

1 D.LAW, INC.
Emil Davtyan (SBN 299363)
2 emil@d.law
David Yeremian (SBN 226337)
3 d.yeremian@d.law
David Keledjian (SBN 309135)
4 d.keledjian@d.law
David Arakelyan (SBN 337076)
5 d.arakelyan@d.law
6 450 N. Broadway Ste. 840
Glendale, CA 91203
7 Telephone: (818) 962-6465
8 Facsimile: (818) 962-6469

9 Attorneys for Plaintiff DANIEL JASSO

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SONOMA

12
13 DANIEL JASSO, on behalf of himself and all
14 others similarly situated, and the general
public,

15 *Plaintiff,*

16 v.

17 SANTA ROSAIDENCE OPCO, LLC, a
18 California corporation; and DOES 1 through
19 50, inclusive,

20 *Defendants.*
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Superior Court of California
County of Sonoma
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Case No.: 24CV01487

[Assigned for all purposes to the Hon. Patrick Broderick, Dept. 16]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 204, 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
3. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
4. Failure to Properly Pay Sick Pay (Lab. Code § 246);
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); and
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*).
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff DANIEL JASSO (“Plaintiff”), on behalf of himself, all others similarly situated, the
2 State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants SANTA
5 ROSAIDENCE OPCO, LLC, a California corporation; and DOES 1 through 50, inclusive,
6 (collectively referred to as “Defendants”) for alleged violations of the California Labor Code and
7 California Business and Professions Code. As set forth below, Plaintiff alleges that Defendants
8 have:

- 9 a. failed to pay all wages owed, including minimum and overtime wages, for all
10 time worked;
11 b. failed to pay overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
13 c. failed to provide lawful meal periods;
14 d. failed to provide lawful rest periods;
15 e. failed to properly pay premium wages for missed meal and rest periods;
16 f. failed to properly pay sick time pay;
17 g. failed to reimburse for necessary business expenditures;
18 h. failed to provide accurate wage statements; and
19 i. failed to timely pay all final wages owed following separation of employment.

20 Based on these alleged Labor Code violations, Plaintiff now brings this class and
21 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
22 restitution, and related relief on behalf of himself, all others similarly situated, and the general public.

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the monetary
25 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
26 jurisdiction of the Superior Court of the State of California.

27 3. Venue is proper in the County of Sonoma pursuant to Code of Civil Procedure sections
28 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are

1 the subject matter of this Complaint occurred therein and/or each defendant is found, maintains
2 offices, transacts business and/or has an agent therein.

3 4. Venue is proper in Sonoma County because Defendants' have at all times alleged
4 herein, conducted business in Sonoma County, and throughout California. As such, venue is proper
5 in any county in California.

6 **PARTIES**

7 5. Plaintiff DANIEL JASSO is, and at all relevant times mentioned herein, an individual
8 residing in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges that Defendant SANTA
10 ROSAIDENCE OPCO, LLC is, and at all relevant times mentioned herein, a California corporation
11 doing business in the State of California.

12 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
13 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
14 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
15 when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the
16 fictitiously named defendants are responsible in some manner for the occurrences, acts and
17 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
18 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
19 capacities of the DOE defendants when ascertained.

20 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
21 mentioned herein, some or all of the defendants were the representatives, agents, employees,
22 partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants
23 of some or all of the other defendants, and in doing the things alleged herein, were acting within the
24 course and scope of such relationship and with the full knowledge, consent, and ratification by such
25 other defendants.

26 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
27 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert
28 and conspired with one another, and aided and abetted one another to accomplish the occurrences,

1 acts and omissions alleged herein.

2 10. This action has been brought and may be maintained as a class action pursuant to Code
3 of Civil Procedure section 382 because there is a well-defined community of interest among the
4 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
5 unaware of any difficulties likely to be encountered in managing this case as a class action.

6 11. **Relevant Time Period:** The relevant time period is defined as the time period
7 beginning four years prior to the filing of this action until judgment is entered.

