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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ADRIANA GALINDO RODRIGUEZ, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

DOMINGUEZ LANDSCAPE SERVICES,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24CV002893

CLASS ACTION

Assigned for All Purposes To:

Hon. Judge Jill H. Talley

Dept.: 23

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Recovery of Reporting Time Pay;
4. Meal-Period Liability Under Labor Code § 226.7;
5. Rest-Break Liability Under Labor Code § 226.7;
6. Failure to Pay Vacation Wages
7. Failure to Comply with Labor Code § 245 *et seq.* and 246
8. Violation of Labor Code § 226(a);
9. Violation of Labor Code § 221
10. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
11. Penalties Pursuant to Labor Code § 203; and
12. Violation of Business & Professions Code § 17200 *et seq.*
13. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ADRIANA GALINDO RODRIGUEZ, (hereinafter “Plaintiff”) on behalf of herself
2 and all others similarly situated (collectively, “Employees”; individually, “Employee”) complains
3 of Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all similarly situated current and
6 former employees within the State of California who, at any time four (4) years prior to the filing of
7 this lawsuit, are or were employed as non-exempt hourly employees by DOMINGUEZ
8 LANDSCAPE SERVICES INC, a California corporation; and DOES 1 through 50 (all defendants
9 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
10 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
11 Welfare Commission (IWC), and California Business & Professions Code, and seeks redress.

12 2. Plaintiff is a resident of California and during the time period relevant to this
13 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
14 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
15 worked for Defendants in Sacramento County and/or throughout California, and consistently
16 worked at Defendants’ behest without being paid all wages due. More specifically, Plaintiff and the
17 other similarly situated Class members were employed by Defendants and worked at Defendants’
18 offices and other facilities where the conduct giving rise to the allegations in this Class Action
19 Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants and (1)
20 shared similar job duties and responsibilities, (2) was subjected to the same policies and practices,
21 and (3) endured similar violations at the hands of Defendants as the other Employee Class members
22 who served in similar and related positions.

23 3. Defendants required Plaintiff and the Employees in the Class to perform work while
24 remaining under Defendants’ control before and after being on the clock for their daily work shift.
25 Defendants failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees
26 were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest
27 periods as required by the Labor Code.

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THE PARTIES

A. The Plaintiff

4. Plaintiff ADRIANA GALINDO RODRIGUEZ has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California.

B. The Defendants

5. Defendant DOMINGUEZ LANDSCAPE SERVICES INC, ("Landscape") is a California corporation with its principle executive offices in Sacramento, CA, and has been listed as the employer on the handbook issued to Plaintiff during the relevant time period. Landscape lists a Sacramento, California address with the California Secretary of State and employs Plaintiff and the Class members in California, including at Defendants' offices and facilities in Sacramento, California, and throughout California and conducts business throughout California.

6. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

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

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1 10. Additionally, Defendants required the Employee Class members to clock in and out
2 by using a computer. The timekeeping system thus permitted Defendants to record clock in and
3 clock out times to the real-time minute. However, rather than paying Plaintiff and the Class members
4 for all hours and minutes they actually worked, Defendants followed a uniform policy and practice
5 of rounding all time entries to the nearest quarter hour (i.e., to the nearest 15 minute time increment),
6 and generally did so to the detriment of the Employees, and these unlawfully rounded time entries
7 were inputted into Defendants' payroll system from which wage statements and payroll checks were
8 created. Defendants did so with the ostensible intent of paying Class members only for the hours
9 they were scheduled to work, rather than the hours they were actually under Defendants' control.
10 Plaintiff contends this policy is not neutral and results, over time, to the detriment of the Class
11 members by systematically undercompensating them.

12 11. Defendants had also either failed to maintain timekeeping records for Plaintiff that
13 would permit them to discover the nature and extent of Defendants' unlawful rounding or has
14 refused to produce them to Plaintiff in response to their timely request to be provided with them.

