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11
12 **UNITED STATES DISTRICT COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA**
14

15 RODERICK HENDERSON and
16 JEFFREY RICHARDS on behalf of
themselves and all others similarly
situated, and the general public,

17 *Plaintiffs,*

18 v.
19

20 SAMUEL, SON & CO. USA, INC., a
Delaware corporation; SIERRA
21 ALUMINUM COMPANY, a California
corporation; and DOES 1 through 50,
22 inclusive,

23 *Defendants.*
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Case No.: 5:24-cv-00595-MWC-SHK

[Consolidated with 2:24-cv-10542-MWC-SHK]

[Assigned for all purposes to Hon. Michelle Williams Court]

**FIFTH AMENDED CONSOLIDATED
CLASS AND REPRESENTATIVE
ACTION COMPLAINT**

1. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 204, 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
3. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
4. Failure to Pay Proper Sick Pay

- (Lab. Code § 246);
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); and
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*).
9. Civil Penalties (Lab. Code §§ 2698 *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiffs RODERICK HENDERSON and JEFFREY RICHARDS
2 (“Plaintiffs”), on behalf of themselves, all others similarly situated, all other aggrieved
3 employees, the State of California, and the general public, complains and alleges as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiffs bring this class and representative action against Defendants
7 SAMUEL, SON & CO. USA, INC., a Delaware corporation; SIERRA ALUMINUM
8 COMPANY, a California corporation; and DOES 1 through 50, inclusive, (collectively
9 referred to as “Defendants”) for alleged violations of the California Labor Code and
10 California Business and Professions Code. As set forth below, Plaintiff alleges that
11 Defendants have:

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

26 Based on these alleged Labor Code violations, Plaintiffs now brings this class
27 action to recover unpaid wages, liquidated damages, civil and statutory penalties,
28 restitution, and related relief on behalf of themselves, all others similarly situated, all

1 other aggrieved employees, the State of California, and the general public.

2
3 **JURISDICTION AND VENUE**

4 2. This Court has subject matter jurisdiction to hear this case because the
5 monetary damages and restitution sought by Plaintiff from Defendants' conduct
6 exceeds the minimal jurisdiction.

7 3. Venue is proper in the County of Riverside in that liability arose this
8 county because at least some of the transactions that are the subject matter of this
9 Complaint occurred therein and/or each defendant is found, maintains offices, transacts
10 business and/or has an agent therein.

11 4. Venue is proper in the Central District of California because Defendants'
12 have at all times alleged herein, conducted business in Riverside County, and
13 throughout California. As such, venue is proper.

14 **PARTIES**

15 5. Plaintiff RODERICK HENDERSON and JEFFREY RICHARDS are, and
16 at all relevant times mentioned herein, are individuals residing in the State of
17 California.

18 6. Plaintiffs are informed and believe, and thereupon allege that Defendant
19 SAMUEL, SON & CO. USA, INC. is, and at all relevant times mentioned herein, a
20 Delaware corporation doing business in the State of California.

21 7. Plaintiffs are informed and believe, and thereupon allege that Defendant
22 SIERRA ALUMINUM COMPANY is, and at all relevant times mentioned herein, a
23 California corporation doing business in the State of California.

24 8. Plaintiffs are ignorant of the true names and capacities of the defendants
25 sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by
26 such fictitious names. Plaintiffs will amend this Complaint to allege the true names
27 and capacities of the DOE defendants when ascertained. Plaintiffs are informed and
28 believe and thereupon alleges that each of the fictitiously named defendants are

1 responsible in some manner for the occurrences, acts and omissions alleged herein and
2 that Plaintiffs' alleged damages were proximately caused by these defendants, and each
3 of them. Plaintiffs will amend this complaint to allege both the true names and
4 capacities of the DOE defendants when ascertained.

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

11 10. Plaintiffs are informed and believe, and thereupon alleges that, at all
12 relevant times mentioned herein, some of the defendants pursued a common course of
13 conduct, acted in concert and conspired with one another, and aided and abetted one
14 another to accomplish the occurrences, acts and omissions alleged herein.

15 11. This action has been brought and may be maintained as a class action
16 because there is a well-defined community of interest among the persons who comprise
17 the readily ascertainable classes defined below and because Plaintiff is unaware of any
18 difficulties likely to be encountered in managing this case as a class action.

19 12. Plaintiff is informed and believes and thereon alleges that each Defendant
20 acted in all respects pertinent to this action as the agent of the other Defendants, that
21 Defendants carried out a joint scheme, business plan, or policy in all respects pertinent
22 hereto, and that the acts of each Defendant are legally attributable to the other
23 Defendants. Furthermore, Defendants acted in all respects as the employers or joint
24 employers of Employees. Defendants, and each of them, exercised control over the
25 wages, hours or working conditions of Employees, or suffered or permitted Employees
26 to work, or engaged, thereby creating a common law employment relationship, with
27 Employees. Plaintiffs base this belief on all three of their jobsite addresses being owned
28 and operated by Sierra Aluminum Company and by Defendant Sierra Aluminum

1 Company merging into Defendant Samuel, Son & Co. USA, INC. on December 31,
2 2019. Therefore, Defendants, and each of them, employed or jointly employed
3 Employees.

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

- 6 a. **Hourly Employee Class:** All persons employed by Defendants,
7 collectively or separately, in hourly or non-exempt positions in
8 California four years prior to the filing of this action and ending on the
9 date that final judgment is entered in this action (“Hourly Employee
10 Class”).
- 11 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who
12 worked in a shift in excess of five (5) hours during the four years prior
13 to the filing of this action and ending on the date that final judgment is
14 entered in this action.
- 15 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who
16 worked a shift of at least three and one-half (3.5) hours the four years
17 prior to the filing of this action and ending on the date that final
18 judgment is entered in this action.
- 19 d. **Sick-Pay Class:** All persons employed by Defendants in California
20 who, at any time from four years prior to the filing of this action and
21 ending on the date that final judgment is entered in this action, worked
22 for more than 30 days for Defendants.
- 23 e. **Expense Reimbursement Class:** All persons employed by
24 Defendants in California who incurred business expenses during the
25 Relevant Time Period.
- 26 f. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class**
27 members who separated from their employment with Defendants
28 during the period beginning three years before the filing of this action
and ending when final judgment is entered.
- g. **Wage Statement Class:** All persons employed by Defendants in
California during the period beginning one year before the filing of this
action and ending when final judgment is entered.