- 8 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
9 separately, in hourly or non-exempt positions in California four years prior to the
10 filing of this action and ending on the date that final judgment is entered in this
11 action ("Hourly Employee Class").
- 12 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
13 a shift in excess of five (5) hours during the four years prior to the filing of this
14 action and ending on the date that final judgment is entered in this action.
- 15 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
16 shift of at least three and one-half (3.5) hours the four years prior to the filing of
17 this action and ending on the date that final judgment is entered in this action.
- 18 d. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
19 time from four years prior to the filing of this action and ending on the date that
20 final judgment is entered in this action, were not compensated at their regular rate
21 of pay for their sick pay wages.
- 22 e. **Expense Reimbursement Class:** All persons employed by Defendants in
23 California who incurred business expenses during the Relevant Time Period.
- 24 f. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
25 separated from their employment with Defendants during the period beginning
26 three years before the filing of this action and ending when final judgment is
27 entered.
- 28 g. **Wage Statement Class:** All persons employed by Defendants in California during
the period beginning one year before the filing of this action and ending when final
judgment is entered.
- h. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
members employed by Defendants in California during the four years prior to the
filing of this action and ending on the date that final judgment is entered in this
action.

12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right

1 to amend or modify the class definitions with greater specificity, by further division into sub-classes
2 and/or by limitation to particular issues.

3 13. **Numerosity**: The class members are so numerous that the individual joinder of each
4 individual class member is impractical. While Plaintiff does not currently know the exact number
5 of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
6 exceeds the minimum required for numerosity under California law.

7 14. **Commonality and Predominance**: Common questions of law and fact exist as to all
8 class members and predominate over any questions which affect only individual class members.
9 These common questions include, but are not limited to:

- 10 a. Whether Defendants failed to pay minimum and/or overtime wages to class
11 members for all time worked;
- 12 b. Whether Defendants maintained a policy or practice of failing to provide
13 employees with lawful meal periods;
- 14 c. Whether Defendants maintained a policy or practice of failing to provide
15 employees with lawful rest periods;
- 16 d. Whether Defendants failed to pay premium wages to class members when they
17 have not been provided with meal and rest periods at the appropriate rates of pay;
- 18 e. Whether Defendants failed to pay sick time pay at the proper rate;
- 19 f. Whether Defendants failed to reimburse class members for all necessary business
20 expenses incurred during the discharge of their duties;
- 21 g. Whether Defendants failed to provide class members with accurate written wage
22 statements including, among other things, the correct amounts of gross and net
23 wages, total hours worked, and applicable hourly rates of pay;
- 24 h. Whether Defendants applied policies or practices that result in late and/or
25 incomplete final wage payments;
- 26 i. Whether Defendants are liable to class members for waiting time penalties under
27 Labor Code section 203; and
- 28 j. Whether class members are entitled to restitution of money or property that

Defendants may have acquired from them through unfair competition.

15. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

17. **Adequacy of Class Counsel:** Plaintiff's counsel is adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

18. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS

19. Plaintiff worked for Defendants as a non-exempt employee during the relevant and statutory periods.

20. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Class Members proper wages and overtime for all hours worked at the proper rates of pay. First,

1 Plaintiff and Class Members were consistently required to perform work, off-the-clock, for which
2 they were not paid wages. By way of example, Plaintiff and Class Members were systemically
3 required to arrive to work 5-10 minutes to go through COVID screenings, which included
4 temperature checks and answering questionnaires. The foregoing time it took for Plaintiff and Class
5 Members to participate in these health screenings was uncompensated working time under the
6 direction and control of Defendants, for which no wages were paid.

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

10 22. Second, Defendants failed to pay Plaintiff and Class Members overtime wages at the
11 proper and applicable regular rates of pay. Specifically, Plaintiff and Class Members earned
12 incentive pay and shift differentials, as well as performance-based non-discretionary bonuses, in
13 addition to their hourly pay. However, these supplemental earnings were not accounted for when
14 determining Plaintiff and Class Members' regular rates of pay, and respective and proper overtime,
15 premium, and sick rates of pay. Defendants also failed to pay Class Members "premium pay" wages,
16 i.e. one hour of wages at each Class Member's effective hourly rate of pay, for each meal period
17 and/or rest break that Defendants failed to provide or deficiently provided. As a result, Plaintiff and
18 Class Members were not fully compensated for all hours worked.

