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VENTURA SUPERIOR COURT

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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

JASON STEWART, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

RYLIST, INC. a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

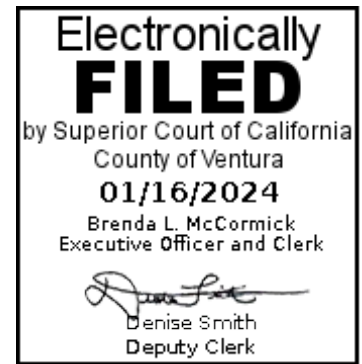
CASE NO.: 2024CUOE019327

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO PAY INTEREST ON DEPOSITS;
10. VIOLATION OF LABOR CODE § 227.3;
11. UNFAIR COMPETITION.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]



1 Plaintiff JASON STEWART, on behalf of Plaintiff and all others similarly situated, alleges
2 as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 RYLIST, INC., and any of its respective subsidiaries or affiliated companies within the State of
7 California (“RYLIST” and collectively, with DOES 1 through 100, as further defined below,
8 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
9 employees employed by or formerly employed by Defendants (“Class Members”).

10 **PARTIES**

11 **A. Plaintiff**

12 2. Plaintiff JASON STEWART is a resident of the State of California. At all relevant
13 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
15 overseeing clients, shift notes motivational groups and medical observations. Plaintiff is informed
16 and believes, and based thereon alleges, that Plaintiff JASON STEWART worked for Defendants
17 from approximately July of 2022 through approximately March of 2023.

18 **B. Defendants**

19 3. Plaintiff is informed and believes and based thereon alleges that defendant RYLIST
20 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
21 the laws of the State of California and doing business in the County of Ventura, State of California.

22 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
23 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
24 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
25 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
26 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
27 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
28 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is

1 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
2 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
3 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
4 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
5 include RYLIST, and any of it’s parent, subsidiary, or affiliated companies within the State of
6 California, as well as DOES 1 through 100 identified herein.

7 **JOINT LIABILITY ALLEGATIONS**

8 5. Plaintiff is informed and believes and based thereon alleges that all the times
9 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
10 representative, joint venture or co-conspirator of each of the other defendants, either actually or
11 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
12 employment, joint venture, and conspiracy.

13 6. All of the acts and conduct described herein of each and every corporate defendant
14 was duly authorized, ordered, and directed by the respective and collective defendant corporate
15 employers, and the officers and management-level employees of said corporate employers. In
16 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
17 their said employees, agents, and representatives, and each of them; and upon completion of the
18 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
19 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
20 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
21 aforementioned corporate employees, agents and representatives.

22 7. Plaintiff is further informed and believes and based thereon alleges that DOES 51
23 through 100 violated, or caused to be violated, the above-referenced and below-referenced Labor
24 Code provisions in violation of Labor Code section 558.1.

25 8. Plaintiff is informed and believes, and based thereon allege, that there exists such a
26 unity of interest and ownership between Defendants, and each of them, that their individuality and
27 separateness have ceased to exist.

28 9. Plaintiff is informed and believes, and based thereon alleges that despite the

1 formation of the purported corporate existence of RYLIST, and DOES 1 through 50, inclusive (the
2 “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100
3 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

- 4 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
5 Defendants who personally committed the wrongful and illegal acts and violated the
6 laws as set forth in this Complaint, and who has hidden and currently hide behind the
7 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
8 other wrongful or inequitable purpose;
- 9 B. The Individual Defendants derive actual and significant monetary benefits by and
10 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
11 Defendants as the funding source for the Individual Defendants’ own personal
12 expenditures;
- 13 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
14 and the Alter Ego Defendants, while really one and the same, were segregated to
15 appear as though separate and distinct for purposes of perpetrating a fraud,
16 circumventing a statute, or accomplishing some other wrongful or inequitable
17 purpose;
- 18 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
19 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
20 mentioned herein were, so mixed and intermingled that the same cannot reasonably
21 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
22 are, and at all relevant times mentioned herein were, used by the Individual
23 Defendants as mere shells and conduits for the conduct of certain of their, and each
24 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
25 herein were, the alter egos of the Individual Defendants;
- 26 E. The recognition of the separate existence of the Individual Defendants and the Alter
27 Ego Defendants would promote injustice insofar that it would permit defendants to
28 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor

1 Code, and other statutory violations. The corporate existence of these defendants
2 should thus be disregarded in equity and for the ends of justice because such
3 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

4 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
5 Defendants (and vice versa), and the fiction of their separate corporate existence
6 must be disregarded;

7 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Defendants, and each of them, are joint employers.