1 h. **UCL Class:** All Hourly Employee Class and Expense
2 **Reimbursement Class** members employed by Defendants in
3 California during the four years prior to the filing of this action and
ending on the date that final judgment is entered in this action.

4 14. **Reservation of Rights:** Plaintiff reserves the right to amend or modify
5 the class definitions with greater specificity, by further division into sub-classes and/or
6 by limitation to particular issues.

7 15. **Numerosity:** The class members are so numerous that the individual
8 joinder of each individual class member is impractical. While Plaintiffs do not
9 currently know the exact number of class members, Plaintiffs are informed and believe,
10 and thereupon allege that the actual number exceeds the minimum required for
11 numerosity under California law.

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

- 15 a. Whether Defendants failed to pay minimum and/or overtime wages to
16 class members for all time worked;
- 17 b. Whether Defendants maintained a policy or practice of failing to
18 provide employees with lawful meal periods;
- 19 c. Whether Defendants maintained a policy or practice of failing to
20 provide employees with lawful rest periods;
- 21 d. Whether Defendants failed to pay premium wages to class members
22 when they have not been provided with meal and rest periods at the
23 appropriate rates of pay;
- 24 e. Whether Defendants failed to pay proper sick time pay;
- 25 f. Whether Defendants failed to reimburse class members for all
26 necessary business expenses incurred during the discharge of their
27 duties;
- 28

- g. Whether Defendants failed to provide class members with accurate written wage statements including, among other things, the correct amounts of gross and net wages, total hours worked, and applicable hourly rates of pay;
- h. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- i. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- j. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition.

17. **Typicality:** Plaintiffs' claims are typical of the other class members' claims. Plaintiffs are informed and believe and thereupon allege that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

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

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

20. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a

1 single forum without the unnecessary duplication of effort and expense that numerous
2 individual actions would entail. In addition, the monetary amounts due to many
3 individual class members are likely to be relatively small and would thus make it
4 difficult, if not impossible, for individual class members to both seek and obtain relief.
5 Moreover, a class action will serve an important public interest by permitting class
6 members to effectively pursue the recovery of monies owed to them. Further, a class
7 action will prevent the potential for inconsistent or contradictory judgments inherent in
8 individual litigation.

9 **GENERAL ALLEGATIONS**

10 21. Plaintiffs worked for Defendants as non-exempt employees during the
11 relevant and statutory periods.

12 22. Defendants had a common policy and practice of systemically failing to
13 pay Plaintiffs and Class Members proper wages and overtime for all hours worked at
14 the proper rates of pay. First, Defendants implemented an unlawful time-rounding
15 policy and practice which rounded down and reduced the actual working hours
16 recorded by Plaintiffs and Class Members, and upon which their pay was based, and
17 generally did so to the detriment of the Plaintiffs and Class Members, and these
18 unlawfully rounded time entries were inputted into Defendants' payroll system from
19 which wage statements and payroll checks were created. Defendants did so with the
20 ostensible intent of paying Plaintiffs and Class members only for the hours they were
21 scheduled to work, rather than the hours they were actually under Defendants' control.
22 Plaintiff contends this policy is not neutral and results, over time, to the detriment of
23 the Plaintiffs and Class members by systematically undercompensating them.

24 23. Next, Plaintiffs and Class Members were consistently required to perform
25 work, off-the-clock, for which they were not paid wages. By way of example, Plaintiffs
26 and Class Members were systemically required to arrive to work 5-10 minutes early
27 due to the amount of time it took to stand in line and clock in. The forgoing time it took
28 for Plaintiffs and Class Members to clock in was uncompensated working time under

1 the direction and control of Defendants, for which no wages were paid.

2 24. This uncompensated time caused Plaintiffs and Class Members to work in
3 excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a
4 week, entitling Plaintiffs and Class Members to minimum and overtime wages, which
5 they were systemically denied.

6 25. Moreover, Defendants failed to pay Plaintiffs and Class Members
7 overtime wages at the proper and applicable regular rates of pay. Specifically, Plaintiffs
8 and Class Members earned incentive pay, as well as performance-based non-
9 discretionary bonuses, in addition to their hourly pay. However, these supplemental
10 earnings were not accounted for when determining Plaintiffs and Class Members'
11 regular rates of pay, and respective and proper overtime rates of pay. As a result,
12 Plaintiffs and Class Members were not fully compensated for all hours worked.

13 26. Defendants had a common policy and practice of systemically denying
14 Plaintiffs and Class Members the opportunity to take meal periods in compliance with
15 the California Law. Specifically, due to understaffing and heavy workloads, Plaintiffs
16 and Class Members were denied the opportunity to take timely meal periods altogether,
17 and/or prior to the completion of their fifth hour of work. Additionally, the
18 uncompensated pre-shift duties, discussed herein, further delayed Plaintiffs and Class
19 Members' meal periods to commence after to the completion of the fifth and tenth
20 hours of work.

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

26 28. Similarly, Defendants had a common policy and practice of systemically
27 denying Plaintiffs and Class Members the opportunity to take rest periods in
28 compliance with California Law. Plaintiffs and Class Members were not provided with

1 rest periods of at least ten (10) minutes for each four (4) hour work period, or major
2 fraction thereof, due to (1) Defendants' policy and practice of not scheduling each rest
3 period as part of each work shift, including second rest breaks for shifts of six (6) hours
4 or more; and (2) Defendants' policy and practice of requiring putative class members
5 to continue working through their rest breaks due to the excessive workload.

6 29. Defendants had a common policy and practice of systemically failing to
7 pay Plaintiffs and Class Members the requisite sick time pay at the proper rate of pay
8 in accordance with California Law. Additionally, the sick pay paid to Plaintiffs and
9 Class Members did not account for the incentive and non-discretionary bonus pay, which
10 was never factored into the rate upon which sick pay was accrued and paid.