19 23. Defendants had a common policy and practice of systemically denying Plaintiff and
20 Class Members the opportunity to take meal periods in compliance with the California Law.
21 Specifically, the uncompensated pre-shift duties, discussed herein, caused Plaintiff and Class
22 Members' meal periods to commence after the completion of their fifth hour of work.

23 24. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
24 minutes for each five (5) hour work period due to (1) Defendants' policy and practice of not
25 scheduling each meal period as part of each work shift; and (2) Defendants' policy and practice of
26 requiring putative class members to continue working through their meal and rest periods due to the
27 excessive workload.

28 25. Similarly, Defendants had a common policy and practice of systemically denying

1 Plaintiff and Class Members the opportunity to take rest periods in compliance with California Law.
2 Plaintiff and Class Members were not provided with rest periods of at least ten (10) minutes for
3 each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy and practice
4 of not scheduling each rest period as part of each work shift, including second rest breaks for shifts
5 of six (6) hours or more; and (2) Defendants' policy and practice of requiring putative class
6 members to continue working through their rest breaks due to the excessive workload. In addition,
7 Defendants maintained a policy that unlawfully prohibited Class Members from leaving the work
8 premises during rest periods. Thus, Class Members were consistently denied of their rest breaks.

9 26. Defendants had a common policy and practice of systemically failing to pay Plaintiff
10 and Class Members the requisite sick time pay at the proper rate of pay in accordance with
11 California Law. Specifically, Defendants failed to incorporate all remunerations, including
12 incentive pay, shift differentials and/or non-discretionary bonuses, into the calculation of the regular
13 rate of pay for purposes of calculating sick pay. Therefore, during times when Plaintiff and Class
14 Members worked overtime and received incentive pay, shift differentials and/or non-discretionary
15 bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than required.

16 27. Plaintiff and Class Members were not reimbursed for business expenses incurred in
17 executing their duties under Defendants' employ. Specifically, Plaintiff, and upon information and
18 belief, Class Members were required to purchase necessary office supplies, such and pens. Plaintiff
19 and Class members were not reimbursed for these necessary work-related expenses.

20 28. Plaintiff and Class Members were not provided with accurate wage statements as
21 mandated by law pursuant to Labor Code section 226.

22 29. Specifically, Defendants failed to comply with Labor Code section 226(a)(1), (a)(2),
23 (a)(5) and (a)(9) as Defendants failed to provide Plaintiff and Class members wage statements that
24 accurately reported all hours worked, including overtime, and the applicable hourly rates.
25 Specifically, Defendants failed to properly itemize "total hours worked" pursuant to Labor Code
26 section 226(a)(2) as Defendants included non-working hours as "total hours worked" on Plaintiff's
27 and Class members' wage statements. Defendants also failed to list "all applicable hourly rates"
28 pursuant to Labor Code section 226(a)(9) as Defendants failed to provide rates for hourly incentive

1 pay and shift differentials.

2 30. Defendants have had a consistent policy of failing to pay all wages due and owed to
3 Plaintiff and Class Members at the time of their termination of within seventy-two (72) hours of
4 their resignation, as required by California wage-and-hour laws.

5 31. Finally, Defendants also failed to provide suitable seating to Aggrieved Employees.
6 The operations at Defendant's facilities allowed for the presence and use of a stool or seat by
7 Aggrieved Employees during the performance of their work duties. The nature of the effected job
8 positions can reasonably be accomplished while using a seat or stool. However, Defendant failed
9 to provide Aggrieved Employees suitable seating when the nature of these employees' work
10 reasonably permitted seating.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY HOURLY MINIMUM AND OVERTIME WAGES**

13 **(Lab. Code §§ 204, 223, 510, 1194, 1197 and 1198)**

14 **(Plaintiff and Hourly Employee Class)**

15 32. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 33. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
18 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
19 applicable Wage Order.

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

23 35. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
24 employees at least the minimum wage set forth therein for all hours worked, which consist of all
25 hours that an employer has actual or constructive knowledge that employees are working.

26 36. Labor Code section 1194 invalidates any agreement between an employer and an
27 employee to work for less than the minimum or overtime wage required under the applicable Wage
28 Order.

1 37. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
2 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
3 to the underlying unpaid minimum wages and interest thereon.