9 **JURISDICTION**

10 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
11 of Civil Procedure section 410.10.

12 12. Venue is proper in Ventura County, California pursuant to Code of Civil Procedure
13 sections 392, et seq. because, among other things, Ventura County is where the causes of action
14 complained of herein arose; the county in which the employment relationship began; the county in
15 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
16 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
17 and Defendants was actually performed; and the county in which Defendants, or some of them,
18 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class
19 Members in Ventura County, and because Defendants employ numerous Class Members in Ventura
20 County.

21 **FACTUAL BACKGROUND**

22 13. For at least four (4) years prior to the filing of this action and continuing to the
23 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
24 some of them, in violation of California state wage and hour laws as a result of, without limitation,
25 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
26 seven consecutive work days in a work week without being properly compensated for hours worked
27 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
28 worked on the seventh consecutive work day in a work week by, among other things, failing to

1 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
2 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
3 by requiring Plaintiff and Class Members: to come early to work and leave late work without being
4 able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking
5 in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out
6 for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
7 safety equipment off the clock, to attend company meetings off the clock, to make phone calls off
8 the clock, to drive off the clock, and/or go through security screenings and/or temperature checks
9 off the clock; failing to include all forms of remuneration, including non-discretionary bonuses,
10 incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into
11 the regular rate of pay for the pay periods where overtime was worked and the additional
12 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental
13 rounding of employee time entries, editing and/or manipulation of time entries; and by attempting
14 but failing to properly implement an alternative workweek schedule ("AWS") (including, without
15 limitation, by failing to implement a written agreement designating the regularly scheduled
16 alternative workweek in which the specified number of work days and work hours are regularly
17 recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by
18 at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the
19 notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election
20 with the State of California, as required by Labor Code section 511 and applicable Wage Orders) to
21 the detriment of Plaintiff and Class Members.

22 14. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
24 or some of them, in violation of California state wage and hour laws as a result of, among other
25 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
26 rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work
27 off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early
28 to work and leave late work without being able to clock in for all that time, to suffer under

1 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
2 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
3 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
4 company meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental
5 rounding of employee time entries; editing and/or manipulation of time entries to show less hours
6 than actually worked; failing to pay split shift premiums; and failing to pay reporting time pay to
7 the detriment of Plaintiff and Class Members.

8 15. For at least four (4) years prior to the filing of this Action and continuing to the
9 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
10 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
11 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
12 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
13 for such unprovided meal periods as required by California wage and hour laws.

14 16. For at least four (4) years prior to the filing of this action and continuing to the
15 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
16 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
17 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
18 California wage and hour laws.

19 17. For at least three (3) years prior to the filing of this action and continuing to the
20 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
21 full amount of their wages owed to them upon termination and/or resignation as required by Labor
22 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
23 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

24 18. For at least one (1) year prior to the filing of this Action and continuing to the present,
25 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
26 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
27 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
28 hours worked at each hourly rate; and other such information as required by Labor Code section

226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

19. For at least one (1) year prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount of their wages for labor performed in a timely fashion as required under Labor Code section 204.

20. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred in purchasing and/or providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related purposes; and purchasing tools necessary to perform work duties.

21. For at least three (3) years prior to the filing of the action and continuing to the present, Defendants have, at times, failed to return interest on deposits made by Plaintiff and Class Members, or some of them, for uniforms.

22. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated employees or former employees within the State of California with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

23. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California with the rights provided to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

24. Plaintiff, on their own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 245, *et seq.*, 404, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium

1 wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage
2 statement penalties, failure to indemnify work-related expenses, failure to pay interest on deposits
3 made, failing to pay vested vacation time at the proper rate of pay, other such provisions of
4 California law, and reasonable attorneys' fees and costs.

5 25. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
6 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
7 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
8 appropriate and effective means to prevent further violations, as well as all monies owed but
9 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
10 restitution of amounts owed.