11 30. Plaintiffs and Class Members were not reimbursed for business expenses
12 incurred in executing their duties under Defendant's employ. Specifically, Plaintiffs
13 and Class Members were required to purchase and maintain protective gear, including
14 steel toe boots, fire resistant garments, gloves, face shields, hard hats, and various other
15 safety gear all necessary to perform their duties under Defendants' employ. Plaintiffs
16 and Class members also had to purchase and use some of their own tools and equipment
17 necessary to perform their job duties, such as a flashlight. Plaintiffs and Class members
18 were not reimbursed for these necessary work-related expenses. Plaintiffs allege that
19 these expenses and materials were necessary for executing their duties because the
20 nature of Plaintiffs' duties required tools, but there were not a sufficient number of
21 tools available for employees to use to execute their job duties. Plaintiffs would inform
22 Defendants that more tools were required, but Defendant failed to do use. Additionally,
23 Plaintiffs were required to use the protective gear due to department safety standards,
24 as well as personal safety standards, in order to work in their potentially dangerous
25 work environment. Plaintiffs would be reprimanded for not having the requisite safety
26 gear, but Defendants would not provide enough gear, or safe enough gear, for the
27 dangerous nature of Plaintiffs' work. Plaintiffs would receive work orders for
28 customers, take machines apart and examined, and put them back together, or would

1 be stacking tools for machinery. Plaintiffs would need the tools to operate on the
2 machinery and needed the safety gear because of the weight and danger of the heavy
3 metal pieces, which could cause cuts and broken bones easily.

4 31. Plaintiffs and Class Members were not provided with accurate wage
5 statements as mandated by law pursuant to Labor Code section 226.

6 32. Specifically, Defendants failed to comply with Labor Code section
7 226(a)(1), (a)(2), (a)(5) and (a)(9) as Defendants failed to provide Plaintiffs and Class
8 members wage statements that accurately reported all hours worked, including
9 overtime, and the applicable hourly rates. Further, Defendants failed to properly
10 itemize “total hours worked” pursuant to Labor Code section 226(a)(2) as Defendants
11 included non-working hours as “total hours worked” on Plaintiffs’ and Class members’
12 wage statements.

13 33. Defendants have had a consistent policy of failing to pay all wages fur and
14 owed to Employees at the time of their termination of within seventy-two (72) hours
15 of their resignation, as required by California wage-and-hour laws.

16 34. Finally, the facilities where Defendants required Aggrieved Employees to
17 work were intolerably hot, and Plaintiff and upon information and belief the Aggrieved
18 Employees were concerned that they would suffer from heat-related injuries during
19 their work shifts. Defendants’ management would not permit doors to be opened for
20 security reasons, and provided only a few fans which only circulated hot air. By failing
21 to maintain temperatures providing reasonable comfort levels consistent with industry-
22 wide standards for the nature and process of the work performed, Defendants violated
23 paragraph 15 of the applicable IWC Wage Orders, and are entitled to civil penalties as
24 appropriate.

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FIRST CAUSE OF ACTION

FAILURE TO PAY HOURLY MINIMUM AND OVERTIME WAGES

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

(Plaintiff and Hourly Employee Class)

35. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

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

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

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

42. Labor Code section 1197.1 provides that it is unlawful for any employer

1 or any other person acting either individually or as an officer, agent or employee of
2 another person, to pay an employee, or cause an employee to be paid, less than the
3 applicable minimum wage.

4 43. Labor Code section 1198 makes it unlawful for employers to employ
5 employees under conditions that violate the applicable Wage Order.

6 44. Labor Code section 223 makes it unlawful for employers to pay their
7 employees lower wages than required by contract or statute while purporting to pay
8 them legal wages.

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

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

20 47. Plaintiffs are informed and believe that, at all relevant times, Defendants
21 have applied centrally devised policies and practices to Plaintiffs and **Hourly**
22 **Employee Class** members with respect to working conditions and compensation
23 arrangements.

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

27 49. Plaintiffs and **Hourly Employee Class** members were not paid proper
28 wages and overtime for all hours worked. First, Defendants implemented an unlawful

1 time-rounding policy and practice which rounded down and reduced the actual working
2 hours recorded by Plaintiffs and **Hourly Employee Class** members, and upon which
3 their pay was based, and generally did so to the detriment of the Plaintiffs and **Hourly**
4 **Employee Class** members, and these unlawfully rounded time entries were inputted
5 into Defendants' payroll system from which wage statements and payroll checks were
6 created. Defendants did so with the ostensible intent of paying Plaintiffs and **Hourly**
7 **Employee Class** members only for the hours they were scheduled to work, rather than
8 the hours they were actually under Defendants' control. Plaintiffs contend this policy
9 is not neutral and results, over time, to the detriment of the Plaintiffs and **Hourly**
10 **Employee Class** members by systematically undercompensating them.

11 50. Next, Plaintiffs and **Hourly Employee Class** members were consistently
12 required to perform work, off-the-clock, for which they were not paid wages. By way
13 of example, Plaintiffs and Class Members were systemically required to arrive to work
14 5-10 minutes early due to the amount of time it took to stand in line and clock in. The
15 forgoing time it took for Plaintiffs and **Hourly Employee Class** members to enter and
16 exit the building was uncompensated working time under the direction and control of
17 Defendants, for which no wages were paid.

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

22 52. Moreover, Defendants failed to Plaintiffs and Class Members overtime
23 wages at the proper and applicable regular rates of pay. Specifically, Plaintiffs and
24 Class Members earned incentive pay, as well as performance-based non-discretionary
25 bonuses, in addition to their hourly pay. However, these supplemental earnings were
26 not accounted for when determining Plaintiffs and **Hourly Employee Class** members'
27 regular rates of pay, and respective and proper overtime rates of pay. As a result,
28 Plaintiff and **Hourly Employee Class** members were not fully compensated for all

1 hours worked.

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

6 54. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194, 1194.2,
7 1197.1 and 1198 Plaintiffs, on behalf of themselves and **Hourly Employee Class**
8 members, seek to recover unpaid straight time and overtime wages, interest thereon
9 and costs of suit.

10 55. Pursuant to Labor Code section 1194, Code of Civil Procedure section
11 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on
12 behalf of himself and **Hourly Employee Class** members, seeks to recover reasonable
13 attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

18 56. Plaintiffs incorporate by reference the preceding paragraphs of the
19 Complaint as if fully alleged herein.

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

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

1 ten hours.

2 59. Labor Code section 226.7 and Section 11 of the applicable Industrial
3 Welfare Commission Wage Order (“Wage Order”) both prohibit employers from
4 requiring employees to work during required meal periods and require employers to
5 pay non-exempt employees an hour of premium wages on each workday that the
6 employee is not provided with the required meal period.

7 60. Compensation for missed meal periods constitutes wages within the
8 meaning of Labor Code section 200.

