay, sick pay, and meal and rest break

1 premiums. Thus, the wage statements do not provide accurate hourly rates for overtime and the  
2 statements do not comply with Labor Code § 226(a)(9). Moreover, the wage statements given to  
3 Class Members failed to accurately account for unpaid wages and overtime because their actual  
4 hours worked were under-reported due to off the clock work. Additionally, the wage statements  
5 given to Class Members failed to accurately account for premium pay for deficiently provided  
6 meal periods and rest breaks.

7 93. Throughout the liability period, Defendants intentionally failed to furnish to Class  
8 Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages  
9 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any  
10 applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the  
11 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
12 only the last four digits of his or her social security number or an employee identification number  
13 other than a social security number, (8) the name and address of the legal entity that is the  
14 employer and (9) all applicable hourly rates in effect during the pay period and the corresponding  
15 number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226,  
16 amongst other statutory requirements. Defendants knowingly and intentionally failed to provide  
17 Class Members with such timely and accurate wage and hour statements.

18 94. Class Members suffered injury as a result of Defendants' knowing and intentional  
19 failure to provide them with the accurate wage and hour statements as required by law and are  
20 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the  
21 Defendants have failed to provide wage statements with accurate and complete information as  
22 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class  
23 Members cannot promptly and easily determine from the wage statement alone one or more of the  
24 following: (i) The amount of the gross wages or net wages paid to the employee during the pay  
25 period or any of the other information required to be provided on the itemized wage statement  
26 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the  
27 employer made from gross wages to determine the net wages paid to the employee during the pay  
28 period, (iii) The name and address of the employer and, (iv) The name of the employee and only

1 the last four digits of his or her social security number or an employee identification number other  
2 than a social security number. For purposes of Labor Code § 226(e) “promptly and easily  
3 determine” means a reasonable person [i.e. an objective standard] would be able to readily  
4 ascertain the information without reference to other documents or information.

5 95. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code  
6 § 226(a), Class Members suffered injuries, including among other things confusion over whether  
7 they received all wages owed them, the difficulty and expense involved in reconstructing pay  
8 records, and forcing them to make mathematical computations to analyze whether the wages paid  
9 in fact compensated them correctly for all hours worked.

10 96. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC  
11 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual  
12 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one  
13 hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate  
14 penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and  
15 reasonable attorneys’ fees.

16 **SEVENTH CAUSE OF ACTION**  
17 **VIOLATION OF LABOR CODE § 203**  
18 **(Against All Defendants)**

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

21 98. Numerous Class Members are no longer employed by Defendants; they either quit  
22 Defendants’ employ or were fired therefrom.

23 99. Defendants failed to pay these Class Members all wages due and certain at the time  
24 of termination or within seventy-two (72) hours of resignation.

25 100. The wages withheld from these Class Members by Defendants remained due and  
26 owing for more than thirty (30) days from the date of separation from employment.

27 101. Defendants failed to pay Class Members without abatement, all wages as defined  
28 by applicable California law. Specifically, Class Members were not paid all regular and overtime

1 wages because Defendants failed to pay for all hours worked, failed to incorporate non-  
2 discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for  
3 overtime, double time pay, sick pay, and meal and rest break premiums, and required off the clock  
4 work. Additionally, Defendants failed to pay premium wages owed for unprovided meal periods  
5 and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages  
6 within the required time was willful within the meaning of Labor Code § 203.

7 102. Defendants' failure to pay wages, as alleged entitles these Class Members to  
8 penalties under Labor Code § 203, which provides that an employee's wages shall continue until  
9 paid for up to thirty (30) days from the date they were due.

10 **EIGHTH CAUSE OF ACTION**  
11 **VIOLATION OF LABOR CODE § 204**  
12 **(Against All Defendants)**

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

15 104. Labor Code § 204 instructs that: "All wages, ...earned by any person in any  
16 employment are due and payable twice during each calendar month, on days designated in  
17 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,  
18 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month  
19 during which the labor was performed, and labor performed between the 16th and the last day,  
20 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following  
21 month." Additionally, the requirements of this section shall be deemed satisfied by the payment of  
22 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven  
23 calendar days following the close of the payroll period." As detailed above, Defendants  
24 maintained a consistently applied policy and practice of not paying all wages earned between the  
25 1<sup>st</sup> and 15<sup>th</sup> days of a month between the 16<sup>th</sup> and 26<sup>th</sup> day and failed to pay all wages earned  
26 between the 16<sup>th</sup> and the last day of the month between the 1<sup>st</sup> and 10<sup>th</sup> day of the following month.  
27 Defendants similarly failed to pay all wages earned by not more than seven calendar days  
28 following the close of the payroll period. These failures arose from Defendants' failure to pay for

1 all hours worked.

2 105. All wages due and owing to Plaintiff and the Class Members, including as required  
3 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail  
4 above. Additionally, wages required by Labor Code § 1194 and other sections became due and  
5 payable to each Class Member in each pay period that he or she was not provided with a meal  
6 period or rest period or paid straight or overtime wages or commissions to which he or she was  
7 entitled.

