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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SACRAMENTO

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

15 *Plaintiff,*

16 v.

17 WAG HOTELS, INC., a Delaware
18 corporation; TRINET HR XI, INC., a
19 Delaware corporation; and DOES 1 through
50, inclusive,

20 *Defendants.*
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ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

04/29/2024

By: A. Turner Deputy

Case No.: 24CV003308

Amended as a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

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

JURY TRIAL DEMANDED

1 Plaintiff ANTHONY ISOME (“Plaintiff”), on behalf of himself, all others similarly situated,
2 the 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 WAG
5 HOTELS, INC., a Delaware corporation; TRINET HR XI, INC., a Delaware corporation; and DOES
6 1 through 50, inclusive, (collectively referred to as “Defendants”) for alleged violations of the
7 California Labor Code and California Business and Professions Code. As set forth below, Plaintiff
8 alleges that Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to pay them double time wages at the correct rate;
- 11 c. failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
- 13 d. failed to provide them with meal periods;
- 14 e. failed to provide them with rest periods;
- 15 f. failed to pay them premium wages for missed meal and rest periods;
- 16 g. failed to provide them with accurate written wage statements;
- 17 h. failed to reimburse them with necessary business expenditures;

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

21 **JURISDICTION AND VENUE**

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

25 3. Venue is proper in the County of Sacramento pursuant to Code of Civil Procedure
26 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
27 that are the subject matter of this Complaint occurred therein and/or each Defendant is found,
28 maintains offices, transacts business and/or has an agent therein.

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

PARTIES

5. Plaintiff ANTHONY ISOME is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant WAG HOTELS, INC., is, and at all relevant times mentioned herein, a Delaware corporation doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that Defendant TRINET HR XI, INC., is, and at all relevant times mentioned herein, a Delaware corporation doing business in the State of California.

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

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

10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and

1 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
2 and omissions alleged herein.

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

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

- 9 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
10 separately, and/or any staffing agencies and/or any other third parties in hourly or
11 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this 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 hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 14 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
15 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 16 d. **Wage Statement Class:** All persons employed by Defendants in California during
17 the period beginning one year before the filing of this action and ending when final
judgment is entered.
- 18 e. **Expense Reimbursement Class:** All persons employed by Defendants in
19 California who incurred business expenses during the **Relevant Time Period**.
- 20 f. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
21 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.

22 13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
23 to amend or modify the class definitions with greater specificity, by further division into sub-classes
24 and/or by limitation to particular issues.

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

1 15. **Commonality and Predominance:** Common questions of law and fact exist as to all
2 class members and predominate over any questions which affect only individual class members.

3 These common questions include, but are not limited to:

- 4 a. Whether Defendants maintained a policy or practice of failing to provide
5 employees with their rest periods;
- 6 b. Whether Defendants maintained a policy or practice of failing to provide
7 employees with their meal periods;
- 8 c. Whether Defendants failed to pay premium wages to class members when they
9 have not been provided with meal and rest periods at the appropriate rates of pay;
- 10 d. Whether Defendants failed to pay minimum and/or overtime wages to class
11 members for all time worked;
- 12 e. Whether Defendants failed to provide class members with accurate written wage
13 statements as a result of providing them with written wage statements with
14 inaccurate entries for, among other things, amounts of gross and net wages, and
15 total hours worked;
- 16 f. Whether Defendants failed to reimburse class members for all necessary business
17 expenses incurred during the discharge of their duties;
- 18 g. Whether class members are entitled to restitution of money or property that
19 Defendants may have acquired from them through unfair competition;

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

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

28 18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that

1 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
2 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
3 of Plaintiff and absent class members.

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

14 **GENERAL ALLEGATIONS**

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

17 21. Defendants had a common policy and practice of systemically failing to pay Plaintiff
18 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay.
19 Plaintiff and Class Members were required to perform work, off-the-clock, for which they were not
20 paid wages. Specifically, Plaintiff and Class Members were systemically required to perform off-the-
21 clock work, including reporting and sending/responding to e-mails. Next, Plaintiff and Class
22 Members were systemically required to attend training sessions, off-the-clock. The forgoing and
23 uncompensated working time was under the direction and control of Defendants, for which no wages
24 were paid.