9 61. Labor Code section 1198 makes it unlawful to employ a person under
10 conditions that violate the applicable Wage Order.

11 62. Section 11 of the applicable Wage Order states:

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

26 63. At all relevant times, Plaintiffs were not subject to a valid on-duty meal
27 period agreement. Plaintiffs are informed and believe that, at all relevant times, **Meal**
28 **Period Sub-Class** members were not subject to valid on-duty meal period agreements
with Defendants.

64. Upon information and belief, Plaintiffs allege that, at all relevant times
during the applicable limitations period, Defendants maintained a policy or practice of
not providing Plaintiffs and members of the **Meal Period Sub-Class** with

1 uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
2 hour work period, as required by Labor Code section 512 and the applicable Wage
3 Order. Specifically, due to understaffing and heavy workloads, Plaintiffs and **Meal**
4 **Period Sub-Class** members were denied the opportunity to take timely meal periods
5 altogether and/or prior to the completion of their fifth hour of work. Additionally, the
6 uncompensated pre-shift duties, discussed herein, further delayed Plaintiffs and **Meal**
7 **Period Sub-Class** members' meal periods to commence after to the completion of the
8 fifth and tenth hours of work.

9 65. Upon information and belief, Plaintiffs allege that, at all relevant times
10 during the applicable limitations period, Defendants maintained a policy or practice of
11 failing to pay premium wages to **Meal Period Sub-Class** members when they worked
12 five (5) hours without a meal period.

13 66. Upon information and belief, Plaintiffs allege that, at all relevant times
14 during the applicable limitations period, Defendants maintained a policy or practice of
15 not providing Plaintiffs and members of the **Meal Period Sub-Class** with a second
16 meal period when they worked shifts of ten (10) or more hours and failed to pay them
17 premium wages as required by Labor Code 512 and the applicable Wage Order.

18 67. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiffs, on
19 behalf of themselves and the **Meal Period Sub-Class** members, seeks to recover
20 unpaid premium wages, interest thereon, and costs of suit.

21 68. Pursuant to Labor Code section 1194, Code of Civil Procedure section
22 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs,
23 on behalf of themselves and the **Meal Period Sub-Class** members, seeks to recover
24 reasonable attorneys' fees.

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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS
(Lab. Code §§ 204, 223, 226.7 and 1198)
(Plaintiff and Rest Period Sub-Class)

69. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

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

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

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

1 76. Plaintiffs and **Rest Period Sub-Class** members were not provided with
2 rest periods of at least ten (10) minutes for each four (4) hour work period, or major
3 fraction thereof, due to (1) Defendants’ policy and practice of not scheduling each rest
4 period as part of each work shift, including second rest breaks for shifts of six (6) hours
5 or more; and (2) Defendants’ policy and practice of requiring **Rest Period Sub-Class**
6 members to continue working through their rest breaks due to the excessive workload.

7 77. At all relevant times, Defendants failed to pay Plaintiffs and the **Rest**
8 **Period Sub-Class** members additional premium wages when required rest periods
9 were not provided.

10 78. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiffs, on behalf
11 of themselves and **Rest Period Sub-Class** members, seek to recover unpaid premium
12 wages, interest thereon, and costs of suit.

13 79. Pursuant to Labor Code section 1194, Code of Civil Procedure section
14 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on
15 behalf of himself and **Rest Period Sub-Class** members, seeks to recover reasonable
16 attorneys’ fees.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO PROPERLY PAY SICK PAY**
19 **(Lab. Code § 246)**
20 **(Plaintiff and Sick Pay Class)**

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

23 81. Labor Code Section 246 affords an employee “who works in California
24 for 30 or more days within a year from the commencement of employment [] paid sick
25 days . . . of not less than one hour per every 30 hours worked” and “no less than 24
26 hours of accrued sick leave or paid time off by the 120th calendar day of employment
27 or each calendar year, or in each 12-month period.”

28 82. Additionally, Subsection (l) of Section 246 provides:

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

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

7 83. Defendants had a common policy and practice of systemically failing to
8 pay Plaintiffs and **Sick Pay Class** Members the requisite sick time pay in accordance
9 with California Law. Specifically, the sick pay paid to Plaintiffs and **Sick Pay Class**
10 Members did not account for the shift differential pay, which was never factored into
11 the rate upon which sick pay was accrued and paid.

12 Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages
13 pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code
14 §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees
15 and costs and/or penalties pursuant to Labor Code § 558(a).

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO INDEMNIFY**

18 **(Lab. Code § 2802)**

19 **(Plaintiff and Reimbursement Class)**

20 84. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
21 alleged herein.

22 85. Labor Code section 2802(a) states:

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

27 86. Plaintiffs and **Expense Reimbursement Class** members were not
28 reimbursed for business expenses incurred in executing their duties under Defendants'

1 employ. Specifically, Plaintiffs and **Expense Reimbursement Class** members were
2 required to purchase and maintain protective gear, including steel toe boots, fire
3 resistant garments, gloves, face shields, hard hats, and various other safety gear all
4 necessary to perform their duties under Defendants' employ. Plaintiffs and **Expense**
5 **Reimbursement Class** members also had to purchase and use some of their own tools
6 and equipment necessary to perform their job duties, such as a flashlight. Plaintiffs and
7 **Expense Reimbursement Class** members were not reimbursed for these necessary
8 work-related expenses. Plaintiffs allege that these expenses and materials were
9 necessary for executing their duties because the nature of Plaintiffs' duties required
10 tools, but there were not a sufficient number of tools available for employees to use to
11 execute their job duties. Plaintiffs would inform Defendants that more tools were
12 required, but Defendant failed to do use. Additionally, Plaintiffs were required to use
13 the protective gear due to department safety standards, as well as personal safety
14 standards, in order to work in their potentially dangerous work environment. Plaintiffs
15 would be reprimanded for not having the requisite safety gear, but Defendants would
16 not provide enough gear, or safe enough gear, for the dangerous nature of Plaintiffs'
17 work. Plaintiffs would receive work orders for customers, take machines apart and
18 examined, and put them back together, or would be stacking tools for machinery.
19 Plaintiffs would need the tools to operate on the machinery and needed the safety gear
20 because of the weight and danger of the heavy metal pieces, which could cause cuts
21 and broken bones easily.