15 12. Moreover, Plaintiff contends that Defendants failed to pay Plaintiff and the Class
16 members all wages due and owing, by failing to provide meal and rest breaks, and failed to furnish
17 accurate wage statements, all in violation of various provisions of the California Labor Code and
18 applicable Wage Order provisions.

19 13. During the course of Plaintiff and the Class members' employment with
20 Defendants, they were not paid all wages they were owed, including for all work performed and
21 for all overtime hours worked, and they were forced to work during their meal and rest breaks to
22 keep labor budgets low.

23 14. As a matter of uniform Company policy, Plaintiff and the Class members were
24 required to work during their meal and rest breaks which were not compensated by Defendants in
25 violation of the California Labor Code. Plaintiff and the Class members were also not paid regular
26 wages and overtime for the time they were required to comply with other requirements imposed
27 upon them, which they had to complete while working through their meal and rest breaks and
28 without compensation. As a result Plaintiff and the Class members worked shifts over eight (8)

1 hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate
2 overtime rate for all such hours, including by being required to perform work duties and tasks
3 without pay and while off-the-clock and due to Defendants' unlawful rounding which caused
4 overtime to begin accruing before it did in Defendants' timekeeping and payroll systems. As a
5 result, Plaintiff and the Class members worked substantial overtime hours during their employment
6 with Defendants for which they were not compensated, in violation of the California Labor Code,
7 applicable IWC Wage Orders.

8 15. As a result of the above described daily work demands and pressures to work through
9 breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the Class
10 members were not properly paid for all wages earned and for all wages owed to them by Defendants,
11 including when working more than eight (8) hours in any given day and/or more than forty (40)
12 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
13 Class members incurred overtime hours worked for which they were not adequately and completely
14 compensated, in addition to the hours they were required to work off the clock. To the extent
15 applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5
16 times the regular rate for the first eight hours of the seventh consecutive work day in a week and
17 overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the
18 seventh consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

19 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
20 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
21 hours worked, and failing to pay minimum wage for all time worked as required by California Law.

22 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
23 to the present, Defendants also failed to pay Employees all wages due and owing because
24 Defendants failed to pay reporting time pay. Specifically, Plaintiff is informed and believes and
25 thereon alleges that all or substantially all of Defendants' hourly paid employees are subject to
26 Defendants' policies and practices requiring them to call in or otherwise show up to work but not
27 being paid half said Employees' usual or scheduled day's work.

28 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing

1 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
2 hours worked, and failing to pay minimum wage for all time worked as required by California Law.

3 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
4 continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees
5 overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours
6 a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve
7 (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage
8 Orders.

9 20. Additionally, from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants have regularly required Employees to work shifts in excess of
11 five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30)
12 minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of
13 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
14 wages at each Employee’s effective regular rate of pay, for each meal period that Defendants failed
15 to provide or deficiently provided.

16 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
17 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
18 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
19 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
20 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
21 purposes of calculating sick pay. Therefore, during times when Plaintiff and Employees worked
22 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
23 nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than
24 required.

25 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
27 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
28 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,

1 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
2 purposes of calculating vacation pay. Therefore, during times when Plaintiff and Employees worked
3 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
4 nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate
5 than required.

6 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
7 present, Defendants have consistently failed to provide Employees with paid duty-free rest breaks
8 of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor
9 did Defendant pay Employees premium pay for each day on which requisite rest breaks were not
10 provided or were deficiently provided at one hour of wages at each Employee's effective regular
11 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

12 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants have consistently and unlawfully collected or received wages from Employees
14 by making automatic deduction from Employees' wages for alleged meal periods which
15 Employees were consistently denied.

16 25. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
17 continuing to the present, Defendants have consistently failed to provide Employees with timely,
18 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
19 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
20 wages based on proper regular rate calculations that included shift differentials, nondiscretionary
21 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
22 compensation of their Employees. Moreover, the wage statements given to Employees by
23 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
24 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
25 to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
26 and required Employees to engage in discovery and refer to outside sources to verify whether their
27 pay was correct and potentially resulting in a miscalculation by the Employees.