8 106. Defendants thus violated Labor Code § 204 by systematically refusing to pay  
9 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the  
10 applicable IWC Wage Orders, employers are required “to pay each employee, on the established  
11 payday for the period involved, not less than the applicable minimum wage for all hours worked in  
12 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer  
13 hours than those fixed by the order or under conditions of labor prohibited by the order is  
14 unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for  
15 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including  
16 penalties under paragraph 20 of the applicable IWC Wage Orders.

17 107. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to  
18 represent they have been deprived of wages in amounts to be determined at trial, and they are  
19 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,  
20 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the  
21 applicable IWC Wage Orders.

22 **NINTH CAUSE OF ACTION**

23 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**

24 **AND 1174.5**

25 **(Against All Defendants)**

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

28 109. California Labor Code § 1174 requires that all employers shall keep accurate time

1 and wage records for all employees. California Labor Code § 1174.5 further requires that any  
2 employee suffering injury due to a willful violation of the aforementioned obligations may seek  
3 damages, including civil penalties, from the employer.

4 110. During the course of Plaintiff's and Class Members' employment, Defendants  
5 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as  
6 required by California Labor Code § 1174 by failing to pay Plaintiff and Class Members proper  
7 wages, overtime, and premium pay as discussed above.

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

10 **TENTH CAUSE OF ACTION**  
11 **VIOLATION OF LABOR CODE § 221**  
12 **(Against All Defendants)**

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

15 113. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or  
16 receive from an employee any part of wages theretofore paid by said employer to said employee."

17 114. Defendants unlawfully received and/or collected wages from employees by  
18 implementing a policy of automatically deducting 30, 60, or 90 minutes worth of vested wages,  
19 from Employees, for alleged meal periods which they were consistently denied, as well as by  
20 understating the hours worked by Employees as alleged above.

21 115. As a direct and proximate cause of the unauthorized deductions, Employees have  
22 been damaged, in an amount to be determined at trial.

23 **ELEVENTH CAUSE OF ACTION**  
24 **REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802**  
25 **(Against All Defendants)**

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

28 117. Under Labor Code § 2802(a) an employer must indemnify its employees for all

1 necessary expenditures or losses incurred by the employee in direct consequence of the discharge  
2 of his or her duties, or of his or her obedience to the directions of the employer.

3 118. Defendants have regularly required Class Members to incur business expenses in the  
4 course of performing their required job duties for Defendants including for home internet, cell phone  
5 expenses, and bounced paycheck fees. These expenses incurred by Class Members were necessary  
6 and required of them in performing their assigned job duties, but Defendants failed to reimburse  
7 Class Members for all such necessary expenditures. Class Members were not reimbursed for those  
8 lawful and necessary work related expenses or losses incurred in direct discharge of their job duties  
9 during employment with Defendants and at the direction of the Defendants pursuant to Labor Code  
10 § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

11 119. As a result of the unlawful acts of Defendants, Class Members have been deprived  
12 of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,  
13 plus interest and penalties thereon, attorneys' fees, and costs.

14 **TWELFTH CAUSE OF ACTION**

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

16 **(Against All Defendants)**

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

19 121. Plaintiff, on behalf of herself, Class Members, and the general public, brings this  
20 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as  
21 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class  
22 Members and the general public. Plaintiff seeks to enforce important rights affecting the public  
23 interest within the meaning of Code of Civil Procedure § 1021.5.

24 122. Plaintiff is a "person" within the meaning of Business & Professions Code  
25 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive  
26 relief, restitution, and other appropriate equitable relief.

27 123. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair  
28 business practices. By the conduct alleged herein, Defendants' practices were deceptive and

1 fraudulent in that Defendants' policy and practice failed to provide the required amount of  
2 compensation for missed meal and rest breaks, and failed to adequately compensate Class  
3 Members for all hours worked, due to systematic business practices as alleged herein that cannot  
4 be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission  
5 requirements in violation of California Business and Professions Code §§ 17200, *et seq.*, and for  
6 which this Court should issue injunctive and equitable relief, pursuant to California Business &  
7 Professions Code § 17203, including restitution of wages wrongfully withheld.

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

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

21         126. Defendants' conduct, as alleged above, constitutes unfair competition in violation  
22 of the Business & Professions Code § 17200 *et seq.*

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

27         128. By the conduct alleged herein, Defendants have engaged and continue to engage in  
28 a business practice which violates California and federal law, including but not limited to, the

1 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor  
2 Code including Sections 203, 204, 226, 226.7, 512, 1194, 1197, and 1198, for which this Court  
3 should issue declaratory and other equitable relief pursuant to California Business & Professions  
4 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair  
5 competition, including restitution of wages wrongfully withheld.

6 129. As a proximate result of the above-mentioned acts of Defendants, Class Members  
7 have been damaged, in a sum to be proven at trial.