4 38. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
5 than the minimum wage required under the applicable Wage Order for all hours worked during a
6 payroll period.

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

10 40. Labor Code section 1198 makes it unlawful for employers to employ employees under
11 conditions that violate the applicable Wage Order.

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

14 42. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
15 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
16 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
17 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
18 worked on the seventh consecutive day of one workweek.

19 43. Labor Code section 510 and Section 3 of the applicable Wage Order also require
20 employers to pay non-exempt employees overtime wages of no less than two (2) times their
21 respective regular rates of pay for all hours worked in excess of twelve (12) hours in one workday
22 and for all hours worked in excess of eight (8) hours on a seventh consecutive workday during the
23 workweek.

24 44. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
25 centrally devised policies and practices to Plaintiff and **Hourly Employee Class** members with
26 respect to working conditions and compensation arrangements.

27 45. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
28 **Employee Class** members for all time worked, including but not limited to, overtime hours at

1 statutory and/or agreed rates.

2 46. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
3 overtime for all hours worked. First, Plaintiff and **Hourly Employee Class** members were
4 consistently required to perform work, off-the-clock, for which they were not paid wages. By way
5 of example, Plaintiff and **Hourly Employee Class** members were systemically required to arrive
6 to work 5-10 minutes to go through COVID screenings, which included temperature checks and
7 answering questionnaires. The foregoing time it took for Plaintiff and **Hourly Employee Class**
8 members to participate in these health screenings was uncompensated working time under the
9 direction and control of Defendants, for which no wages were paid.

10 47. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
11 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
12 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
13 they were systemically denied.

14 48. Second, Defendants failed to pay Plaintiff and **Hourly Employee Class** members
15 overtime wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and **Hourly**
16 **Employee Class** members earned incentive pay and shift differentials, as well as performance-
17 based non-discretionary bonuses, in addition to their hourly pay. However, these supplemental
18 earnings were not accounted for when determining Plaintiff and **Hourly Employee Class** members'
19 regular rates of pay, and respective and proper overtime rates of pay. Defendants also failed to pay
20 **Hourly Employee Class** members "premium pay" wages, i.e. one hour of wages at each **Hourly**
21 **Employee Class** members' effective hourly rate of pay, for each meal period and/or rest break that
22 Defendants failed to provide or deficiently provided. As a result, Plaintiff and **Hourly Employee**
23 **Class** members were not fully compensated for all hours worked.

24 49. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
25 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
26 full amount of wages earned during each pay period during the applicable limitations period,
27 including overtime wages.

28 50. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194, 1194.2, 1197.1 and 1198

1 Plaintiff, on behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid
2 straight time and overtime wages, interest thereon and costs of suit.

3 51. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
4 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
5 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE MEAL PERIODS**

8 **(Lab. Code §§ 204, 226.7, 512, 1174, and 1198)**

9 **(Plaintiff and Meal Period Sub-Class)**

10 52. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
11 fully alleged herein.

12 53. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
13 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
14 Code and the applicable Industrial Welfare Commission Wage Order.

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

20 55. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
21 Commission Wage Order ("Wage Order") both prohibit employers from requiring employees to
22 work during required meal periods and require employers to pay non-exempt employees an hour of
23 premium wages on each workday that the employee is not provided with the required meal period.

24 56. Compensation for missed meal periods constitutes wages within the meaning of Labor
25 Code section 200.

26 57. Labor Code section 1198 makes it unlawful to employ a person under conditions that
27 violate the applicable Wage Order.

28 58. Section 11 of the applicable Wage Order states:

1 No employer shall employ any person for a work period of more than
2 five (5) hours without a meal period of not less than 30 minutes, except
3 that when a work period of not more than six (6) hours will complete
4 the day's work the meal period may be waived by mutual consent of
5 the employer and employee. Unless the employee is relieved of all duty
6 during a 30 minute meal period, the meal period shall be considered an
7 'on duty' meal period and counted as time worked. An 'on duty' meal
8 period shall be permitted only when the nature of the work prevents an
9 employee from being relieved of all duty and when by written
10 agreement between the parties an on-the-job paid meal period is agreed
11 to. The written agreement shall state that the employee may, in writing,
12 revoke the agreement at any time.