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

25 88. Plaintiffs, on behalf of themselves, and **Expense Reimbursement Class**
26 members, seek interest thereon and costs pursuant to Labor Code section 218.6, and
27 reasonable attorneys' fees and costs pursuant to Code of Civil Procedure section
28 1021.5.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

89. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

90. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the 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 only 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of

1 employment or at a central location within the State of
2 California. For purposes of this subdivision, 'copy' includes
3 a duplicate of the itemized statement provided to an
4 employee or a computer-generated record that accurately
shows all of the information required by this subdivision.

5 91. Plaintiffs are informed and believes that, at all relevant times during the
6 applicable limitations period, Defendants have failed to provide Plaintiffs and **Wage**
7 **Statement Class** members with accurate statements as the wage statements issued to
8 class members failed to account for the unpaid minimum wages, overtime, and
9 premium pay wages described above.

10 92. Plaintiffs are informed and believes that Defendants' failure to provide
11 Plaintiffs and **Wage Statement Class** members with accurate written wage statements
12 was intentional in that Defendants have the ability to provide them with accurate wage
13 statements but have intentionally provided them with written wage statements that
14 Defendants have known do not comply with Labor Code section 226(a).

15 93. Plaintiffs and **Wage Statement Class** members have suffered injuries, in
16 that Defendants have violated their legal rights to receive accurate wage statements and
17 have misled them about their actual rates of pay and wages earned. In addition,
18 inaccurate information on their wage statements has prevented immediate challenges
19 to Defendants' unlawful pay practices, has required discovery and mathematical
20 computations to determine the amount of wages owed, has caused difficulty and
21 expense in attempting to reconstruct time and pay records, and/or has led to the
22 submission of inaccurate information about wages and deductions to federal and state
23 government agencies.

24 94. Pursuant to Labor Code section 226(e), Plaintiffs, on behalf of themselves
25 and **Wage Statement Class** members, seeks the greater of actual damages or \$50.00
26 for the initial pay period in which a violation of Labor Code section 226(a) occurred,
27 and \$100.00 for each subsequent pay period in which a violation of Labor Code section
28 226(a) occurred, not to exceed an aggregate penalty of \$4000.00 per class member, as

1 well as awards of reasonable attorneys' fees and costs.

2 **SEVENTH CAUSE OF ACTION**

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

4 **(Lab. Code §§ 201-203)**

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

6 95. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
7 alleged herein.

8 96. At all relevant times, Plaintiffs and **Waiting Time Penalties Sub-Class**
9 members have been entitled, upon the end of their employment with Defendants, to
10 timely payment of all wages earned and unpaid before termination or resignation.

11 97. At all relevant times, pursuant to Labor Code section 201, employees who
12 have been discharged have been entitled to payment of all final wages immediately
13 upon termination.

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

17 99. Plaintiffs are informed and believes that, at all relevant times during the
18 applicable limitations period, Defendants have failed to timely pay **Waiting Time**
19 **Penalties Sub-Class** members all their final wages in accordance with the Labor Code.

20 100. Plaintiffs are informed and believes that, at all relevant times during the
21 applicable limitations period, Defendants have maintained a policy or practice of
22 paying **Waiting Time Penalties Sub-Class** members their final wages without regard
23 to the requirements of Labor Code sections 201 or 202 by failing to timely pay them
24 all final wages.

25 101. Plaintiffs are informed and believes and thereupon alleges that
26 Defendants' failure to timely pay all final wages to Plaintiffs and **Waiting Time**
27 **Penalties Sub-Class** members has been willful in that Defendants have the ability to
28 pay final wages in accordance with Labor Code sections 201 and/or 202 but have

1 intentionally adopted policies or practices that are incompatible with those
2 requirements.

3 102. Pursuant to Labor Code sections 203 and 218.6, Plaintiffs, on behalf of
4 themselves and **Waiting Time Penalties Sub-Class** members, seeks waiting time
5 penalties from the dates that their final wages have first become due until paid, up to a
6 maximum of thirty days, and interest thereon.

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

11 **EIGHTH CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

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

14 **(Plaintiff and UCL Class)**

15 104. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
16 alleged herein.

17 105. Business and Professions Code section 17200 defines "unfair
18 competition" to include any unlawful business practice.

19 106. Business and Professions Code sections 17203-17204 allow a person who
20 has lost money or property as a result of unfair competition to bring a class action in
21 accordance with Federal Rules of Civil Procedure, Rule 23, to recover money or
22 property that may have been acquired from similarly situated persons by means of
23 unfair competition.

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

27 108. Plaintiffs and the **UCL Class** members re-allege and incorporate the
28 FIRST, SECOND, THIRD, FOURTH, and FIFTH causes of action herein.

1 109. Plaintiffs lost money or property as a result of the aforementioned unfair
2 competition.

3 110. Defendants have or may have acquired money by means of unfair
4 competition.

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

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

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

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

26 115. Plaintiffs are informed and believes that other similarly situated persons
27 have been subject to the same unlawful policies or practices of Defendants.

28 116. Due to the unfair and unlawful business practices in violation of the Labor

1 Code, Defendants have gained a competitive advantage over other comparable
2 companies doing business in the State of California that comply with their legal
3 obligations.

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

8 118. Accordingly, pursuant to Business and Professions Code sections 17200
9 and 17203, Plaintiffs request the issuance of temporary, preliminary and permanent
10 injunctive relief enjoining Defendants, and each of them, and their agents and
11 employees, from further violations of the Labor Code and applicable Wage Orders.

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

20 120. Pursuant to Business and Professions Code section 17203, Plaintiffs, on
21 behalf of themselves and **UCL Class** members, seeks declaratory relief and restitution
22 of all monies rightfully belonging to them that Defendants did not pay them or
23 otherwise retained by means of its unlawful and unfair business practices.

24 121. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit
25 doctrine and/or the common fund doctrine, Plaintiffs and **UCL Class** members are
26 entitled to recover reasonable attorneys' fees in connection with their unfair
27 competition claims.

28 122. Pursuant to Business and Professions Code section 17203, Plaintiffs, on

1 behalf of themselves and **UCL Class** members, seek declaratory relief and restitution
2 of all monies rightfully belonging to them that Defendants did not pay them or
3 otherwise retained by means of its unlawful and unfair business practices.

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

8 **NINTH CAUSE OF ACTION**

9 **CIVIL PENALTIES**

10 **(Lab. Code §§ 2698 *et seq.*)**

11 **(Plaintiffs Against All Defendants)**

12 124. Plaintiffs incorporate by reference the preceding paragraphs of the
13 Complaint as if fully alleged herein.

