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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLOS KHAN, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

KDC/ONE CHATSWORTH, INC., a Delaware
Corporation; KDC/ONE SOCAL
LABORATORIES, LLC, a Delaware Limited
Liability Company; and DOES 1 through 100,
inclusive

Defendants.

Case No.: 24STCV00293

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- (6) FAILURE TO PAY REPORTING
TIME PAY (LABOR CODE §
1198);**
- (7) WAGE STATEMENT
VIOLATIONS (LABOR CODE §
226 *et seq.*);**
- (8) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (9) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200); and**

**(10) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE
§ 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

Plaintiff Carlos Khan (“Plaintiff”), on behalf of himself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint (“Complaint”) against Defendants KDC/ONE CHATSWORTH, INC., a Delaware Corporation; KDC/ONE SOCAL LABORATORIES, LLC, a Delaware Limited Liability Company; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this action for recovery of unpaid wages, penalties, and unreimbursed expenses under California Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in addition to seeking declaratory relief, injunctive relief, and restitution. This class action is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

VENUE

2. Venue is proper in this jurisdictional district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as Defendant’s principal place of business is located in the County of Los Angeles. Defendants own, maintain offices, transact business, have an agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles County, and Defendant are within the jurisdiction of this Court for purpose of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. During the four years immediately preceding the filing of this lawsuit and within the statute of limitations periods applicable to each cause of

1 action pled herein, Plaintiff was employed by Defendants as an hourly employee. Plaintiff was,
2 and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or
3 property, and has been deprived of the rights guaranteed to him by California Labor Code §§ 201-
4 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698
5 *et seq.*, California Business and Professions Code § 17200, and Wage Order 1, which sets
6 employment standards for the manufacturing industry.

7 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
8 years preceding the filing of this Complaint and continuing to the present, Defendants did (and
9 do) business as a cosmetics and beauty product laboratory and manufacturer, with its headquarters
10 in Los Angeles County, and employed Plaintiff and other, similarly situated non-exempt
11 employees within Los Angeles County and the state of California, and, therefore, were (and are)
12 doing business in Los Angeles County and the State of California.

13 5. Plaintiff does not know the true names or capacities, whether individual, partner,
14 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
15 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
16 further amend this Complaint when such true names and capacities are discovered. Plaintiff is
17 informed and believes, and based thereon alleges, that each of said fictitious defendants, whether
18 individual, partner, or corporate, were responsible in some manner for the acts and omissions
19 alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subject
20 to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

21 6. Plaintiff is informed and believes, and thereon alleges, that all Defendants,
22 however designated whether by real or fictitious name, were and are in some manner responsible
23 for the events, happenings, occurrence and instrumentalities upon and about which this action is
24 made. At all relevant times mentioned herein, Defendants were and are the employers of Plaintiff
25 and all similarly situated employees.

26 7. Plaintiff is further informed and believes, and thereon alleges, that each of the
27 Defendants herein, whether designated by real or fictitious name, are, and at all times relevant
28 hereto, were, the agents, servants, and employees and hirelings of each of the co-Defendants, as

1 well as the agents of all Defendants, and in doing things and acts herein alleged and complained
2 of or in failing to do that which they should have done, were acting within the scope of
3 employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified
4 each and every one of the acts or omissions alleged herein.

5 8. At all times mentioned herein, Defendants, and each of them, were members of
6 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
7 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
8 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
9 Members.

10 **GENERAL FACTUAL ALLEGATIONS**

11 9. Defendants are a cosmetics and beauty product laboratory and manufacturer.
12 Plaintiff was employed by Defendants as a non-exempt employee from approximately June 2022
13 to July 2023. Plaintiff's job duties involved collecting and storing chemical waste products.
14 Unless otherwise specified, all allegations herein occurred during Plaintiff's employment with
15 Defendants.

16 10. Defendants utilized timekeeping practices that resulted in Plaintiff not being
17 compensated for all hours actually worked. Specifically, Plaintiff and other non-exempt
18 employees would frequently be clocked out for meal periods but would be interrupted during their
19 meals and asked to perform work without clocking back in, such as when trucks arrived and
20 needed to be unloaded immediately. As a result of this practice, Plaintiff and other non-exempt
21 employees were not paid all minimum and overtime wages owed to them.