13 59. At all relevant times and upon information and belief, Plaintiff was not subject to a
14 valid on-duty meal period agreement. Plaintiff is informed and believes that, at all relevant times,
15 **Meal Period Sub-Class** members were not subject to valid on-duty meal period agreements with
16 Defendants.

17 60. Upon information and belief, Plaintiff alleges that, at all relevant times during the
18 applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiff
19 and members of the **Meal Period Sub-Class** with uninterrupted, duty-free meal periods for at least
20 thirty (30) minutes for each five (5) hour work period, as required by Labor Code section 512 and
21 the applicable Wage Order. Specifically, due to understaffing and heavy workloads, Plaintiff and
22 **Meal Period Sub-Class** members were denied the opportunity to take timely meal periods
23 altogether and/or prior to the completion of their fifth hour of work. Additionally, the
24 uncompensated pre-shift duties, discussed herein, further delayed Plaintiff and **Meal Period Sub-**
25 **Class** members' meal periods to commence after to the completion of the fifth and tenth hours of
26 work.

27 61. Upon information and belief, Plaintiff alleges that, at all relevant times during the
28 applicable limitations period, Defendants maintained a policy or practice of failing to pay premium
wages to **Meal Period Sub-Class** members when they worked five (5) hours without a meal period.

62. Upon information and belief, Plaintiff alleges that, at all relevant times during the
applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiff
and members of the **Meal Period Sub-Class** with a second meal period when they worked shifts of
///

1 ten (10) or more hours and failed to pay them premium wages as required by Labor Code 512 and
2 the applicable Wage Order.

3 63. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
4 himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
5 thereon, and costs of suit.

6 64. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
7 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
8 the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PROVIDE REST PERIODS**

11 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

12 **(Plaintiff and Rest Period Sub-Class)**

13 65. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 66. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
16 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
17 Code and the applicable Wage Order.

18 67. Section 12 of the applicable Wage Order imposes an affirmative obligation on
19 employers to permit and authorize employees to take required rest periods at a rate of no less than
20 ten (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that
21 must be in the middle of each work period insofar as practicable.

22 68. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
23 employers from requiring employees to work during required rest periods and require employers to
24 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on
25 each workday that the employee is not provided with the required rest period(s).

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

28 70. Labor Code section 1198 makes it unlawful to employ a person under conditions that

1 violate the Wage Order.

2 71. Plaintiff alleges that, at all relevant times during the applicable limitations period,
3 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
4 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
5 major fraction thereof, as required by the applicable Wage Order.

6 72. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
7 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
8 Defendants' policy and practice of not scheduling each rest period as part of each work shift,
9 including second rest breaks for shifts of six (6) hours or more; and (2) Defendants' policy and
10 practice of requiring **Rest Period Sub-Class** members to continue working through their rest breaks
11 due to the excessive workload. In addition, Defendants maintained a policy that unlawfully
12 prohibited **Rest Period Sub-Class** members from leaving the work premises during rest periods.
13 Thus, **Rest Period Sub-Class** members were consistently denied of their rest breaks.

14 73. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
15 members additional premium wages when required rest periods were not provided.

16 74. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
17 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon,
18 and costs of suit.

19 75. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
20 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
21 **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO PROPERLY PAY SICK PAY**

24 **(Lab. Code § 246)**

25 **(Plaintiff and Sick Pay Class)**

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

28 77. Labor Code Section 246 affords an employee "who works in California for 30 or more

1 days within a year from the commencement of employment [] paid sick days . . . of not less than
2 one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time
3 off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

4 78. Additionally, Subsection (l) of Section 246 provides:

5 For the purposes of this section, an employer shall calculate paid sick leave
6 using any of the following calculations:

7 (1) Paid sick time for nonexempt employees shall be calculated in the same
8 manner as the regular rate of pay for the workweek in which the employee
9 uses paid sick time, whether or not the employee actually works overtime
10 in that workweek.

11 79. Defendants had a common policy and practice of systemically failing to pay Plaintiff
12 and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law.
13 Specifically, Defendants failed to incorporate all remunerations, including incentive pay, shift
14 differentials and/or non-discretionary bonuses, into the calculation of the regular rate of pay for
15 purposes of calculating sick pay. Therefore, during times when Plaintiff and **Sick Pay Class**
16 Members worked overtime and received incentive pay, shift differentials and/or non-discretionary
17 bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than required.
18 Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages pursuant to the
19 Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil
20 Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to
21 Labor Code § 558(a).