11 **CLASS ACTION ALLEGATIONS**

12 26. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
13 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
14 and former non-exempt employees of Defendants within the State of California at any time
15 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
16 of the class action is provided to the class (collectively referred to as "Class Members").

17 27. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
18 to amend or modify the class description with greater specificity, further divide the defined class
19 into subclasses, and to further specify or limit the issues for which certification is sought.

20 28. This action has been brought and may properly be maintained as a class action under
21 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
22 of interest in the litigation and the proposed Class is easily ascertainable.

23 **A. Numerosity**

24 29. The potential Class Members as defined are so numerous that joinder of all the
25 members of the Class is impracticable. While the precise number of Class Members has not been
26 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
27 Members employed by Defendants within the State of California.

28 30. Accounting for employee turnover during the relevant periods necessarily increases

1 this number. Plaintiff alleges Defendants' employment records would provide information as to the
2 number and location of all Class Members. Joinder of all members of the proposed Class is not
3 practicable.

4 **B. Commonality**

5 31. There are questions of law and fact common to Class Members. These common
6 questions include, but are not limited to:

- 7 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
8 worked at a proper overtime rate of pay?
- 9 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
10 for all other time worked at the employee's regular rate of pay and a rate of pay that
11 is greater than the applicable minimum wage?
- 12 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
13 Class Members to take compliant meal periods?
- 14 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
15 with additional wages for missed or interrupted meal periods?
- 16 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
17 Class Members to take compliant rest periods?
- 18 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
19 with additional wages for missed rest periods?
- 20 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
21 Members upon termination or resignation all wages earned?
- 22 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
23 section 203?
- 24 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
25 Class Members with accurate wage statements?
- 26 J. Did Defendants fail to pay Class Members in a timely fashion as required under
27 Labor Code section 204?
- 28 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or

- 1 losses incurred in direct consequence of the discharge of their duties or by obedience
2 to the directions of Defendants as required under Labor Code section 2802?
- 3 L. Did Defendants fail to return deposits made by Class Members with accrued interest
4 thereon as required under Labor Code section 404?
- 5 M. Did Defendants violate Labor Code section 227.3 by not providing Class Members
6 with compensation at their final rate of pay for vested paid vacation time.
- 7 N. Did Defendants violate the Unfair Competition Law, Business and Professions Code
8 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 9 O. Are Class Members entitled to restitution of wages under Business and Professions
10 Code section 17203?
- 11 P. Are Class Members entitled to costs and attorneys' fees?
- 12 Q. Are Class Members entitled to interest?

13 **C. Typicality**

14 32. The claims of Plaintiff herein alleged are typical of those claims which could be
15 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
16 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
17 damages arising out of and caused by Defendants' common course of conduct in violation of laws
18 and regulations that have the force and effect of law and statutes as alleged herein.

19 **D. Adequacy of Representation**

20 33. Plaintiff will fairly and adequately represent and protect the interest of Class
21 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
22 hour class actions.

23 **E. Superiority of Class Action**

24 34. A class action is superior to other available means for the fair and efficient
25 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
26 questions of law and fact common to Class Members predominate over any questions affecting only
27 individual Class Members. Class Members, as further described therein, have been damaged and
28 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the

1 violation of the Labor Code at times, as set out herein.

2 35. Class action treatment will allow Class Members to litigate their claims in a manner
3 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
4 any difficulties that are likely to be encountered in the management of this action that would
5 preclude its maintenance as a class action.

6 **FIRST CAUSE OF ACTION**

7 **(Failure to Pay Overtime Wages – Against All Defendants)**

8 36. Plaintiff realleges and incorporates by reference all of the allegations contained in
9 the preceding paragraphs as though fully set forth hereat.

10 37. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
12 Wage Orders.

13 38. At all times relevant to this Complaint, Labor Code section 510 was in effect and
14 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
15 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
16 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

17 39. At all times relevant to this Complaint, Labor Code section 510 further provided that
18 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
19 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
20 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
21 pay.”

