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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

TERESA BUSTOS, individually, and as a
representative of other aggrieved
employees,

Plaintiff,

vs.

GLOBAL BUILDING SERVICES, INC.,
a Corporation, and DOES 1 through 250,
inclusive,

Defendants.

Case No.: **24STCV03866**

CLASS ACTION COMPLAINT

- (1) Violation of California Labor Code §§ 510, 1194, 1198 (Unpaid Overtime Wages);
- (2) Violation of California Labor Code §§ 226(a) and 1174 (Non-compliant Wage Statements);
- (3) Violation of California Labor Code §§ 201-203 (Failure to Pay All Wages and on a Timely Basis);
- (4) Violation of Labor Code §226.7, 512(a) (Unpaid Meal Period Premiums;
- (5) Violation of Labor Code §226.7 (Unpaid Rest Period Premiums)
- (6) Violation of Minimum Wage Laws / Off the Clock Work
- (7) Violation of California Business & Professions Code §§ 17200, et seq.

1 Plaintiff Teresa Bustos (“Plaintiff”) individually, and as a representative of other
2 aggrieved employees, allege as follows:

3
4 **INTRODUCTION**

5 1. This is an action brought by the Plaintiff, pursuant to California statutory,
6 decisional, and regulatory laws. Plaintiff was an employee of Defendant Global Building
7 Services, Inc. (“Defendant”) at all times herein mentioned.

8 2. Plaintiff alleges that California statutory, decisional and regulatory laws prohibit
9 the conduct by Defendants herein alleged, and therefore Plaintiff has an entitlement to monetary
10 relief on the basis that Defendants violated such statutes, decisional law and regulations.

11
12 **JURISDICTION AND VENUE**

13 3. This Court has jurisdiction over this action pursuant to the California
14 Constitution, Article VI, § 10, which grants the Superior Court “original jurisdiction in all
15 causes except those given by statute to other courts.” The statutes under which this action is
16 brought do not specify any other basis for jurisdiction.

17 4. This Court has jurisdiction over all Defendants because, upon information and
18 belief, each party is either a citizen of California, has sufficient minimum contacts in California,
19 or otherwise intentionally avails itself of the California market so as to render the exercise of
20 jurisdiction over it by the California courts consistent with traditional notions of fair play and
21 substantial justice.

22 5. Venue is proper in this Court because, upon information and belief, one or
23 more of the named Defendants reside, transact business, or have offices in this county and the
24 acts and omissions alleged herein took place in this county.

25 6. Venue is proper in this Court pursuant to § 395(a) of the California Code of Civil
26 Procedure, because many of the acts and omissions giving rise to the causes of action stated
27 herein occurred or arose in the County of Los Angeles, State of California.
28

THE PARTIES

7. Plaintiff was at all relevant times a citizen of the State of California. Plaintiff worked as a janitor for Defendant, which is an hourly, non-exempt position.

8. Plaintiff reserves his right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Salsa v. American Savings and Loan Association*, 5 Cal. 3d 864, 872 (1971), and other applicable law.

9. Defendant was and is, upon information and belief, a corporation, with a corporate headquarters and principal place of business in the State of California. At all times hereinafter mentioned, Defendant was an employer whose employees are engaged throughout this county, and the State of California.

10. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as DOES 1 through 250, inclusive, and therefore, sues said Defendants by such fictitious names. Each of the DOE Defendants was in some manner legally responsible for the violations alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as DOES 1 through 250, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff and aggrieved employees in the State of California.

12. At all times mentioned herein, each Defendant was the agent, servant, joint employer, alter ego, parent, subsidiary or employee of the other Defendants and in acting and omitting to act as alleged herein did so within the course and scope of that agency or employment.

13. Defendant GLOBAL BUILDING SERVICES, INC. ("GBS") and DOES 1 through 250 are collectively referred to herein as "Defendants."

14. Plaintiffs are informed and believe that Defendants currently employ, and during the Class period have employed at least one hundred employees in the State of California in non-exempt and/or hourly positions, some of whom are jointly employed with

temporary agencies.