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

28 23. Defendants had a common policy and practice of systemically denying Plaintiff and

1 Class Members the opportunity to take meal periods in compliance with the California Law.
2 Specifically, Plaintiff and Class Members were regularly denied meal periods altogether.
3 Additionally, Plaintiff and Class Members were regularly denied the opportunity to take their meal
4 periods prior to the completion of their fifth hour of work.

5 24. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
6 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
7 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
8 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
9 Defendants' practice of requiring putative class members to continue working through their meal and
10 rest periods due to the excessive workload.

11 25. Defendants had a common policy and practice of systemically denying Plaintiff and
12 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
13 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
14 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
15 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
16 no formal compliant written rest period policy that encouraged employees to take their rest periods,
17 or that properly advised Plaintiff and Class Members of their rest period rights; and (3) Defendants'
18 policy and practice of requiring putative class members to continue working through their rest breaks
19 due to the excessive workload.

20 26. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
21 wages at their appropriate regular rates of pay for each meal and rest period denied.

22 27. Plaintiff and Class Members were not provided with accurate wage statements as
23 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
24 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
25 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."

26 28. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
27 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

28 29. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked

1 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
2 not included.

3 30. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
4 were not accurately reflected in that: all hours worked, including overtime, were not included.

5 31. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
6 hourly rates in effect during the pay period and the corresponding number of hours worked at each
7 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
8 overtime, were not included.

9 32. Plaintiff and Class Members were not reimbursed for business expenses incurred in
10 executing their duties under Defendant’s employ. Specifically, Plaintiff and Class Members were
11 required to use their personal cellular phones for work purposes. Plaintiff and Class Members were
12 not reimbursed for these necessary work-related expenses.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

17 33. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
18 fully alleged herein.

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

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

27 36. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
28 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work

1 during required meal periods and require employers to pay non-exempt employees an hour of
2 premium wages on each workday that the employee is not provided with the required meal period.

3 37. Compensation for missed meal periods constitutes wages within the meaning of Labor
4 Code section 200.

5 38. Labor Code section 1198 makes it unlawful to employ a person under conditions that
6 violate the applicable Wage Order.

7 39. Section 11 of the applicable Wage Order states:

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

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

18 41. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
20 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
21 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
22 Specifically, Plaintiff and **Meal Period Sub-Class** Members were regularly denied meal periods
23 altogether. Additionally, Plaintiff and **Meal Period Sub-Class** Members were regularly denied the
24 opportunity to take their meal periods prior to the completion of their fifth hour of work.

25 42. Plaintiff and **Meal Period Sub-Class** Members were not provided with meal periods
26 of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
27 scheduling each meal period as part of each work shift; (2) no formal written meal policy that
28 encouraged employees to take their meal periods, or that advised **Meal Period Sub-Class** of their

1 meal and rest period rights; and (3) Defendants' practice of requiring the **Meal Period Sub-Class** to
2 continue working through their meal and rest periods due to the excessive workload.

3 43. Plaintiff alleges that, at all relevant times during the applicable limitations period,
4 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
5 **Class** members when they worked five (5) hours without clocking out for any meal period.

6 44. Plaintiff alleges that, at all relevant times during the applicable limitations period,
7 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
8 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
9 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

10 45. Moreover, Defendants written policies fail to inform Meal period Class Members of
11 their meal period rights under the Labor Code and applicable Wage Orders.

12 46. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
13 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
14 regular rates of pay when required meal periods were not provided.

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

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

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PROVIDE REST PERIODS**

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

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

25 49. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
26 herein.

27 50. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
28 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor

1 Code and the applicable Wage Order.

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

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

10 53. Compensation for missed rest periods constitutes wages within the meaning of Labor
11 Code section 200.

12 54. Labor Code section 1198 makes it unlawful to employ a person under conditions that
13 violate the Wage Order.

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

18 56. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
19 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
20 Defendants' policy of not scheduling each rest period as part of each work shift, including second
21 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
22 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**
23 members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest Period**
24 **Sub-Class** members to continue working through their rest breaks due to the excessive workload.

25 57. Furthermore, Defendants failed to pay Plaintiff and **Rest Period Sub-Class** premium
26 pay wages at their appropriate regular rates of pay for each meal and rest period denied.

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

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

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

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

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

(Plaintiff and Hourly Employee Class)

61. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

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

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

67. Labor Code section 1197 makes it unlawful for an employer to pay an employee less

1 than the minimum wage required under the applicable Wage Order for all hours worked during a
2 payroll period.