22 11. Defendants also failed to provide Plaintiff and other non-exempt employees with
23 compliant meal periods, as meals were frequently not provided until after the end of the fifth hour
24 of work, were cut short, missed altogether, or were interrupted as described above. In addition,
25 Defendants failed to provide Plaintiff and other non-exempt employees with a "net" of 30-minutes
26 for their meal periods after factoring in the time it takes to navigate to and from the meal area, as
27 described below in the following paragraph. Defendants also failed to provide Plaintiff and other
28

1 non-exempt employees with an additional hour of premium pay at their regular rate of pay for
2 each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

3 12. Plaintiff was not authorized and permitted to take a rest period for every 4 hours
4 worked (or major fraction thereof) due to Defendants' rest period policies/practices. Specifically,
5 Plaintiff was frequently denied the opportunity to take rest periods throughout the workday. In
6 addition, when employees did have the opportunity to take a rest period, they were not authorized
7 and permitted to take a "net" of 10 minutes, after factoring in the time it took employees to
8 navigate to and from the break area. Under California law, Defendants are required to authorize
9 and permit a "net" rest period of 10-minutes that does not begin until the employee reaches a rest
10 area away from his or her workstation and must be uninterrupted during the duration of the rest
11 period. *See e.g.*, Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3;
12 *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual
13 § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away
14 from the workstation that is appropriate for rest"); *Augustus v. ABM Security Services, Inc.*, (2016)
15 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of
16 all duties and relinquish any control over how employees spend their break time"). However,
17 Defendants only authorized and permitted Plaintiff and other non-exempt employees to take a
18 total of 10 minutes away from their work area for rest periods. Defendants also failed to provide
19 Plaintiff and other non-exempt employees with an additional hour of premium pay at their regular
20 rate of pay for each workday in which a rest period violation occurred, as required by Labor Code
21 § 226.7.

22 13. Defendants also failed to pay Plaintiff and other non-exempt employees all
23 reporting time wages owed. During Plaintiff's employment with Defendants, Plaintiff and other
24 non-exempt employees were regularly sent home after reporting to work as scheduled on the basis
25 that there was no work available. On occasions when Plaintiff and other non-exempt employees
26 were scheduled and reported to work, but were furnished less than half of their usual or scheduled
27 day's work, Defendants failed to pay Plaintiff and other non-exempt employees with half their
28 usual or scheduled day's work (but in no event less than two hours nor more than four hours), at

1 their regular rate of pay in violation of Wage Order 1 § 5 and Labor Code § 1198.

2 14. Defendants also required Plaintiff and other employees to use their personal
3 cellular phones for a variety of necessary work purposes. However, for at least a portion of the
4 liability period, Defendants did not reimburse Plaintiff or other employees for a reasonable
5 portion of their cellular phone expenses, as mandated by *Cochran v. Schwan's Home Service,*
6 *Inc.*, 228 Cal. App. 4th 1137 (2014), and Labor Code § 2802.

7 15. As a result of Defendants' failure to pay all minimum wages, overtime wages, as
8 well as meal and rest period premium wages, Defendants maintained inaccurate payroll records,
9 issued inaccurate wage statements, and failed to pay all final wages to Plaintiff and other non-
10 exempt employees upon their separation of employment.

11 **CLASS ACTION ALLEGATIONS**

12 16. Class Definitions: Plaintiff brings this action on behalf of himself and the
13 following Classes pursuant to § 382 of the California Code of Civil Procedure:

- 14 a. The Overtime Class consists of all of Defendants' current and former non-exempt
15 employees in California who worked more than eight (8) hours per day and/or
16 forty (40) hours per week were subject to Defendants' timekeeping
17 policies/practices, during the four years immediately preceding the filing of the
18 lawsuit through the present.
- 19 b. The Minimum Wage Class consists of all of Defendants' current and former non-
20 exempt employees in California who were subject to Defendants' timekeeping
21 policies and/or practices, during the four years preceding the filing of the lawsuit
22 through the present.
- 23 c. The Meal Period Class consists of all of Defendants' current and former non-
24 exempt employees in California who worked at least one shift in excess of 5.0
25 hours without a meal period of at least 30-minutes commencing before the end of
26 the fifth hour of work, during the four years immediately preceding the filing of
27 the lawsuit through the present.
- 28