FACTUAL ALLEGATIONS

15. Plaintiff works as a janitor at multiple Target Stores in California. She is paid on an hourly basis, and enters her time on a company application. The Defendant initially rounded time in a way that consistently reduced the working hours of its aggrieved employees, so that they were getting paid less than they were entitled to under their actual time records. Later, the company systematically shaved working hours off the paystubs of its workers. For example, Plaintiff works 7 days a week, at least 7 hours a day, but she does not receive overtime compensation during most pay periods. Plaintiff works with other janitors who are at Target Stores, and they all routinely complain that they are getting shorted on their hours and that hours simply disappear off their paystubs.

16. As a result of this time shaving, there is unpaid overtime and unpaid minimum wages. See Labor Code §1194 and §1194.2. Moreover, some hourly employees receive bonuses for productivity, but those bonuses are not factored into the regular rate of pay for purposes of calculating the overtime due. Civil penalties are also recoverable for these wage underpayments under Labor Code §558.

17. Of critical significance, is that under Labor Code §2810.3, Target is a joint employer of Plaintiff and the aggrieved employees, and is thus responsible for the wage underpayments as well. Plaintiff may amend the Complaint to include Target as a co-defendant if the Defendant is unwilling or unable to address these liability issues.

18. The class members are not provided rest periods, and meal periods are often short, interrupted or after the end of the end of the 5th hour. However, premiums are never paid. This violates Labor Code §226.7 and 512.

19. Plaintiff and the class members are also asked to clock out at the end of their scheduled shifts and keep on working until the job is completed. Since many of the workers are undocumented, they feel pressured to comply with this illegal directive. This results in further overtime and minimum wage violations, as well as inaccurate paystubs. The failure

1 to include accurate information about hours worked and overtime hours worked, as well as
2 listing the correct rates of pay, violates Labor Code. The failure to maintain accurate records
3 of hours worked violates Labor Code §1174.

4 20. As a result of these various wage underpayments, the Respondent repeatedly
5 incurs liability for waiting time penalties under Labor Code §203, as well as civil penalties
6 for repeated violations of Labor Code §201-202. Further, not all wages are paid by the times
7 during the pay cycle designated under Labor Code §1174.

8 9 **CLASS ACTION ALLEGATIONS**

10 21. Plaintiff brings this action individually, as well as on behalf of each and all
11 other persons similarly situated in a concerted effort to improve wages and working
12 conditions for other non-exempt and/or hourly employees, and thus seeks class certification
13 under Code of Civil Procedure § 382.

14 22. All claims alleged herein arise under California law for which Plaintiff seeks
15 relief authorized by California law.

16 23. The proposed Class consists of and is defined as:

17 All current and former California employees of Defendant,
18 including any temporary employees assigned by agencies, who
19 worked in non-exempt positions during the 4 years preceding the
20 filing of this Complaint. The proposed sub-classes consist of
21 and are defined as:

22
23 OVERTIME SUB-CLASS: All members of the Class who were
24 not paid accurate overtime compensation for all hours worked in
25 excess of eight hours per day and/or forty hours per week.

26
27 MEAL AND REST SUB-CLASS: All members of the Class who
28 were denied meal and rest period premiums when they were
entitled to them under the meal and rest period laws.

WAITING TIME SUB-CLASS: All members of the Class who,
at any time after the date three years prior to the filing of this
Complaint, separated their employment from Defendants and
were not paid wages within the times specified by California
Labor Code §§ 201-203 and are owed restitution for waiting time
penalties deriving from wages.