22 40. Four (4) years prior to the filing of the Complaint in this Action through the present,
23 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
24 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
25 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
26 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
27 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
28 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come

1 early to work and leave late work without being able to clock in for all that time, to suffer under
2 Defendants’ control due to long lines for clocking in, to complete pre-shift tasks before clocking in
3 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
4 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
5 company meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go
6 through security screenings and/or temperature checks off the clock; failing to include all forms of
7 remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask
8 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods
9 where overtime was worked and the additional compensation was earned for the purpose of
10 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
11 manipulation of time entries; and by attempting but failing to properly implement an alternative
12 workweek schedule (“AWS”) (including, without limitation, by failing to implement a written
13 agreement designating the regularly scheduled alternative workweek in which the specified number
14 of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot
15 election, before the performance of work, by at least a two-thirds (2/3) vote of the affected
16 employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS
17 election; and/or failing to register an AWS election with the State of California, as required by Labor
18 Code section 511 and applicable Wage Orders) to the detriment of Plaintiff and Class Members.

19 41. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
20 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
21 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
22 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
23 applicable IWC Wage Orders, and California law.

24 42. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
25 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
26 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
27 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

28 **SECOND CAUSE OF ACTION**

(Failure to Pay Minimum Wages – Against All Defendants)

43. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

44. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

45. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

46. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay split shift premiums; and failing to pay reporting time pay to the detriment of Plaintiff and Class Members.

47. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

48. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

49. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

50. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

51. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

52. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

53. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

54. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

55. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

1 56. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
2 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
3 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
4 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

5 **FOURTH CAUSE OF ACTION**

6 **(Failure to Provide Rest Periods – Against All Defendants)**

7 57. Plaintiff realleges and incorporates by reference all of the allegations contained in
8 the preceding paragraphs as though fully set forth hereat.

9 58. At all relevant times, Plaintiff and Class Members were employees or former
10 employees of Defendants covered by applicable Wage Orders.

11 59. California law and applicable Wage Orders require that employers “authorize and
12 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
13 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
14 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
15 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
16 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
17 thirty (30) minutes of paid rest period.

18 60. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
19 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
20 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
21 regular rate of compensation for each work day that the rest period is not provided.

22 61. For four (4) years prior to the filing of the Complaint in this Action through the
23 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
24 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
25 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
26 Member's regular rate of compensation on the occasions that Class Members were not authorized
27 or permitted to take compliant rest periods.

28 62. By their failure, at times, to authorize and permit Plaintiff and Class Members to take

rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

63. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

64. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

65. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

66. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

67. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

68. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code

1 sections 201 or 202.

2 69. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
3 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
4 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
5 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
6 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
7 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
8 or resignation.

9 70. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
10 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
11 resignation, until paid, up to a maximum of thirty (30) days.

12 71. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
13 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
14 prior to termination or resignation.

15 72. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
16 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
17 waiting time penalties, interest, and their costs of suit, as well.

18 **SIXTH CAUSE OF ACTION**

19 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

20 73. Plaintiff realleges and incorporates by reference all of the allegations contained in
21 the preceding paragraphs as though fully set forth hereat.

22 74. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

24 75. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
25 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
26 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
27 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate; among other things.

80. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

(Failure to Timely Pay Wages During Employment – Against All Defendants)

1 81. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
2 incorporate each by reference as though fully set forth hereat.

3 82. At all relevant times, Plaintiff and Class Members were employees or former
4 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

5 83. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
6 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
7 during which the labor was performed, and labor performed between the 16th and the last day,
8 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
9 month.”

10 84. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
11 independent and apart from, any other penalty provided in this article, every person who fails to pay
12 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
13 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
14 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
15 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
16 percent of the amount unlawfully withheld.”

17 85. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
18 before the filing of the Complaint in this Action through the present, Defendants employed policies
19 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
20 Labor Code section 204.

21 86. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
22 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
23 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
24 for each subsequent violation in connection with each payment that was made in violation of Labor
25 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

26 87. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
27 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
28 interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

88. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

89. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

90. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . .”

91. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing and/or providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related purposes; and purchasing tools necessary to perform work duties.

92. During that time period, Plaintiff is informed and believes, and based thereon alleges that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and Class Members for those losses and/or expenditures.

93. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

94. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

NINTH CAUSE OF ACTION

(Violation of Labor Code § 404 – Against All Defendants)

1 95. Plaintiff realleges and incorporates by reference all of the allegations contained in
2 the preceding paragraphs as though fully set forth herein.