- 1 d. The Rest Period Class consists of all of Defendants' current and former non-
2 exempt employees in California who worked at least one shift in excess of 3.5
3 hours, during the four years immediately preceding the filing of the lawsuit
4 through the present.
- 5 e. The Reimbursement Class consists of all of Defendants' current and former non-
6 exempt employees in California who were subject to Defendants' reimbursement
7 policies/practices, during the four years immediately preceding the filing of the
8 lawsuit through the present.
- 9 f. The Reporting Time Pay Class consists of all of Defendants' current and former
10 non-exempt employees in California who were subject to Defendants' reporting
11 time policies/practices, during the four years immediately preceding the filing of
12 the lawsuit through the present.
- 13 g. The Wage Statement Class consists of all members of the (i) Overtime Class; (ii)
14 Minimum Wage Class; (iii) Meal Period Class; (iv) Rest Period Class; and (v)
15 Reporting Time Pay Class, who received a wage statement from Defendants
16 during the one year immediately preceding the filing of the lawsuit through the
17 present.
- 18 h. The Waiting Time Class consists of all members of the (i) Overtime Class; (ii)
19 Minimum Wage Class; (iii) Meal Period Class; (iv) Rest Period Class; and (v)
20 Reporting Time Pay Class who separated their employment from Defendants
21 during the three years immediately preceding the filing of the lawsuit through the
22 present.

23 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
24 joinder of all members would be unfeasible and not practicable. The membership of the Classes
25 and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Classes
26 number greater than one hundred (100) individuals as to each Class. The identity of such
27 membership is readily ascertainable via inspection of Defendants' employment records.
28

1 **18. Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
3 situated employees, which predominate over questions affecting only individual employees
4 including, without limitation:

- 5 i. Whether Defendants' timekeeping policies and/or practices resulted in the failure
6 to properly compensate members of the Overtime and Minimum Wage Classes;
- 7 ii. Whether Defendants provided all legally compliant meal periods to members of
8 the Meal Period Class;
- 9 iii. Whether Defendants authorized and permitted all legally compliant rest periods to
10 members of the Rest Period Class;
- 11 iv. Whether Defendants provided meal and/or rest period premium payments for non-
12 complaint meal and/or rest periods;
- 13 v. Whether Defendants failed to properly reimbursed the members of the
14 Reimbursement Class for all necessary business expenses incurred;
- 15 vi. Whether Defendants paid all legally required reporting time wages to the members
16 of the Reporting Time Pay Class;
- 17 vii. Whether Defendants furnished legally compliant wage statements to members of
18 the Wage Statement; and
- 19 viii. Whether Defendants' policies and/or practices for the timing and payment of final
20 wages to members of the Waiting Time Class were unlawful.

21 **19. Predominance of Common Questions:** Common questions of law and fact
22 predominate over questions that affect only individual members of the Classes. The common
23 questions of law set forth above are numerous and substantial and stem from Defendants' policies
24 and/or practices applicable to each individual class member, such as Defendants' uniform time
25 shaving, meal and rest period, and reimbursement policies/practices. As such, the common
26 questions predominate over individual questions concerning each individual class member's
27 showing as to his or her eligibility for recovery or as to the amount of his or her damages.
28

1 20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
2 Defendants employed Plaintiff as a non-exempt employee in California during the statute of
3 limitations periods applicable to each cause of action pled herein. As alleged herein, Plaintiff, like
4 the members of the Classes was deprived of all overtime and minimum wages, was not provided
5 all legally required meal and rest breaks, was not reimbursed for necessary business expenditures,
6 was not paid all required reporting time pay, was furnished with inaccurate and incomplete wage
7 statements, and was not paid all final wages upon his separation of employment.

8 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
9 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
10 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
11 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
12 hour class actions in state and federal courts in the past and are committed to vigorously
13 prosecuting this action on behalf of the members of the Classes.