24. Plaintiff reserves the right to establish additional sub-classes as appropriate.

25. At all material times, Plaintiff was a member of the Class.

26. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the class (and each subclass) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom there is a shared, well-defined community of interest. Plaintiff's claims (or defenses, if any) are typical of all Class members' as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that Plaintiff has an obligation to make known to the Court any relationship, conflicts or differences with any Class member. Plaintiff's attorneys, the proposed Class counsel, are versed in the rules governing class action discovery, certification, and settlement.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. Class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

27. There are common questions of law and fact as to the Class (and each subclass) that predominate over questions affecting only individual members, including but not limited to:

- (a) Whether Defendants' failure to pay overtime wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- (b) Whether Defendants' timekeeping system and policies failed to record all hours worked by Plaintiffs and Class members;
- (c) Whether Defendants owe Plaintiffs and Class members overtime pay for work over eight hours per day and/or over forty hours per week;
- (d) Whether Defendants' conduct was willful or reckless;
- (e) Whether Defendants violated California Labor Code § 226 by failing to timely furnish Plaintiff and Class members with accurate wage statements or appropriate meal and rest periods;
- (f) Whether Defendants failed to timely pay all wages due to Plaintiff and Class members upon their discharge or resignation;
- (g) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code § 17200, et seq.; and
- (h) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510—Unpaid Overtime**

3 **(By the Plaintiff and Class against All Defendants)**

4 28. Plaintiff incorporates all paragraphs above as though fully set forth herein.

5 29. California Labor Code § 510 provides that employees in California shall not be
6 employed more than eight hours in any workday or forty hours in a workweek unless they
7 receive additional compensation beyond their regular wages in amounts specified by law.
8 California Labor Code § 510 further provides that any work in excess of twelve hours in one
9 day and for all hours worked in excess of eight hours on the seventh consecutive day of work
10 in a workweek shall be compensated at the rate of no less than twice the regular rate of pay
11 for an employee.

12 30. California Labor Code §§ 1194 and 1198 provide that employees in California
13 shall not be employed more than eight hours in any workday unless they receive additional
14 compensation beyond their regular wages in amounts specified by law. Additionally,
15 California Labor Code § 1198 states that the employment of an employee for longer hours
16 than those fixed by the IWC is unlawful. The governing Wage Order of the IWC requires,
17 among other things, payment of a premium wage rate for all hours worked in excess of eight
18 hours per day or forty hours per week.

19 31. At all times relevant hereto, Defendants failed to pay Plaintiff and Class
20 members accurate overtime compensation for the hours they have worked in excess of the
21 maximum hours permissible by law as required by California Labor Code § 510 and 1198 as
22 described in more detail above. The overtime rate was repeatedly miscalculated, as well as
23 the double-time rate by failing to include bonuses and other forms of non-hourly
24 remuneration in the “regular rate” calculation.

25 32. By virtue of Defendants’ unlawful failure to pay additional, premium rate
26 compensation to Plaintiff and Class members for their overtime hours worked, Plaintiff and
27 Class members have suffered, and will continue to suffer, damages in amounts which are
28 presently unknown to them but which exceed the jurisdictional limits of this Court and which

will be ascertained according to proof at trial.

33. Plaintiff and Class members request recovery of overtime compensation and minimum wage compensation according to proof, interest, attorney's fees and costs pursuant to California Labor Code § 1194(a), liquidated damages under Labor Code §1194.2, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes. Further, Plaintiff and Class members are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code § 1194.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 226(a)—

Non-compliant Wage Statements

(By the Plaintiff and Class and against all Defendants)

34. Plaintiff incorporates all paragraphs above as though fully set forth herein.

35. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

36. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the

1 failure to correctly identify the total hours worked and the gross wages earned by Plaintiff
2 and Class members; the correct deductions; meal and rest break premiums; overtime rates;
3 and the overtime hours worked by Plaintiff and Class members.

4 36. Additionally, as a result of Defendants conduct as alleged herein, Defendants
5 failed to maintain accurate records on actual hours worked by Plaintiff and Class members.
6 Therefore, Defendants have also violated California Labor Code § 1174.

7 37. As a result of Defendants' violation of California Labor Code §§ 226(a) and
8 1174, Plaintiff and Class members have suffered injury and damage to their statutorily-
9 protected rights.