28 26. Additionally, from at least four (4) years prior to the filing of this lawsuit, and

1 continuing to the present, Defendants have consistently failed to provide Employees with timely,
2 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

3 27. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
4 continuing to the present, Defendants have consistently failed to keep accurate time and wage
5 records as required by California wage-and-hour laws.

6 28. From at least four (4) years prior to the filing of this lawsuit and continuing to the
7 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
8 performance of their job duties for Defendants including, but not limited to internet and phone usage,
9 which were necessary to perform their duties under Defendants' employ which was used throughout
10 the course of Employees' duties under Defendants' employ in violation of Labor Code § 2802.

11 29. From at least four (4) years prior to filing this lawsuit and continuing to the present,
12 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at
13 the time of their termination of within seventy-two (72) hours of their resignation, as required by
14 California wage-and-hour laws.

15 30. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
16 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.4, 226.7, 227.3, 245 *et seq.*,
17 246, 510, 512, 558, 558.1, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et*
18 *seq.*, and 2802, and applicable provisions of the IWC Wage Orders.

19 31. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
20 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
21 enjoyed from their violations of Labor Code.

22 CLASS ALLEGATIONS

23 32. Plaintiff brings this class action on behalf of herself and all others similarly situated
24 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
25 "All individuals employed by Defendants, at any time within four (4) years of the filing of this
26 lawsuit, as non-exempt, hourly employees within the State of California.

27 33. Further, plaintiff seeks to represent the following Subclasses composed of and
28 defined as follows:

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

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

6 c. Subclass 3. Recovery of Reporting Time Pay. All Class members who were subject
7 to Defendants' policy and/or practice of not compensating reporting time pay.

8 d. Subclass 4. Meal Period Subclass. All Class members who were subject to
9 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty
10 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

11 e. Subclass 5. Rest Break Subclass. All Class members who were subject to
12 Defendants' policy and/or practice of failing to authorize and permit Employees to take
13 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
14 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

15 f. Subclass 6. Vacation Wages Subclass. All Class members who were not
16 compensated at the Employee's regular rate of pay for their vacation wages.

17 g. Subclass 7. Sick Pay Subclass. All Class members who were not compensated at the
18 Employee's regular rate of pay for their sick pay wages.

19 h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable
20 limitations period, were not provided with accurate itemized wage statements.

21 i. Subclass 9. Unauthorized Deductions from Wages Subclass. All Class members who
22 were subject to Defendants' policy and/or practice of automatically deducting 30-minutes worth of
23 wages from Employees for alleged meal periods they were denied.

24 j. Subclass 10. Failure to Reimburse for Necessary Business Expenditures. All Class
25 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
26 the performance of Employees job duties for Defendants which were necessary to perform their
27 duties under Defendants' employ.

28 k. Subclass 11. Termination Pay Subclass. All Class members who, within the

1 applicable limitations period, either voluntarily or involuntarily separated from their employment
2 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
3 termination.

4 1. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
5 result of Defendants' business acts and practices, to the extent such acts and practices are found to
6 be unlawful, deceptive, and/or unfair.

7 34. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
8 the class description with greater particularity or further division into subclasses or limitation to
9 particular issues.

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

13 **A. Numerosity**

14 36. The potential members of the class as defined are so numerous that joinder of all the
15 member of the class is impracticable. While the precise number of class member has not been
16 determined at this time, Plaintiff is informed and believes that, during the time period relevant to
17 this lawsuit, Defendants employed more than 100 individuals within the State of California.

18 37. Accounting for employee turnover during the relevant time period increases this
19 number substantially. Plaintiff alleges that Defendants' employment records will provide
20 information as to the number and location of all class members.