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO INDEMNIFY**

24 **(Lab. Code § 2802)**

25 **(Plaintiff and Reimbursement Class)**

26 80. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
27 herein.

28 81. Labor Code section 2802(a) states:

An employer shall indemnify his or her employee for all necessary
expenditures or losses incurred by the employee in direct consequence

1 of the discharge of his or her duties, or of his or her obedience to the
2 directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.

3 82. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
4 business expenses incurred in executing their duties under Defendants' employ. Specifically,
5 Plaintiff and **Expense Reimbursement Class** members were required to purchase necessary office
6 supplies, such and pens. Plaintiff and **Expense Reimbursement Class** members were not
7 reimbursed for these necessary work-related expenses.

8 83. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
9 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
10 the Complaint and until the date of entry of judgment.

11 84. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
12 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
13 costs pursuant to Code of Civil Procedure section 1021.5.

14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

16 **(Lab. Code § 226)**

17 **(Plaintiff and Wage Statement Penalties Sub-Class)**

18 85. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 86. Labor Code section 226(a) states:

21 An employer, semimonthly or at the time of each payment of wages,
22 shall furnish to his or her employee, either as a detachable part of the
check, draft, or voucher paying the employee's wages, or separately if
23 wages are paid by personal check or cash, an accurate itemized
statement in writing showing (1) gross wages earned, (2) total hours
24 worked by the employee, except as provided in subdivision (j), (3) the
number of piece-rate units earned and any applicable piece rate if the
25 employee is paid on a piece-rate basis, (4) all deductions, provided that
all deductions made on written orders of the employee may be
26 aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the
27 name of the employee and only the last four digits of his or her social
28 security number or an employee identification number other than a

1 social security number, (8) the name and address of the legal entity that
2 is the employer and, if the employer is a farm labor contractor, as
3 defined in subdivision (b) of Section 1682, the name and address of the
4 legal entity that secured the services of the employer, and (9) all
5 applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the
7 employee and, beginning July 1, 2013, if the employer is a temporary
8 services employer as defined in Section 201.3, the rate of pay and the
9 total hours worked for each temporary services assignment. The
10 deductions made from payment of wages shall be recorded in ink or
11 other indelible form, properly dated, showing the month, day, and year,
12 and a copy of the statement and the record of the deductions shall be
13 kept on file by the employer for at least three years at the place of
14 employment or at a central location within the State of California. For
15 purposes of this subdivision, 'copy' includes a duplicate of the itemized
16 statement provided to an employee or a computer-generated record that
17 accurately shows all of the information required by this subdivision.

11 87. Plaintiff is informed and believes that, at all relevant times during the applicable
12 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
13 with accurate statements as the wage statements issued to class members failed to account all hours
14 worked, including overtime, and the applicable hourly rates. Specifically, Defendants failed to
15 properly itemize "total hours worked" pursuant to Labor Code section 226(a)(2) as Defendants
16 included non-working hours as "total hours worked" on Plaintiff's and Class members' wage
17 statements. Defendants also failed to list "all applicable hourly rates" pursuant to Labor Code
18 section 226(a)(9) as Defendants failed to provide rates for hourly incentive pay and shift
19 differentials.

20 88. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
21 **Wage Statement Class** members with accurate written wage statements was intentional in that
22 Defendants have the ability to provide them with accurate wage statements but have intentionally
23 provided them with written wage statements that Defendants have known do not comply with Labor
24 Code section 226(a).

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

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

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

13 **(Lab. Code §§ 201-203)**

14 **(Plaintiff and Waiting Time Penalties Sub-Class)**

15 91. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
16 herein.

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

20 93. At all relevant times, pursuant to Labor Code section 201, employees who have been
21 discharged have been entitled to payment of all final wages immediately upon termination.

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

25 95. Plaintiff is informed and believes that, at all relevant times during the applicable
26 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
27 members all their final wages in accordance with the Labor Code.

28 96. Plaintiff is informed and believes that, at all relevant times during the applicable

1 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
2 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
3 sections 201 or 202 by failing to timely pay them all final wages.