10 38. Specifically, Plaintiff and Class members have been injured by Defendants'
11 intentional violation of California Labor Code § 226(a) because they were denied both their
12 legal right to receive, and their protected interest in receiving, accurate, itemized wage
13 statements under California Labor Code § 226(a).

14 39. Plaintiff was also injured as a result of having to bring this action to attempt to
15 obtain correct wage information following Defendants' refusal to comply with many of the
16 mandates of California's Labor Code and related laws and regulations.

17 40. Plaintiff and Class members are entitled to recover from Defendants the greater
18 of their actual damages caused by Defendants' failure to comply with California Labor Code §
19 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

20 41. Plaintiff and Class members are also entitled to injunctive relief to ensure
21 compliance with this section, pursuant to California Labor Code § 226(g).

22 23 **THIRD CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 201-203—**

25 **Failure to Pay All Wages and on a Timely Basis**

26 **(By the Plaintiff and Class and against all Defendants)**

27 42. Plaintiff incorporates all paragraphs above as though fully set forth herein.

28 43. As alleged herein, Plaintiffs and Class members did not receive meal period

1 premiums, overtime and regular wages during their employment and at the time of
2 termination, as applicable.

3 44. At all relevant times herein and as alleged herein, Defendants failed to pay to
4 Plaintiff and Class members all wages by the times required by law in that the time periods set
5 forth by California Labor Code § 204 regarding the time of wage payments were not adhered
6 to and all regular wages were not paid.

7 45. At all times herein set forth, California Labor Code §§ 201 and 202 provide that
8 if an employer discharges an employee, the wages earned and unpaid at the time of discharge
9 are due and payable immediately, and that if an employee voluntarily leaves his or her
10 employment, his or her wages shall become due and payable not later than 72 hours thereafter,
11 unless the employee has given 72 hours previous notice of his or her intention to quit, in
12 which case the employee is entitled to his or her wages at the time of quitting.

13 46. During the relevant time period, Defendants willfully failed to pay Plaintiffs
14 and Class members who are no longer employed by Defendants their wages, earned and
15 unpaid, either at the time of discharge, or within 72 hours of their leaving Defendants'
16 employ.

17 47. Plaintiff's and Class members' final paychecks did not include all wages,
18 including overtime wages, owed to Plaintiff and Class members.

19 48. Defendants' failure to pay Plaintiff and those Class members who are no longer
20 employed by Defendants their wages earned and unpaid at the time of discharge is in violation
21 of California Labor Code §§ 201 and 202.

22 49. California Labor Code § 203 provides that if an employer willfully fails to pay
23 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall
24 continue as a penalty from the due date, and at the same rate until paid or until an action is
25 commenced; but the wages shall not continue for more than thirty days.

26 50. Plaintiffs and Class members are entitled to recover from Defendants their
27 additionally accruing wages for each day they were not paid, at their regular hourly rate of
28 pay, up to thirty days maximum pursuant to California Labor Code § 203.

1 51. Plaintiffs and Class members seek to recover the unpaid balance of the full
2 amount of the unpaid regular wages and interest thereon, reasonable attorneys' fees and costs
3 of the suit to the fullest extent permissible including those permitted pursuant to the California
4 Labor Code §§ 203, 218.5, 218.6 and Code of Civil Procedure § 1021.5.

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6 **FOURTH CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 226.7 and 512(a)—Unpaid Meal Period Premiums**
8 **(By the Plaintiff and Class and against all Defendants)**

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10 52. Plaintiff incorporates all paragraphs above as though fully set forth herein.

11 53. The applicable IWC Wage Order and California Labor Code §§ 226.7 and
12 512(a) were applicable to Plaintiff's employment by Defendants.

13 54. California Labor Code § 226.7 provides that no employer shall require an
14 employee to work during any meal period mandated by an applicable order of the California
15 IWC.