21 **B. Commonality**

22 38. There are questions of law and fact common to the class that predominate over any
23 questions affecting only individual class members. These common questions of law and fact include:

- 24 a. Whether Defendants failed to pay Employees minimum wages;
- 25 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 26 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
27 § 510;
- 28 d. Whether Defendants failed to pay Employees reporting time pay;

- 1 e. Whether Defendants failed to pay Employees vacation wages as required under
2 Labor Code § 227.3;
- 3 f. Whether Defendants failed to pay Employees sick pay as required under Labor Code
4 § 245;
- 5 g. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
6 Wage Orders, by failing to provide Employees with requisite meal periods or
7 premium pay in lieu thereof;
- 8 h. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
9 Orders, by failing to provide Employees with requisite rest breaks or premium pay
10 in lieu thereof;
- 11 i. Whether Defendants violated Labor Code § 226(a);
- 12 j. Whether Defendants violated Labor Code § 221;
- 13 k. Whether Defendants failed to keep accurate time and wage records;
- 14 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
15 wages and compensation due and owing at the time of termination of employment;
- 16 m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and
- 17 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 18 o. Whether Employees are entitled to equitable relief pursuant to Business and
19 Professions Code § 17200 *et seq.*

20 **C. Typicality**

21 39. The claims of the named plaintiff are typical of those of the other Employees.
22 Employees all sustained injuries and damages arising out of and caused by Defendant's common
23 course of conducts in violation of statutes, as well as regulations that have the force and effect of
24 law, as alleged herein.

25 **D. Adequacy of Representation**

26 40. Plaintiff will fairly and adequately represent and protect the interest of Employees.
27 Counsel who represents Employees are experienced and competent in litigating employment class
28 actions.

1 **E. Superiority of Class Action**

2 41. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
4 questions of law and fact common to all Employees predominate over any questions affecting only
5 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
6 Defendants' illegal policies or practices of failing to compensate Employees properly.

7 42. Class action treatment will allow those persons similarly situated to litigate their
8 claims in the manner that is most efficient and economical for the parties and the judicial system.
9 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Against All Defendants)**

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

15 44. Defendants failed to pay Employees minimum wages for all hours worked.
16 Defendants had a consistent policy of misstating Employees time records and failing to pay
17 Employees for all hours worked. Specifically, Plaintiff and Employees were required to respond
18 to work related phone calls while off the clock. Moreover, Employees were required to carry their
19 personal phones during work and respond to work-related requests during meal breaks.
20 Furthermore, the uncompensated time included the time Employees worked off-the-clock during
21 meal periods as a result of Defendants' high demand. Furthermore, the uncompensated time
22 included the time Employees worked off-the-clock during meal periods as a result of Defendants'
23 high demand. Moreover, Employees were required to carry cell phones during work and respond
24 to request during meal breaks. Moreover, Defendants did not pay Plaintiff and Employees at the
25 applicable minimum wage for all hours worked. Additionally, Defendants rounded timekeeping
26 entries and revisions made to timekeeping records to reflect less time worked than was actually
27 worked and Defendants have also intentionally and improperly rounded, changed, adjusted and/or
28 modified Employee hours, while benefiting Defendants. This caused Employees to work without

1 compensation in excess of their eight-hour shift in a given work day. Defendants' uniform pattern
2 of unlawful wage and hour practices manifested, without limitation, applicable to Employees, as a
3 result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff
4 and the other members of the Employees as to minimum wage pay.

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

9 46. The applicable minimum wages fixed by the commission for work during the
10 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore
11 entitled to double the minimum wage during the relevant period.

12 47. The minimum wage provisions of California Labor Code are enforceable by private
13 civil action pursuant to California Labor Code § 1194(a) which states:

14 Notwithstanding any agreement to work for a lesser wage, any
15 employee receiving less than the legal minimum wage or the legal
16 overtime compensation applicable to the employee is entitled to
17 recover in a civil action the unpaid balance of the full amount of this
18 minimum wage or overtime compensation, including interest
19 thereon, reasonable attorney's fees and costs of suit.

20 48. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
21 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

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

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

50. Wherefore, Employees are entitled to recover the unpaid minimum wages (including
double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully
unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor

1 Code § 1194(a).

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

4 **(Against All Defendants)**

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

7 52. By their conduct, as set forth herein, Defendants violated California Labor Code §
8 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
9 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
10 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
11 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
12 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
13 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
14 paying Employees wages for all hours worked including time off the clock when Plaintiff and
15 Employees were required to respond to work related phone calls while off the clock and time when
16 Plaintiff and Employees were required to work during meal breaks. Employees regularly worked
17 over 8 hours on a given day without receiving overtime compensation.