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

15 **THIRTEENTH CAUSE OF ACTION**  
16 **VIOLATION OF LABOR CODE § 2698, ET SEQ.**  
17 **(Against All Defendants)**

18 131. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in  
19 full herein.

20 132. Plaintiff and the Employees in the Class are also Class Members as defined under  
21 Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were  
22 or are employed by the alleged violators, Defendants (“Class Members”) during the relevant time  
23 period.

24 133. In failing to pay Class Members minimum wages and overtime, not providing  
25 proper meal and rest periods, failing to provide accurate wage statements, and failing to Pay  
26 Employees upon termination or timely upon resignation, all discussed above, Defendants failed to  
27 timely pay Class Members wages on a semimonthly basis as required under Labor Code § 204.  
28 Defendants also failed to maintain records showing accurate hours worked daily and the wages

1 paid to Class Members, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC  
2 Wage Orders.

3 134. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699  
4 for Defendants' violation of Labor Code provisions included under Labor Code 2699.5, including  
5 the penalty provisions, without limitation, based, inter alia, on the following California Labor  
6 Code sections: 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194,  
7 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 *et seq.*

8 135. More specifically, after complying with the notice procedures of Labor Code §  
9 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General  
10 and other similarly Class Members, a PAGA claim for violations of the above addressed  
11 underlying claims and seeking penalties as specified by the applicable corresponding provisions,  
12 including as follows:

13 (a) Wage Claims: For failure to provide Plaintiff and the Class Members all earned  
14 regular pay and minimum wages for regular hours worked and for failure to pay overtime  
15 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and  
16 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking  
17 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,  
18 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant  
19 to Labor Code § 2699(g)(1);

20 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved  
21 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to  
22 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under  
23 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC  
24 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under  
25 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,  
26 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs  
27 pursuant to Labor Code § 2699(g)(1);

28 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to

1 provide Plaintiff and Class Members with accurate, itemized wage statements and failure to  
2 maintain employment records for Plaintiff and Class Members under Labor Code §§ 226, 1174,  
3 and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all  
4 civil and statutory penalties and wages available and applicable under Labor Code §§ 226, 226.3,  
5 558, 1174.5, 1199, 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for  
6 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing  
7 inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a),  
8 Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3,  
9 which in addition to other penalties provided by law, subjects Defendants to "a penalty in the  
10 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and  
11 one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

12 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at  
13 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,  
14 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,  
15 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20  
16 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code  
17 § 2699(g)(1);

18 (e) Failure to Reimburse Necessary Business Expenses: For Defendants' failure to  
19 reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198,  
20 and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil  
21 penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5,  
22 and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs  
23 pursuant to Labor Code § 2699(g)(1);

24 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code  
25 Sections: For any above addressed violation of the applicable provisions of the IWC Wage  
26 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §  
27 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and  
28 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to

1 Labor Code § 2699(g)(1).

2 136. As also addressed above, Plaintiff, on behalf of the Class Members, also seeks the  
3 penalties and remedies set forth in Labor Code § 558, which states:

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

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

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

21 137. Plaintiff has exhausted her administrative remedies by sending a certified letter to  
22 the LWDA and Defendants postmarked on **January 12, 2024**, addressing in detail the specific  
23 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories  
24 to support the alleged violations and requested penalties. The LWDA has not provided notice of  
25 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the  
26 letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed  
27 herein and in the PAGA Notice Letter and the original Complaint.

28 ///

**RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Class Members and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Class Members for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Class Members for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 221, as may be proven;
10. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 204, as may be proven;
11. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 2802, as may be proven;
12. For restitution for unfair competition pursuant to Business & Professions Code

1 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

2 13. For an order enjoining Defendants and their agents, servants, and employees, and  
3 all persons acting under, in concert with, or for them, from acting in derogation of any rights or  
4 duties adumbrated in this Complaint;

5 14. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

6 15. For other wages and penalties under the Labor Code as may be proven;

7 16. For all general, special, and incidental damages as may be proven;

8 17. For an award of pre-judgment and post-judgment interest;

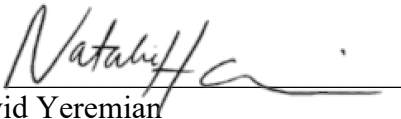
9 18. For an award providing for the payment of the costs of this suit;

10 19. For an award of attorneys' fees; and

11 20. For such other and further relief as this Court may deem proper and just.

12  
13 DATED: March 18, 2024

D.LAW, INC.

14  
15 By: 

David Yeremian

Natalie Haritonian

Jonas Agle

Attorneys for Plaintiff MIYA CAUSEY, and  
all others similarly situated

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DATED: March 18, 2024

By: Natalie Haritonian  
David Yeremian  
Natalie Haritonian  
Jonas Agle  
Attorneys for Plaintiff MIYA CAUSEY, and  
all others similarly situated

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

Adriana Callas, Agent for Process of Service  
714 St James Rd  
Newport Beach, CA 92663

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

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

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

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

  
Kathryn Perez