14 22. The California Labor Code is broadly remedial in nature and serves an important
15 public interest in establishing minimum working conditions and standards in California. These
16 laws and labor standards protect the average working employee from exploitation by employers
17 who have the responsibility to follow the laws, and who may seek to take advantage of superior
18 economic and bargaining power in setting onerous terms and conditions of employment. The
19 nature of this action and the format of laws available to Plaintiff and members of the Classes make
20 the class action format a particularly efficient and appropriate procedure to redress the violations
21 alleged herein. If each employee was required to file an individual lawsuit, Defendants would
22 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm
23 the limited resources of each individual plaintiff with their vastly superior financial and legal
24 resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy
25 would also discourage the assertion of lawful claims by employees who would be disinclined to
26 file an action against their former and/or current employer for real and justifiable fear of retaliation
27 and permanent damages to their careers at subsequent employment. Further, the prosecution of
28 separate actions by the individual class members, even if possible, would create a substantial risk

1 of inconsistent or varying verdicts or adjudications with respect to the individual class members
2 against Defendants herein; and which would establish potentially incompatible standards of
3 conduct for Defendants; and/or legal determinations with respect to individual class members
4 which would, as a practical matter, be dispositive of the interest of the other class members not
5 parties to adjudications or which would substantially impair or impede the ability of the class
6 members to protect their interests. Further, the claims of the individual members of the Classes
7 are not sufficiently large to warrant vigorous individual prosecution considering all of the
8 concomitant costs and expenses attending thereto. As such, the Classes (as defined herein) are
9 maintainable under § 382 of the Code of Civil Procedure. As such, each of the Classes (as defined
10 herein) are maintainable under § 382 of the Code of Civil Procedure.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME WAGES**

13 **(AGAINST ALL DEFENDANTS)**

14 23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
16 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
17 overtime hours worked and provide a private right of action for the failure to pay all overtime
18 compensation for overtime work performed.

19 25. At all times relevant herein, Defendants were required to properly pay Plaintiff
20 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
21 Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee
22 “one and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess
23 of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek. Defendants
24 caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the
25 Overtime Pay Class at one and one-half times their regular rate of pay for such hours.

26 26. The foregoing policies and practices alleged herein are unlawful and create
27 entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for
28 the unpaid amount of overtime wages, including interest thereon, statutory penalties, civil

penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198; and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

29. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to compensate Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

30. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

31. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 1.

1 32. The foregoing practices and policies are unlawful and create an entitlement to
2 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
3 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
4 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
5 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed in their affirmative obligation to provide all of their non-exempt employees in California,
12 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
13 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
14 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
15 of the Meal Period Class at their respective regular rates of pay, in accordance with California
16 Labor Code §§ 204, 210, 226.7, and 512.

17 35. As a result, Defendants are responsible for paying premium compensation for meal
18 period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 1,
19 including interest thereon, statutory penalties, civil penalties, and costs of suit.

20 **FOURTH CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 37. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516, 558, and 1198
25 establish the right of employees to be authorized and permitted to take a paid rest period of at
26 least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

27 ///

28 ///

38. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required and legally compliant rest periods, and failed to pay rest period premium wages when rest periods were not authorized and permitted.

39. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289 and Wage Order 1.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.

42. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

43. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 1 § 9, Plaintiff and members of the Reimbursement Class were damaged in sums, which will be shown according to proof.

44. Plaintiff and members of the class are entitled to attorney's fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate

as judgments in civil actions. Thus, Plaintiff is entitled to interest, which shall accrue from the date on which Plaintiff incurred the necessary expenditure.

SIXTH CAUSE OF ACTION

REPORTING TIME PAY VIOLATIONS

(AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

46. Wage Order 1 § 5 provides that “[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, 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. Wage Order 1, § 5 establishes a guarantee of at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.

47. As alleged herein, Defendants have failed to pay Plaintiff and the Reporting Time Pay Class required reporting time pay, when Plaintiff and the Reporting Time Pay Class reported to work as scheduled but were sent home instead in violation of Wage Order 1 § 5 and Labor Code § 204 and 1198.

48. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Reporting Time Pay Class in a civil action for the unpaid amount of reporting time pay, including interest thereon, attorney’s fees and costs of suit according to California Labor Code §§ 204 and 1198.

SEVENTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that

1 included, among other requirements, all minimum and overtime wages owed, all meal and rest
2 period premium wages earned, as well as the number of piece-rate units earned and any applicable
3 piece rate, all in violation of Labor Code § 226.

4 51. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
5 with complete and accurate itemized wage statements resulted in actual injury, as said failures led
6 to, among other things, the non-payment of all minimum and overtime wages owed, all meal and
7 rest period premium wages, and deprived them of the information necessary to identify the
8 discrepancies in Defendants' reported data.

9 52. Defendants' failures create an entitlement to recovery by Plaintiff and members of
10 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
11 Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and
12 costs of suit according to California Labor Code § 226 et seq.