14 125. At all relevant times, Plaintiffs and the other Aggrieved Employees have
15 been non-exempt employees of Defendant entitled to the full meal period protections
16 of both the Labor Code and the applicable Industrial Welfare Commission Wage Order.

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

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

27 128. Compensation for missed meal periods constitutes wages within the
28 meaning of Labor Code § 200.

1 129. Labor Code § 1198 makes it unlawful to employ a person under conditions
2 that violate the applicable Wage Order.

3 130. Section 11 of the applicable Wage Order states:

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

11 131. At all relevant times, Plaintiffs was not subject to a valid on-duty meal
12 period agreement. Plaintiffs is informed and believes that, at all relevant times, the
13 other Aggrieved Employees were not subject to valid on-duty meal period agreements
14 with Defendants.

15 132. Plaintiffs alleges that, at all relevant times during the applicable
16 limitations period, Defendants maintained a policy or practice of not providing
17 Plaintiffs and the other Aggrieved Employees with uninterrupted, duty-free meal
18 periods for at least thirty (30) minutes for each five (5) hour work period, as required
19 by Labor Code § 512 and the applicable Wage Order. Plaintiffs and the other Aggrieved
20 Employees were required to perform work during their unpaid meal periods which they
21 were systemically denied.

22 133. Additionally, Defendants had a common policy and practice of
23 systemically denying Plaintiffs and Aggrieved Employees the opportunity to take meal
24 periods in compliance with the California Law. Specifically, due to understaffing and
25 heavy workloads, Plaintiffs and Aggrieved Employees were denied the opportunity to
26 take timely meal periods altogether, and/or prior to the completion of their fifth hour
27 of work. Additionally, the uncompensated pre-shift duties, discussed herein, further
28 delayed Plaintiffs and Aggrieved Employees' meal periods to commence after to the

1 completion of the fifth and tenth hours of work.

2 134. Plaintiffs and Aggrieved Employees were not provided with meal periods
3 of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants'
4 policy and practice of not scheduling each meal period as part of each work shift; and
5 (2) Defendants' policy and practice of requiring putative Aggrieved Employees to
6 continue working through their meal and rest periods due to the excessive workload.

7 135. Plaintiffs alleges that, at all relevant times during the applicable
8 limitations period, Defendants maintained a policy or practice of failing to pay
9 premium wages to the other Aggrieved Employees when they worked five (5) hours
10 without clocking out for any meal period.

11 136. Plaintiffs alleges that, at all relevant times during the applicable
12 limitations period, Defendants maintained a policy or practice of not providing
13 Plaintiffs and the other Aggrieved Employees with a second meal period when they
14 worked shifts of ten or more hours and failed to pay them premium wages as required
15 by Labor Code 512 and the applicable Wage Order.

16 137. At all relevant times, Defendants failed to pay Plaintiffs and the other
17 Aggrieved Employees additional premium wages, and/or were not paid premium
18 wages at the employees' regular rates of pay when required meal periods were not
19 provided.

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

25 139. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit
26 employers from requiring employees to work during required rest periods and require
27 employers to pay non-exempt employees an hour of premium wages at the employees'
28 regular rates of pay, on each workday that the employee is not provided with the

1 required rest period(s).

2 140. Compensation for missed rest periods constitutes wages within the
3 meaning of Labor Code § 200.

4 141. Labor Code § 1198 makes it unlawful to employ a person under conditions
5 that violate the Wage Order.

6 142. Plaintiffs alleges that, at all relevant times during the applicable
7 limitations period, Defendants maintained a policy or practice of not providing
8 Plaintiffs and the other Aggrieved Employees with net rest period of at least ten
9 uninterrupted minutes for each four hour work period, or major fraction thereof, as
10 required by the applicable Wage Order.

11 143. Similarly, Defendants had a common policy and practice of systemically
12 denying Plaintiffs and Aggrieved Employees the opportunity to take rest periods in
13 compliance with California Law. Plaintiffs and Aggrieved Employees were not
14 provided with rest periods of at least ten (10) minutes for each four (4) hour work
15 period, or major fraction thereof, due to (1) Defendants' policy and practice of not
16 scheduling each rest period as part of each work shift, including second rest breaks for
17 shifts of six (6) hours or more; and (2) Defendants' policy and practice of requiring
18 putative Aggrieved Employees to continue working through their rest breaks due to the
19 excessive workload.

20 144. At all relevant times, Defendants failed to pay Plaintiffs and the other
21 Aggrieved Employees additional premium wages when required rest periods were not
22 provided.

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

27 146. Section 4 of the applicable Wage Order requires an employer to pay non-
28 exempt employees at least the minimum wage set forth therein for all hours worked,

1 which consist of all hours that an employer has actual or constructive knowledge that
2 employees are working.

3 147. Labor Code § 1194 invalidates any agreement between an employer and
4 an employee to work for less than the minimum or overtime wage required under the
5 applicable Wage Order.

6 148. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated
7 damages in amounts equal to the amounts of unpaid minimum wages and interest
8 thereon in addition to the underlying unpaid minimum wages and interest thereon.

9 149. Labor Code § 1197 makes it unlawful for an employer to pay an employee
10 less than the minimum wage required under the applicable Wage Order for all hours
11 worked during a payroll period.

12 150. Labor Code § 1197.1 provides that it is unlawful for any employer or any
13 other person acting either individually or as an officer, agent, or employee of another
14 person, to pay an employee, or cause an employee to be paid, less than the applicable
15 minimum wage.

16 151. Labor Code § 1198 makes it unlawful for employers to employ employees
17 under conditions that violate the applicable Wage Order.

18 152. Labor Code § 204 requires employers to pay non-exempt employees their
19 earned wages for the normal work period at least twice during each calendar month on
20 days the employer designates in advance and to pay non-exempt employees their
21 earned wages for labor performed in excess of the normal work period by no later than
22 the next regular payday.

23 153. Labor Code § 223 makes it unlawful for employers to pay their employees
24 lower wages than required by contract or statute while purporting to pay them legal
25 wages.

26 154. Labor Code § 510 and § 3 of the applicable Wage Order require
27 employees to pay non-exempt employees overtime wages of no less than one and one-
28 half times their respective regular rates of pay for all hours worked in excess of eight

1 hours in one workday, all hours worked in excess of forty hours in one workweek,
2 and/or for the first eight hours worked on the seventh consecutive day of one
3 workweek.