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

6 69. Labor Code section 1198 makes it unlawful for employers to employ employees under
7 conditions that violate the applicable Wage Order.

8 70. Labor Code section 204 requires employers to pay non-exempt employees their earned
9 wages for the normal work period at least twice during each calendar month on days the employer
10 designates in advance and to pay non-exempt employees their earned wages for labor performed in
11 excess of the normal work period by no later than the next regular payday.

12 71. 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 72. 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 73. 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 respective
21 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
22 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

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

26 75. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
27 **Employee Class** members for all time worked, including but not limited to, overtime hours at
28 statutory and/or agreed rates.

76. Plaintiff and **Hourly Employee Class** members were not paid proper wages and overtime for all hours worked, at the proper rates of pay. Specifically, Plaintiff and **Hourly Employee Class** were systemically required to perform off-the-clock work, including reporting and sending/responding to e-mails. Next, Plaintiff and **Hourly Employee Class** were systemically required to attend training sessions, off-the-clock. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

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

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

79. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and overtime wages, interest thereon and costs of suit.

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

81. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

82. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages,

1 shall furnish to his or her employee, either as a detachable part of the
2 check, draft, or voucher paying the employee's wages, or separately if
3 wages are paid by personal check or cash, an accurate itemized
4 statement in writing showing (1) gross wages earned, (2) total hours
5 worked by the employee, except as provided in subdivision (j), (3) the
6 number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided that
8 all deductions made on written orders of the employee may be
9 aggregated and shown as one item, (5) net wages earned, (6) the
10 inclusive dates of the period for which the employee is paid, (7) the
11 name of the employee and only the last four digits of his or her social
12 security number or an employee identification number other than a
13 social security number, (8) the name and address of the legal entity that
14 is the employer and, if the employer is a farm labor contractor, as
15 defined in subdivision (b) of Section 1682, the name and address of the
16 legal entity that secured the services of the employer, and (9) all
17 applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the
19 employee and, beginning July 1, 2013, if the employer is a temporary
20 services employer as defined in Section 201.3, the rate of pay and the
21 total hours worked for each temporary services assignment. The
22 deductions made from payment of wages shall be recorded in ink or
23 other indelible form, properly dated, showing the month, day, and year,
24 and a copy of the statement and the record of the deductions shall be
25 kept on file by the employer for at least three years at the place of
26 employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

83. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
"detachable part of the check" provision and the "accurate itemized statement in writing" provision
of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
retains the right to elect to receive a written paper stub or record and that those who are provided with
electronic wage statements retain the ability to easily access the information and convert the electronic
statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

84. Plaintiff and **Wage Statement Class** Members were not provided with accurate
wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants
failed to issue wage statements as "a detachable part of the check, draft, or voucher paying the
employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized
statement in writing.

85. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
earned" were not accurately reflected in that: all hours worked, including overtime, were not

1 included.

2 86. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
3 worked by the employee” were not accurately reflected in that: all hours worked, including
4 overtime, were not included.

5 87. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
6 earned” were not accurately reflected in that: all hours worked, including overtime, were not
7 included.

8 88. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
9 hourly rates in effect during the pay period and the corresponding number of hours worked at each
10 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
11 overtime, were not included.

12 89. Plaintiff is informed and believes that, at all relevant times during the applicable
13 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
14 with written wage statements as described above. Additionally, the wage statements issued to class
15 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
16 described above.

17 90. Plaintiff is informed and believes that Defendants’ failure to provide Plaintiff and
18 **Wage Statement Class** Members with accurate written wage statements was intentional in that
19 Defendants have the ability to provide them with accurate wage statements but have intentionally
20 provided them with written wage statements that Defendants have known do not comply with Labor
21 Code section 226(a).

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

1 agencies.

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

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO INDEMNIFY**

9 **(Lab. Code § 2802)**

10 **(Plaintiff and Reimbursement Class)**

11 93. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
12 herein.

13 94. Labor Code section 2802(a) states:

14 An employer shall indemnify his or her employee for all necessary
15 expenditures or losses incurred by the employee in direct consequence
16 of the discharge of his or her duties, or of his or her obedience to the
directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.