4 97. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
5 timely pay all final wages to Plaintiff and **Waiting Time Penalties Sub-Class** members has been
6 willful in that Defendants have the ability to pay final wages in accordance with Labor Code
7 sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible
8 with those requirements.

9 98. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
10 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
11 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

12 99. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
13 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
14 **Class** members, seeks awards of reasonable attorneys' fees and costs.

15 **EIGHTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

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

18 **(Plaintiff and UCL Class)**

19 100. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
20 herein.

21 101. Business and Professions Code section 17200 defines "unfair competition" to include
22 any unlawful business practice.

23 102. Business and Professions Code sections 17203-17204 allow a person who has lost
24 money or property as a result of unfair competition to bring a class action in accordance with Code
25 of Civil Procedure section 382 to recover money or property that may have been acquired from
26 similarly situated persons by means of unfair competition.

27 103. California law requires employers to pay hourly, non-exempt employees for all hours
28 they are permitted or suffered to work, including hours that the employer knows or reasonable

1 should know that employees have worked.

2 104. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
3 THIRD, FOURTH, and FIFTH causes of action herein.

4 105. Plaintiff lost money or property as a result of the aforementioned unfair competition.

5 106. Defendants have or may have acquired money by means of unfair competition.

6 107. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
7 Code violations described in this Complaint, Defendants violated Labor Code sections 204, 215,
8 216, 225, 226.6, 226.7, 246, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199
9 and 2802, as well as applicable Wage Orders, which make it a misdemeanor to commit the
10 violations alleged herein.

11 108. Defendants have committed criminal conduct through their policies and practices of,
12 *inter alia*, failing to comport with their affirmative obligations as an employer to: pay for all hours
13 worked at the proper rates of pay; provide non-exempt employees with compliant meal and rest
14 periods; pay sick time at the proper rate of pay; and reimburse for necessary business expenditures.

15 109. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
16 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
17 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
18 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
19 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
20 similarly situated persons in a class action proceeding.

21 110. As a result of Defendants' violations of the Labor Code during the applicable
22 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
23 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
24 conduct.

25 111. Plaintiff is informed and believes that other similarly situated persons have been
26 subject to the same unlawful policies or practices of Defendants.

27 112. Due to the unfair and unlawful business practices in violation of the Labor Code,
28 Defendants have gained a competitive advantage over other comparable companies doing business

1 in the State of California that comply with their legal obligations.

2 113. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
3 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
4 violates or is considered unlawful under any other state or federal law.

5 114. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
6 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
7 Defendants, and each of them, and their agents and employees, from further violations of the Labor
8 Code and applicable Wage Orders.

9 115. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
10 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
11 Defendants, and each of them, and their agents and employees, from further violations of the Labor
12 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
13 an order permanently enjoining Defendants, and each of them, and their respective agents and
14 employees, from further violations of the Labor Code and applicable Industrial Welfare
15 Commission Wage Orders.

16 116. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
17 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
18 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
19 and unfair business practices.

20 117. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
21 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
22 reasonable attorneys' fees in connection with their unfair competition claims.

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

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

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

2 **NINTH CAUSE OF ACTION**

3 **CIVIL PENALTIES**

4 **(Lab. Code §§ 2698, *et seq.*)**

5 120. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 121. During the applicable limitations period, Defendants have violated Labor Code §§
7 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5,
8 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

9 122. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
10 himself and other current and former employees, to bring a representative civil action to recover
11 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
12 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

13 123. Plaintiff, a former employee against whom Defendants committed one or more of the
14 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
15 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-
16 exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly
17 employees of Defendants within the state of California from one year prior to the date of this
18 letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively
19 referred to herein as "Aggrieved Employees").