4 155. Labor Code § 510 and § 3 of the applicable Wage Order also require
5 employers to pay non-exempt employees overtime wages of no less than two times
6 their respective regular rates of pay for all hours worked in excess of twelve hours in
7 one workday and for all hours worked in excess of eight hours on a seventh consecutive
8 workday during the workweek.

9 156. Plaintiffs are informed and believe that, at all relevant times, Defendants
10 have applied centrally devised policies and practices to her and the other Aggrieved
11 Employees with respect to working conditions and compensation arrangements.

12 157. At all relevant times, Defendants failed to pay hourly wages to Plaintiffs
13 and the other Aggrieved Employees for all time worked, including but not limited to,
14 overtime hours at statutory and/or agreed rates. Plaintiffs and the other Aggrieved
15 Employees were not paid proper wages and overtime for all hours worked, at the proper
16 rates of pay.

17 158. Defendants had a common policy and practice of systemically failing to
18 pay Plaintiffs and Aggrieved Employees wages and overtime for all hours worked, at
19 the proper rates of pay. First, Defendants implemented an unlawful time-rounding
20 policy and practice which rounded down and reduced the actual working hours
21 recorded by Plaintiffs and Aggrieved Employees, and upon which their pay was based,
22 and generally did so to the detriment of the Plaintiffs and Aggrieved Employees, and
23 these unlawfully rounded time entries were inputted into Defendants' payroll system
24 from which wage statements and payroll checks were created. Defendants did so with
25 the ostensible intent of paying Plaintiffs and Aggrieved Employees only for the hours
26 they were scheduled to work, rather than the hours they were actually under
27 Defendants' control. Plaintiffs contends this policy is not neutral and results, over time,
28 to the detriment of the Plaintiffs and Aggrieved Employees by systematically

1 undercompensating them.

2 159. Next, Plaintiffs and Aggrieved Employees were consistently required to
3 perform work, off-the-clock, for which they were not paid wages. By way of example,
4 Plaintiffs and Aggrieved Employees were systemically required to arrive to work 5-10
5 minutes early due to the amount of time it took to stand in line and clock in. The
6 forgoing time it took for Plaintiffs and Aggrieved Employees to clock in was
7 uncompensated working time under the direction and control of Defendants, for which
8 no wages were paid.

9 160. This uncompensated time caused Plaintiffs and Aggrieved Employees to
10 work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40)
11 hours a week, entitling Plaintiffs and Aggrieved Employees to minimum and overtime
12 wages, which they were systemically denied.

13 161. Moreover, Defendants failed to pay Plaintiffs and Aggrieved Employees
14 overtime wages at the proper and applicable regular rates of pay. Specifically, Plaintiffs
15 and Aggrieved Employees earned incentive pay, as well as performance-based non-
16 discretionary bonuses, in addition to their hourly pay. However, these supplemental
17 earnings were not accounted for when determining Plaintiffs and Aggrieved
18 Employees' regular rates of pay, and respective and proper overtime rates of pay. As a
19 result, Plaintiffs and Aggrieved Employees were not fully compensated for all hours
20 worked.

21 162. Plaintiffs and the Aggrieved Employees were not paid all wages earned as
22 Defendants directed, permitted, or otherwise encouraged Plaintiffs and Aggrieved
23 Employees to perform off-the-clock work.

24 163. Plaintiffs and the Aggrieved Employees were regularly required to
25 perform for pre-shift and post-shift duties, off the clock, for which no wages were paid.
26 Due to the volume of work, Plaintiffs and the Aggrieved Employees were instructed
27 by their managers to perform various duties both before clocking in and after clocking
28 out. Oftentimes, it was not possible to complete all their required duties within the

1 regular workday. As a result, Plaintiffs and the Aggrieved Employees reported to work
2 before their scheduled shifts and left after their scheduled time, working off the clock
3 to complete their tasks.

4 164. As a result of performing off-the-clock work that was directed, permitted,
5 or otherwise encouraged by Defendants, Plaintiffs and the Aggrieved Employees
6 should have been paid for this time. Instead, Defendants only paid Plaintiffs and the
7 Aggrieved Employees based on the time they were clocked in for their shifts and did
8 not pay Plaintiffs and the Aggrieved Employees for any of the time spent working off-
9 the-clock.

10 165. Defendants knew or should have known that Plaintiffs and the Aggrieved
11 Employees were performing work before and after their scheduled work shifts and
12 failed to pay Plaintiffs and the Aggrieved Employees for these hours.

13 166. Defendants implemented a common policy and practice requiring
14 Plaintiffs and the other Aggrieved Employees to perform work-related duties during
15 unpaid meal periods, which they were systemically denied. Plaintiffs and the other
16 Aggrieved Employees were never paid wages for these meal-period hours worked. As
17 such, Plaintiffs and the other Aggrieved Employees were not paid proper wages and
18 overtime for all hours worked, at the proper rates of pay. Plaintiffs and the other
19 Aggrieved Employees were consistently required to work in excess of eight (8) hours
20 a day and/or forty (40) hours a week, entitling Plaintiffs and the other Aggrieved
21 Employees to overtime wages, which they were systemically denied.

22 167. Labor Code § 226(a) states:

23 An employer, semimonthly or at the time of each payment of
24 wages, shall furnish to his or her employee, either as a detachable
25 part of the check, draft, or voucher paying the employee's wages,
26 or separately if wages are paid by personal check or cash, an
27 accurate itemized statement in writing showing (1) gross wages
28 earned, (2) total hours worked by the employee, except as provided
in subdivision (j), (3) the number of piece-rate units earned and any
applicable piece rate if the 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

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

12
13 168. The Division of Labor Standards Enforcement ("DLSE") has sought to
14 harmonize the "detachable part of the check" provision and the "accurate itemized
15 statement in writing" provision of Labor Code § 226(a) by allowing for electronic wage
16 statements so long as each employee retains the right to elect to receive a written paper
17 stub or record and that those who are provided with electronic wage statements retain
18 the ability to easily access the information and convert the electronic statements into
19 hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006.)

20 169. Plaintiffs are informed and believe that, at all relevant times during the
21 applicable limitations period, Defendants have failed to provide her and the other
22 Aggrieved Employees with written wage statements as described above. Additionally,
23 the wage statements issued to Plaintiffs and the other Aggrieved Employees failed to
24 account for the unpaid minimum wages, overtime, and premium pay wages described
25 above.