18 53. Defendants consistently improperly rounded down, changed, adjusted Employees
19 time records, paid Employees less than their time records showed.

20 54. Furthermore, on information and belief, Defendants did not pay Plaintiff and
21 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
22 to an hourly wage, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
23 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
24 belief, Defendants failed to incorporate all remunerations, including shift differentials,
25 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
26 of the regular rate of pay for purposes of calculating the overtime wage rate.

27 55. Therefore, during times when Plaintiff and Employees worked overtime and
28 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary

1 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

2 56. Employees have been damaged by these violations of California Labor Code §§ 204
3 and 510 (and the relevant orders of the Industrial Welfare Commission).

4 57. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
5 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
6 full amount of all their unpaid wages and overtime compensation, with interest, plus their
7 reasonable attorneys' fees and costs.

8 58. The forgoing uncompensated work caused Plaintiff and Employees to work in excess
9 of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to
10 overtime and double-time wages which were systemically denied.

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

17 60. Employees have been damaged by these violations of California Labor Code §§ 204
18 and 510 (and the relevant orders of the Industrial Welfare Commission).

19 61. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
20 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
21 full amount of all their unpaid wages and overtime compensation, with interest, plus their
22 reasonable attorneys' fees and costs.

23 **THIRD CAUSE OF ACTION**

24 **RECOVERY OF REPORTING TIME PAY**

25 **(Against All Defendants)**

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

28 63. The IWC Wage Orders, require that reporting time pay be provided to any employee

1 who is required to report for work and does report, but is not put to work or is furnished less than
2 half said employee's usual or scheduled day's work.

3 64. Plaintiff is informed and believes and thereon alleges that all or substantially all of
4 Defendants' hourly paid employees are subject to Defendants' policies and practices requiring them
5 to call in or otherwise show up to work but not being paid half said Employees' usual or scheduled
6 day's work.

7 65. Therefore, Employees are owed the unpaid balance of said wages pursuant to the
8 Wage order according to proof at trial, Interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil
9 Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to
10 Labor Code § 558(a).

11 **FOURTH CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

16 67. Employees regularly worked shifts greater than five (5) hours and greater than ten
17 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more
18 than five (5) hours without providing him or her with a meal period of not less than thirty (30)
19 minutes or for a shift of more than ten (10) hours without providing him or her with a second meal
20 period of not less than thirty (30) minutes.

21 68. Defendants failed to provide Employees with meal periods as required under the
22 Labor Code. Employees were consistently required to work through their meal periods which they
23 were consistently denied. Employees were also required to take meal periods after working well
24 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
25 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
26 period as required by law.

27 69. Moreover, Defendants failed to compensate Employees for each meal period not
28 provided or inadequately provided, as required under Labor Code § 226.7. Additionally, as detailed

1 above, when Defendants did pay meal period premiums, they did so at the normal regular rate of
2 pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly
3 calculating the regular rate.

4 70. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
5 amount equal to one (1) hour of wages at their effective regular rates of pay for each meal period
6 not provided or deficiently provided, a sum to be proven at trial.

7 **FIFTH CAUSE OF ACTION**

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

9 **(Against All Defendants)**

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

12 72. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
13 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
14 not less than ten (10) minutes for each consecutive four (4) hour shift.

15 73. Defendants failed to provide Employees with timely rest breaks of not less than ten
16 (10) minutes for each consecutive four (4) hour shift.

17 74. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260
18 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and
19 relinquish any control over how employees spend their time.” Defendants did not allow Employees
20 to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered
21 [employees] by time and policy to a particular location” and therefore fails to relieve employees of
22 all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th at 269.