16 55. The applicable IWC Wage Order and California Labor Code § 512(a) provide
17 that an employer may not require, cause or permit an employee to work for a period of more
18 than five hours per day without providing the employee with an uninterrupted meal period of
19 not less than thirty minutes, except that if the total work period per day of the employee is
20 not more than six hours, the meal period may be waived by mutual consent of both the
21 employer and the employee.

22 56. Plaintiff and Class members were required to work for periods longer than five
23 hours without an uninterrupted meal period of not less than thirty minutes. Plaintiff and Class
24 members were also provided short meal periods, and meal periods that were interrupted and
25 not "duty free." Plaintiff and Class members were not authorized or permitted lawful meal
26 periods, and were not provided with one hour's wages, *at the regular rate of pay*, in lieu
27 thereof in violation of, among others, California Labor Code §§ 226.7, 512, and applicable
28 IWC Wage Orders.

57. Defendants willfully required Plaintiff and Class members to work during meal periods and failed to compensate Plaintiff and Class members for work performed during meal periods.

58. Defendants failed to pay Plaintiff and Class members the full meal period premium due pursuant to California Labor Code § 226.7.

59. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code §§ 226.7 and 512(a).

60. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and Class members are entitled to recover from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for each work day that the meal period was not provided.

FIFTH CAUSE OF ACTION

Violation of California Labor Code § 226.7—Unpaid Rest Period Premiums

(By the Plaintiff and Class and against all Defendants)

61. Plaintiff incorporates all paragraphs above as though fully set forth herein.

62. The applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiff's employment by Defendants.

63. California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

64. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction thereof" unless the total daily work time is less than three and one-half hours.

65. Defendants required Plaintiff and Class members to work four or more hours without authorizing or permitting a ten-minute rest period per each four-hour period worked.

66. Defendants willfully required Plaintiff and Class members to work during rest periods and failed to compensate Plaintiff for work performed during rest periods.

67. Defendants failed to pay Plaintiff and Class members the full rest period premium due pursuant to California Labor Code § 226.7.

68. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code § 226.7.

69. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and Class members are entitled to recover from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for each work day that the rest period was not provided.

SIXTH CAUSE OF ACTION

Violation of Labor Code §1194— "Off the Clock" Minimum Wage/Overtime

(By the Plaintiff and Class against all Defendants)

70. Plaintiff incorporates all paragraphs above as though fully set forth herein.

71. Labor Code §1194 and Section IV of the applicable Industrial Welfare Commission Wage Order require the payment of minimum wages.

72. Labor Code §1194 provides as follows: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

73. Here, the Defendants knew and encouraged plaintiff and class members to work "off the clock" in order to avoid paying the full wages owed, including overtime, which meant that they were receiving no pay at all for certain hours, resulting in minimum wage violations and in some cases unpaid overtime. Further, travel time was paid below the applicable minimum wage.

74. Plaintiff additionally seeks liquidated damages for the underpaid minimum

wages pursuant to Labor Code §1194.2.

SEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, et seq.

(By the Plaintiff and Class and against all Defendants)

75. Plaintiffs incorporates all paragraphs above as though fully set forth herein.

76. Defendants, and each of them, are “persons” as defined under Business & Professions Code § 17021.

77. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

78. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code § 17200, et seq.

79. A violation of California Business & Professions Code § 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code and IWC Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business and Professions Code § 17200, et seq.

Failing to Pay Prevailing/Minimum Wages/Overtime

80. Defendants’ failure to pay prevailing wage and overtime compensation and other benefits in violation of California Labor Code §§ 510 and 1198 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

Failing to Timely Pay Wages Upon Termination

81. Defendants’ failure to timely pay wages upon termination in accordance with California Labor Code §§ 201 and 202, as alleged above, constitutes unlawful and/or unfair

activity prohibited by Business and Professions Code § 17200, et seq.