20 124. Plaintiff also alleges that operations at Defendant's facilities allowed for the presence
21 and the use of a stool or seat by the Aggrieved Employees during the performance of their work
22 duties. The nature of the effected job positions can reasonably be accomplished while using a seat
23 or stool. California Labor Code § 1198 requires that "... the standard conditions of labor fixed by
24 the commission shall be the ... standard conditions of labor for employees. The employment of
25

26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 any employee . . . under conditions of labor prohibited by the order is unlawful.” Paragraph
2 (14)(A) of the applicable IWC Wage Orders provides that “[a]ll working employees shall be
3 provided with suitable seats when the nature of the work reasonably permits the use of seats.”
4 Paragraph 14(B) of the applicable IWC Wage Orders provides that “[w]hen employees are not
5 engaged in the active duties of their employment and the nature of the work requires standing, an
6 adequate number of suitable seats shall be placed in reasonable proximity to the work area and
7 employees shall be permitted to use such seats when it does not interfere with the performance of
8 their duties.

9 125. In violation of the applicable sections of the California Labor Code and the
10 requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved
11 Employees suitable seating when the nature of these employees’ work reasonably permitted
12 sitting. Defendants knew or should have known that Aggrieved Employees were entitled to
13 suitable seating and/or were entitled to sit when it did not interfere with the performance of their
14 duties, and that Defendants did not provide suitable seating and did not allow them to sit when it
15 did not interfere with the performance of their duties. With their conduct, Defendants have
16 violated California Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders by
17 failing to provide suitable seating to Aggrieved Employees. Defendants have violated the
18 California Labor Code, including Section 1198, and regulations promulgated thereunder as herein
19 alleged, including Paragraph 14 of the applicable IWC Wage Orders.

20 126. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
21 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
22 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
23 intent to investigate.

24 127. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
25 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a),
26 246, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 27 a. For violations of Labor Code §§ 201, 202, 203, 226.7, 246, 1174, 1194, 1198 and
28 2802, one hundred dollars (\$100) for each employee per pay period for each

- 1 initial violation and two hundred dollars (\$200) for each employee per pay period
2 for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 3 b. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
4 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 5 c. For violations of Labor Code § 204, one hundred dollars (\$100) for each
6 employee for each initial violation that was neither willful nor intentional, two
7 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
8 withheld from each employee, for each initial violation that was either willful or
9 intentional, and two hundred dollars (\$200) for each employee, plus twenty-five
10 percent (25%) of the amount unlawfully withheld from each employee, for each
11 subsequent violation, regardless of whether the subsequent violation was either
12 willful or intentional (penalties set by Labor Code § 210);
- 13 d. For violations of Labor Code § 223, one hundred dollars (\$100) for each
14 employee for each initial violation that was neither willful nor intentional, two
15 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the
16 amount unlawfully withheld from each employee, for each initial violation that
17 was either willful or intentional, and two hundred dollars (\$200) for each
18 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
19 from each employee, for each subsequent violation, regardless of whether the
20 subsequent violation was either willful or intentional (penalties set by Labor
21 Code § 225.5);
- 22 e. For violations of Labor Code § 226(a), if this action is deemed to be an initial
23 citation, two hundred and fifty dollars (\$250) for each employee for each
24 violation. Alternatively, if an initial citation or its equivalent occurred before the
25 filing of this action, one thousand dollars (\$1,000) for each employee for each
26 violation (penalties set by Labor Code § 226.3);
- 27 f. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
28 employee for each initial pay period for which the employee was underpaid, and

one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

- g. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);
- h. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Unreimbursed expenses;
- f. Actual damages;
- g. Liquidated damages;
- h. Restitution;
- i. Declaratory relief;
- j. Pre-judgment interest;
- k. Statutory penalties;
- l. Civil penalties;

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- 1 m. Costs of suit;
- 2 n. Reasonable attorneys' fees; and
- 3 o. Such other relief as the Court deems just and proper.
- 4

5 Dated: October 31, 2024

D.LAW, INC.

6 /s/ David Keledjian

7 Emil Davtyan

8 David Yeremian

9 David Keledjian

David Arakelyan

Attorneys for Plaintiff

10 DANIEL JASSO and the putative class

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: October 31, 2024 D.LAW, INC.

/s/ David Keledjian
Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
DANIEL JASSO and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Gracie Y. Horoupian
Kristina. Noel Buan
Paula Sanchez
Adriana Miranda
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
Email: ghoroupian@fisherphillips.com
Email: kbuan@fisherphillips.com
Email: psanchez@fisherphillips.com
Email: amiranda@fisherphillips.com

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

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

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

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

Executed on October 31, 2024, at Glendale, California.


Jordan Floyd