23 75. Moreover, Defendants did not compensate Employees with an additional hour of pay
24 at each Employee’s effective regular rate for each day that Defendants failed to provide them with
25 adequate rest breaks, as required under Labor Code § 226.7. Additionally, as detailed above, when
26 Defendants did pay rest period premiums, they did so at the normal regular rate of pay without
27 factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the
28 regular rate.

1 76. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
2 amount equal to one (1) hour of wages at their effective regular rates of pay for each day worked
3 without the required rest breaks, a sum to be proven at trial.

4 **SIXTH CAUSE OF ACTION**
5 **FAILURE TO PAY VACATION WAGES**
6 **(Against All Defendants)**

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

9 78. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
10 employment policy provides for paid vacation and an employee is terminated without having taken
11 off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in
12 accordance with said contract of employment or policy respecting eligibility or time served.

13 79. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
14 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
15 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.
16 Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §
17 227.3.

18 **SEVENTH CAUSE OF ACTION**
19 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**
20 **(Against All Defendants)**

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

23 81. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
24 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
25 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
26 with the pay calculation under California Labor Code § 246(1).

27 82. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
28 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of

1 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
2 calculating the amount of paid sick time due when sick time is used according to the requirements
3 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
4 rate, in violation of the law.

5 83. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
6 § 245 *et seq.* and §§ 245 *et seq.* and 246.

7 **EIGHTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 226(a)**
9 **(Against All Defendants)**

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

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

19 86. Defendants failed to provide Employees with accurate itemized wage statements in
20 writing, as required by the Labor Code. Specifically, the wage statements by Defendants failed to
21 accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks,
22 reflected the incorrect hours worked due to the rounding, and automatically deducted wages for
23 alleged meal periods. Employees' wage statements did not include: the total hours worked in
24 violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in
25 effect during the pay period and the corresponding number of hours worked at each such rate in
26 violation of Labor Code § 226 (a)(9). The wage statements provided to Employees were confusing
27 and required Employees to engage in discovery and refer to outside sources to verify whether their
28 pay was correct and potentially resulting in a miscalculation by the Employees. Moreover,

1 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
2 wages based on proper regular rate calculations that included shift differentials, nondiscretionary
3 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
4 compensation of their Employees. Additionally, the wage statements given to Employees by
5 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
6 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
7 to Employees, as alleged hereinabove.

8 87. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
9 Employees suffered injuries, including among other things confusion over whether they received all
10 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
11 them to make mathematical computations to analyze whether the wages paid in fact compensated
12 them correctly for all hours worked.

13 88. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the
14 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
15 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding
16 an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs
17 and reasonable attorneys' fees.

18 89. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil
19 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
20 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each
21 pay period.

22 90. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any
23 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
24 according to proof.

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NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

91. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

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

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

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

TENTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES
IN VIOLATION OF LABOR CODE § 2802
(Against All Defendants)

95. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

96. Under Labor Code § 2802(a) an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

97. Employees incurred necessary expenditures in the performance of their job duties for Defendants, the cost of cell phone usage and internet usage which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

98. As a result of the unlawful acts of Defendants, Employees have been deprived of

1 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
2 plus interest and penalties thereon, attorneys' fees, and costs.

3 **ELEVENTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 203**
5 **(Against All Defendants)**

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

8 100. Numerous Employees are no longer employed by Defendants; they either quit
9 Defendants' employ or were fired therefrom.

10 101. Defendants failed to pay these Employees all wages due and certain at the time of
11 termination or within seventy-two (72) hours of resignation.

12 102. The wages withheld from these Employees by Defendants remained due and owing
13 for more than thirty (30) days from the date of separation of employment.

14 103. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
15 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
16 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
17 to thirty (30) days from the date they were due.

18 **TWELFTH CAUSE OF ACTION**
19 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**
20 **(Against All Defendants)**

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

23 105. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
24 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
25 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
26 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
27 meaning of Code of Civil Procedure § 1021.5.

28 106. Plaintiff is a "person" within the meaning of Business & Professions Code

1 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
2 relief, restitution, and other appropriate equitable relief.

3 107. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
4 practices.