Failing to Provide Accurate Itemized Wage Statements

82. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

Failing to Accurately Record Hours Worked

83. Defendants' failure to accurately record working hours, including the beginning and end of a meal period in accordance with California Labor Code § 558, 1174, and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

84. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

85. Plaintiff and Class members suffered monetary injury as a direct result of Defendants' wrongful conduct.

86. Plaintiff, individually, and on behalf of Class members, are entitled to, and do, seek such relief as may be necessary to disgorge the profits which the Defendants have acquired, or of which Plaintiffs have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and Class members are not obligated to establish individual knowledge of the unfair practices of Defendants in order to recover restitution.

87. Plaintiff, individually, and on behalf of Class members, are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

88. Plaintiff, individually, and on behalf of Class members, have no plain, speedy,

and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of Class members, have suffered and will continue to suffer irreparable harm unless Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

89. Pursuant to California Business & Professions Code § 17200, et seq., Plaintiff and Class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class members, disgorgement of profits obtained through payroll tax and worker's compensation fraud; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representatives of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.
 - (a) That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198, and applicable IWC Wage Orders by wilfully failing to pay all overtime wages and prevailing wages due to Plaintiff and Class members;
 - (b) For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
 - (c) For pre-judgment interest on any unpaid overtime compensation

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commencing from the date such amounts were due;

(d) For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

(e) For such other and further relief as the Court may deem equitable and appropriate.

4. For statutory penalties and liquidated damages under Labor Code 1194.2;

(a) For reasonable attorneys' fees and for costs of suit incurred herein; and for such other and further relief as the Court may deem equitable and appropriate.

(b) That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiff and Class members, and wilfully failed to provide accurate itemized wage statements thereto;

(c) For all actual, consequential and incidental losses and damages, according to proof;

5. For statutory penalties pursuant to California Labor Code § 226(e);

(a) For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(g); and,

(b) For such other and further relief as the Court may deem equitable and appropriate.

(c) That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by wilfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other terminated Class members;

(d) For all actual, consequential and incidental losses and damages, according to proof;

(e) For statutory wage penalties pursuant to California Labor Code §

- 203 for all Class members who have left Defendants' employ;
- (f) For pre-judgment interest on any unpaid wages from the date such amounts were due; and,
- (g) For such other and further relief as the Court may deem equitable and appropriate.
- (h) That the Court declare, adjudge and decree that Defendants violated the following California Labor Code §§ 510 and 1198 (by failing to provide Plaintiff and Class members all overtime compensation);
- (i) dollars (\$100) for each violation per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
- (j) That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, et seq. by failing to provide Plaintiffs and Class members all overtime compensation due to them; by failing to provide all meal and rest periods and failing to pay for all missed meal and rest periods; by failing to pay timely and earned wages upon termination; and by failing to provide accurate itemized wage statements;
- (k) For restitution of unpaid wages to Plaintiffs and all Class members and prejudgment interest from the day such amounts were due and payable;
- (l) For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 et seq.;
- (m) For reasonable attorneys' fees and costs of suit incurred herein

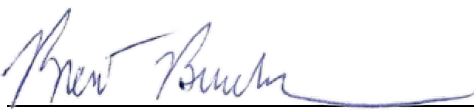
pursuant to California Code of Civil Procedure § 1021.5;

(n) For injunctive relief to ensure compliance with this section,
including amending company practices and policies, pursuant to
California Business & Professions Code § 17200, et seq.; and,
(o) For such other and further relief as the Court may deem equitable
and appropriate.

Respectfully Submitted,

Dated: February 15, 2024

THE LAW OFFICES OF BUCHSBAUM & HAAG
Limited Liability Partnership

By 
Brent S. Buchsbaum, Attorneys for Plaintiffs

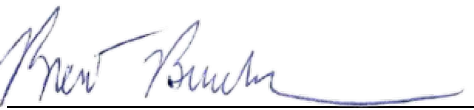
DEMAND FOR JURY TRIAL

Plaintiff hereby respectfully demands a jury trial.

Respectfully Submitted,

Dated: February 15, 2024

THE LAW OFFICES OF BUCHSBAUM & HAAG
Limited Liability Partnership

By 
Brent S. Buchsbaum, Attorneys for Plaintiffs