3 96. At all relevant times, Plaintiff and Class Members were employees or former
4 employees of Defendants covered by Labor Code sections 400 through 410.

5 97. Pursuant to Labor Code section 404, Defendants were required to immediately return
6 amounts deposited for uniforms with accrued interest when Plaintiff and Class Members returned
7 the required uniforms to Defendants.

8 98. Plaintiff is informed and believes, and based thereon alleges that for three (3) years
9 prior to the filing of this Action through the present, due to policies and practices adopted by
10 Defendants, Defendants violated Labor Code section 404 by failing to, at times, immediately return
11 accrued interest on deposits made by Plaintiff and Class Members upon their returning their
12 uniforms to Defendants.

13 99. As a result of Defendants' conduct, Plaintiff and Class Members have suffered
14 damages in an amount subject to proof, to the extent they were not compensated for accrued interest
15 on amounts deposited for mandatory uniforms upon returning their uniforms to Defendants.

16 100. Pursuant to Labor Code sections 218, 218.5, and 404, Plaintiff and Class Members
17 are entitled to recover their unpaid accrued interest on uniform deposits, reasonable attorney's fees
18 and costs of suit.

19 **TENTH CAUSE OF ACTION**

20 **(Violation of Labor Code § 227.3 – Against All Defendants)**

21 101. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
22 the preceding paragraphs of this Complaint as though fully set forth hereon.

23 102. According to Labor Code section 227.3, whenever a contract of employment or
24 employer policy provides for paid vacations, and an employee is terminated without having taken
25 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
26 accordance with such contract of employment or employer policy respecting eligibility or time
27 served.

28 103. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant

1 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
2 that Plaintiff's employment contract with Defendants included paid vacations.

3 104. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
5 employees or former employees within the State of California with compensation at their final rate
6 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

7 105. As a proximate result of Defendants' failure to pay vested vacation at the final rate
8 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
9 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
10 their final rate of pay, as set out in Defendants' policy or the contract of employment between
11 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

12 106. As a further proximate result of Defendants' above-described acts and/or omissions,
13 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
14 prejudgment interest.

15 **ELEVENTH CAUSE OF ACTION**

16 **(Unfair Competition – Against All Defendants)**

17 107. Plaintiff realleges and incorporates by reference all of the allegations contained in
18 the preceding paragraphs as though fully set forth hereat.

19 108. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
20 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
21 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
22 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
23 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
24 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former
25 employees within the State of California with the rights provided to them under the Healthy
26 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
27 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
28 advantage over other comparable companies doing business in the State of California that comply

1 with their obligations to compensate employees in accordance with the Labor Code.

2 109. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
3 Members have suffered injury in fact and lost money or property.

4 110. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
5 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
6 Code and requiring the establishment of appropriate and effective means to prevent further
7 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
8 including interest thereon, in which they had a property interest and which Defendants nevertheless
9 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
10 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
11 by their failure to comply with the Labor Code.

12 111. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
13 Procedure section 1032 and interest under Civil Code section 3287.

14 **DEMAND FOR JURY TRIAL**

15 112. Plaintiff demands a trial by jury on all causes of action contained herein.

16 **PRAYER**

17 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
18 against Defendants as follows:

- 19 A. An order certifying this case as a Class Action;
- 20 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
21 counsel as class counsel;
- 22 C. Damages for all wages earned and owed, including minimum and overtime wages
23 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
24 1194, 1197 and 1199 and 227.3;
- 25 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 26 E. Damages for unpaid premium wages from missed meal and rest periods under,
27 among other Labor Code sections, 512, 558.1 and 226.7;
- 28 F. Penalties for inaccurate wage statements under Labor Code sections 226,

- G. Waiting time penalties under Labor Code sections 203 and 558.1;
- H. Penalties to timely pay wages under Labor Code section 210;
- I. Damages under Labor Code sections 2802 and 558.1;
- J. Damages under Labor Code section 404;
- K. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;
- L. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;
- M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- N. For attorneys' fees in prosecuting this action;
- O. For costs of suit incurred herein; and
- P. For such other and further relief as the Court deems just and proper.

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