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

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

18 110. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
19 violation of the Business & Professions Code § 17200 *et seq.*

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

24 112. As a proximate result of the above-mentioned acts of Defendants, Employees have
25 been damaged, in a sum to be proven at trial.

26 113. Unless restrained by this Court Defendants will continue to engage in such unlawful
27 conduct as alleged above. Pursuant to the Business & Professions Code this Court should make such
28 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the

1 use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by
2 the Business & Professions Code, including but not limited to the disgorgement of such profits as
3 may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

4 **THIRTEENTH CAUSE OF ACTION**

5 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

6 **(Against All Defendants)**

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

9 115. Plaintiff and Employees are aggrieved employees as defined under Labor Code
10 §2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
11 alleged violators, Defendants.

12 116. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
13 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty
14 provisions, without limitation, based on the following California Labor Code sections: 201, 202,
15 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.4, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
16 558.1, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.*, and 2802.

17 117. The penalties shall be allocated as follows: 75% to the Labor and Workforce
18 Development Agency (LWDA) and 25% to the affected employee.

19 118. Employees also seek any and all penalties and remedies set forth in Labor Code
20 § 558, which states:

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

1 (b) If upon inspection or investigation the Labor Commissioner
2 determines that a person had paid or caused to be paid a wage for
3 overtime work in violation of any provision of this chapter, or any
4 provision regulating hours and days of work of the Industrial
5 Welfare Commission, the Labor Commissioner may issue a citation.
6 The procedures for issuing, contesting, and enforcing judgments for
7 citations of civil penalties issued by the Labor Commissioner for
8 violation of this chapter shall be the same as those set out in Section
9 1197.1.

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

12 119. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
13 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
14 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
15 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
16 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
17 that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

18 120. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
19 LWDA and Defendants postmarked on February 16, 2024. The LWDA has not provided notice of
20 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
21 letters.

22 **RELIEF REQUESTED**

23 WHEREFORE, Plaintiff prays for the following relief:

- 24 1. For an order certifying this action as a class action;
- 25 2. For compensatory damages in the amount of the unpaid minimum wages for work
26 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
27 the filing of this action, as may be proven;
- 28 3. For liquidated damages in the amount equal to the unpaid minimum wage and
interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime
and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees

1 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
2 years prior to the filing of this action, as may be proven;

3 6. For recovery of the unpaid balance of the full amount of the reporting time pay due
4 pursuant to the applicable Wage Order as may be proven;

5 7. For compensatory damages in the amount of the hourly wage made by Employees
6 for each day requisite rest breaks were not provided or were deficiently provided where no
7 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
8 be proven;

9 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

10 9. For penalties pursuant to Labor Code § 226.3, as may be proven;

11 10. For restitution and/or damages for all amounts unlawfully withheld from the wages
12 for all class members in violation of Labor Code § 221, as may be proven;

13 11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
14 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

15 12. For penalties pursuant to Labor Code § 227.3, as may be proven;

16 13. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven

17 14. For restitution for unfair competition pursuant to Business & Professions Code
18 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

19 15. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

20 16. For compensatory damages in the amount of all previously unreimbursed business
21 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
22 from four (4) years prior to the original filing of this action, as may be proven;

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

26 18. For all general, special, and incidental damages as may be proven;

27 19. For an award of pre-judgment and post-judgment interest;

28 20. For an award providing for the payment of the costs of this suit;

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DATED: April 22, 2024

By 

 Emil Davtyan
 David Yeremian
 Roman Shkodnik
 Amanda Fazio
 Attorneys for Plaintiff
ADRIANA GALINDO RODRIGUEZ
 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.

DOMINGUEZ LANDSCAPE SERVICES, INC.

Matthew H. Green
mgreen@murphyaustin.com
MURPHY AUSTIN ADAMS
SCHOENFELD LLP
 555 Capitol Mall, Suite 850
 Sacramento, CA 95814

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

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

Executed on April 22, 2024, at Glendale, California.

Natalia Bermudes
Natalia Bermudes