13 **EIGHTH CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **(AGAINST ALL DEFENDANTS)**

16 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs

17 54. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
18 an employer to pay all wages earned immediately at the time of separation of employment in the
19 event the employer discharges the employee, or if the employee provides at least 72 hours of
20 notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of
21 his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon
22 said employee's last date of employment.

23 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
25 at the time of their separation including, among other things unpaid overtime and minimum wages
26 as well as unpaid meal and rest period premium wages. Further, Plaintiff is informed and believes,
27 and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue
28 to fail to pay members of the Waiting Time Class all earned wages at the end of employment in

1 a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to
2 pay all final wages was willful within the meaning of Labor Code § 203.

3 56. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
4 Time Class all earned wages upon separation from employment results in a continued payment
5 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
6 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
7 plus reasonable attorneys' fees and costs of suit.

8 **NINTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(AGAINST ALL DEFENDANTS)**

11 57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 58. Defendants have engaged and continue to engage in unfair and/or unlawful
13 business practices in California in violation of California Business and Professions Code § 17200
14 et seq., by failing to pay Plaintiff and the Classes all overtime and minimum wages owed; failing
15 to provide Plaintiff and the Classes lawful meal periods; failing to authorize and permit Plaintiff
16 and the Classes lawful rest periods; and failing to reimburse Plaintiff and the Classes for all
17 necessary business expenses.

18 59. Defendants' utilization of these unfair and/or unlawful business practices deprived
19 Plaintiff and continues to deprive members of the Classes of compensation to which they are
20 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
21 over Defendants' competitors who have been and/or are currently employing workers and
22 attempting to do so in honest compliance with applicable wage and hour laws.

23 60. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
24 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
25 monies, as necessary and according to proof, to restore all monies withheld, acquired and/or
26 converted by the Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

27 61. The acts complained of herein occurred within the last four years immediately
28 preceding the filing of the Complaint in this action.

62. Plaintiff was compelled to retain the services of counsel to file this court action to protect Plaintiff's interests and those of the Class, to obtain restitution, to secure injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff thereby incurred the financial burden of attorneys' fees and costs, which Plaintiff is entitled to recover under Code of Civil Procedure § 1021.5.

TENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

63. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

64. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each subsequent violation or willful or intentional violation for each failure to pay each employee pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 558, 1194 and 1198;

- b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- c. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiff and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Plaintiff and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Plaintiff and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to pay Plaintiff and other aggrieved employees all reporting time wages owed in violation of Labor Code § 1198;
- g. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- h. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201-203;
- i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 558 and 1174; and
- j. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204.

65. On January 8, 2024, Plaintiff notified Defendants, via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor

Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

66. Based on the foregoing, Plaintiff seeks to represent himself and all other Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and former nonexempt employees who worked for Defendants in California at any time between January 8, 2023 and the present.

67. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Plaintiff's counsel as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed according to proof pursuant to Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

1 9. Upon the Sixth Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 204, 218 *et seq.*, and 1198;

3 10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code
4 § 226 *et seq.*;

5 11. Upon the Eighth Cause of Action for statutory waiting time penalties pursuant to
6 Labor Code § 201-203;

7 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the
8 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
9 practices declared by this Court to be in violation of California Business & Professions Code §
10 17200 *et seq.*;

11 13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other
12 aggrieved employees, and the State of California according to proof pursuant to Labor
13 Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
14 violation for each failure to pay each employee and \$200.00 for each subsequent viol20iolater
15 willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each
16 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
17 \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
18 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent employee pursuant
19 to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and
20 \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay
21 period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation
22 per employee per pay period for those violations of the Labor Code for which no civil penalty is
23 specifically provided, based on the violations of Labor Code sections cited in Paragraph 64 (a)-
24 (j) above;

25 14. Prejudgment interest on all due and unpaid wages pursuant to California Labor
26 Code § 218.6 and Civil Code §§ 3287 and 3289;

27 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code
28 §§ 218.5, 226, 1194 *et seq.*, 2802(c), and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and
///

16. For such other and further relief the Court may deem just and proper.

Dated: March 14, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Fletcher W. Schmidt
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: March 14, 2024

HAINES LAW GROUP, APC

By:


Fletcher W. Schmidt
Attorneys for Plaintiff