17 95. Plaintiff and **Expense Reimbursement Class** Members were not reimbursed for
18 business expenses incurred in executing their duties under Defendants' employ. Specifically, Plaintiff
19 and **Expense Reimbursement Class** Members were required to use their personal cellular phones
20 for work purposes. Plaintiff and **Expense Reimbursement Class** Members were not reimbursed for
21 these necessary work-related expenses.

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

25 97. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** Members, seeks
26 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
27 costs pursuant to Code of Civil Procedure section 1021.5.

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1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

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

4 **(Plaintiff and UCL Class)**

5 98. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 99. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

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

13 101. California law requires employers to pay hourly, non-exempt employees for all hours
14 they are permitted or suffered to work, including hours that the employer knows or reasonable should
15 know that employees have worked.

16 102. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
17 THIRD, AND FIFTH causes of action herein.

18 103. Plaintiff lost money or property as a result of the aforementioned unfair competition.

19 104. Defendants have or may have acquired money by means of unfair competition.

20 105. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
21 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
22 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802
23 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
24 herein.

25 106. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
27 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
28 and reimbursement for necessary business expenditures.

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

7 108. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
9 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

10 109. Plaintiff is informed and believes that other similarly situated persons have been
11 subject to the same unlawful policies or practices of Defendants.

12 110. Due to the unfair and unlawful business practices in violation of the Labor Code,
13 Defendants have gained a competitive advantage over other comparable companies doing business in
14 the State of California that comply with their legal obligations.

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

18 112. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
19 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
20 Defendants, and each of them, and their agents and employees, from further violations of the Labor
21 Code and applicable Wage Orders.

22 113. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
23 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
26 an order permanently enjoining Defendants, and each of them, and their respective agents and
27 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
28 Wage Orders.

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

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

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

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

15 **EIGHTH CAUSE OF ACTION**

16 **CIVIL PENALTIES**

17 **(Lab. Code §§ 2698, *et seq.*)**

18 118. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

19 119. During the applicable limitations period, Defendants have violated Labor Code §§
20 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
21 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

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

2 121. Plaintiff, a former employee against whom Defendants committed one or more of the
3 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
4 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-
5 exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly
6 employees of Defendants within the state of California from one year prior to the date of this letter
7 and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to
8 herein as “Aggrieved Employees”).

9 122. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
10 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
11 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
12 investigate.

13 123. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
14 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 510,
15 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 16 a. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and
17 2802, one hundred dollars (\$100) for each employee per pay period for each
18 initial violation and two hundred dollars (\$200) for each employee per pay period
19 for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 20 b. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
21 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 22 c. For violations of Labor Code § 204, one hundred dollars (\$100) for each
23 employee for each initial violation that was neither willful nor intentional, two
24 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
25 withheld from each employee, for each initial violation that was either willful or
26 intentional, and two hundred dollars (\$200) for each employee, plus twenty-five
27 percent (25%) of the amount unlawfully withheld from each employee, for each
28 subsequent violation, regardless of whether the subsequent violation was either

- willful or intentional (penalties set by Labor Code § 210);
- d. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);
- e. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);
- f. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each 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.

///

1 **PRAYER FOR RELIEF**

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

- 4 a. An order that the action be certified as a class action;
5 b. An order that Plaintiff be appointed class representative;
6 c. An order that counsel for Plaintiff be appointed class counsel;
7 d. Unpaid wages and overtime;
8 e. Actual damages;
9 f. Liquidated damages;
10 g. Unreimbursed expenses;
11 h. Restitution;
12 i. Declaratory relief;
13 j. Pre-judgment interest;
14 k. Statutory penalties;
15 l. Civil penalties;
16 m. Costs of suit;
17 n. Reasonable attorneys' fees; and
18 o. Such other relief as the Court deems just and proper.

19
20 Dated: April 29, 2024

D.LAW, INC.

21
22 

23 _____
24 Emil Davtyan
25 David Yeremian
26 David Keledjian
27 Hrag Alexanian
28 Attorneys for Plaintiff
ANTHONY ISOME, 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: April 29, 2024	D.LAW, INC.
	
	_____ Emil Davtyan David Yeremian David Keledjian Hrag Alexanian Attorneys for Plaintiff ANTHONY ISOME, 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 880 E Broadway, Glendale, CA 91205.

Meagan Banbridge
Nikki Mahmoudi
Ramona Carrillo
Cynthia Cervantes
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[] **(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 April 29, 2024, at Glendale, California.


Jordan Floyd