26 170. Defendants also had a common policy and practice of systemically failing
27 to pay Plaintiffs and Aggrieved Employees the requisite sick time pay at the proper rate
28 of pay in accordance with California Law. Additionally, the sick pay paid to Plaintiffs

1 and Aggrieved Employees did not account for the incentive and non-discretionary bonus
2 pay, which was never factored into the rate upon which sick pay was accrued and paid.

3 171. Plaintiffs are informed and believe that Defendants' failure to provide her
4 and the other Aggrieved Employees with accurate written wage statements were
5 intentional in that Defendants have the ability to provide them with accurate wage
6 statements but have intentionally provided them with written wage statements that
7 Defendants have known do not comply with Labor Code § 226(a).

8 172. Plaintiffs and Aggrieved Employees were not provided with accurate
9 wage statements as mandated by law pursuant to Labor Code section 226. Specifically,
10 Defendants failed to comply with Labor Code section 226(a)(1), (a)(2), (a)(5) and
11 (a)(9) as Defendants failed to provide Plaintiffs and Aggrieved Employees wage
12 statements that accurately reported all hours worked, including overtime, and the
13 applicable hourly rates. Further, Defendants failed to properly itemize "total hours
14 worked" pursuant to Labor Code section 226(a)(2) as Defendants included non-
15 working hours as "total hours worked" on Plaintiffs' and Aggrieved Employees' wage
16 statements.

17 173. Labor Code section 2802(a) states:

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

23 174. At all relevant times during the applicable limitations period, Plaintiffs
24 and the Aggrieved Employees incurred necessary business-related expenses and
25 costs, including but not limited to, the use of personal cell phones for work-related
26 activities.

27 175. Plaintiffs are informed and believe and thereupon allege that the
28 reimbursement paid by Defendants was insufficient to indemnify Plaintiffs and
Aggrieved Employees for all necessary expenses incurred in the discharge of their
duties.

1 176. At all relevant times during the applicable limitations period, Defendants
2 required Plaintiffs and the Aggrieved Employees to pay for expenses and/or losses
3 caused by Defendants' want of ordinary care. Defendants failed to indemnify
4 Plaintiffs and Aggrieved Employees for all such expenditures.

5 177. Plaintiffs and Aggrieved Employees were not reimbursed for business
6 expenses incurred in executing their duties under Defendant's employ. Specifically,
7 Plaintiffs and Aggrieved Employees were required to purchase and maintain
8 protective gear, including steel toe boots, fire resistant garments, gloves, face shields,
9 hard hats, and various other safety gear all necessary to perform their duties under
10 Defendants' employ. Plaintiffs and Aggrieved Employees also had to purchase and
11 use some of their own tools and equipment necessary to perform their job duties, such
12 as a flashlight. Plaintiffs and Aggrieved Employees were not reimbursed for these
13 necessary work-related expenses. Plaintiffs allege that these expenses and materials
14 were necessary for executing their duties because the nature of Plaintiffs' duties
15 required tools, but there were not a sufficient number of tools available for employees
16 to use to execute their job duties. Plaintiffs would inform Defendants that more tools
17 were required, but Defendant failed to do use. Additionally, Plaintiffs were required
18 to use the protective gear due to department safety standards, as well as personal
19 safety standards, in order to work in their potentially dangerous work environment.
20 Plaintiffs would be reprimanded for not having the requisite safety gear, but
21 Defendants would not provide enough gear, or safe enough gear, for the dangerous
22 nature of Plaintiffs' work. Plaintiffs would receive work orders for customers, take
23 machines apart and examined, and put them back together, or would be stacking tools
24 for machinery. Plaintiffs would need the tools to operate on the machinery and
25 needed the safety gear because of the weight and danger of the heavy metal pieces,
26 which could cause cuts and broken bones easily.

27 178. At all relevant times, Plaintiffs and the other Aggrieved Employees have
28 been entitled, upon the end of their employment with Defendants, to timely payment

1 of all wages earned and unpaid before termination or resignation.

2 179. At all relevant times, pursuant to Labor Code § 201, employees who have
3 been discharged have been entitled to payment of all final wages immediately upon
4 termination.

5 180. At all relevant times, pursuant to Labor Code § 202, employees who have
6 resigned after giving at least seventy-two (72) hours' notice of resignation have been
7 entitled to payment of all final wages at the time of resignation.

8 181. Plaintiffs are informed and believe that, at all relevant times during the
9 applicable limitations period, Defendants have failed to timely pay the other Aggrieved
10 Employees all of their final wages in accordance with the Labor Code. Defendants have
11 had a consistent policy of failing to pay all wages owed to Aggrieved Employees at the
12 time of their termination of within seventy-two (72) hours of their resignation, as
13 required by California wage-and-hour laws.

14 182. Plaintiffs are informed and believe that, at all relevant times during the
15 applicable limitations period, Defendants have maintained a policy or practice of
16 paying Plaintiffs and the other Aggrieved Employees their final wages without regard
17 to the requirements of Labor Code §§ 201 or 202 by failing to timely pay them all final
18 wages.

19 183. Plaintiffs are informed and believe and thereupon allege that Defendants'
20 failure to timely pay all final wages to her and the other Aggrieved Employees have
21 been willful in that Defendants have the ability to pay final wages in accordance with
22 Labor Code §§ 201 and/or 202 but have intentionally adopted policies or practices that
23 are incompatible with those requirements.

24 184. The IWC Wage Order requires employers to maintain the temperature in
25 each work area providing reasonable comfort consistent with industry wide standards
26 for the nature of the process and the work performed. The IWC Wage Order states:
27 "the temperature maintained in each work area shall provide reasonable comfort
28 consistent with industry-wide standards for the nature of the process and the work

1 performed. If excessive heat or humidity is created by the work process, the employer
2 shall take all feasible means to reduce such excessive heat or humidity to a degree
3 providing reasonable comfort.” Here, the temperature in Defendants’ workspace was
4 well above what is legally allowed under California Law.

5 185. As addressed in detail above, Defendants failed to reduce excessive heat
6 to a degree providing employees with reasonable comfort. The temperature in
7 Defendants’ workspace was well above what is legally allowed constituting violations
8 of Labor Code § 1198 and § 2699(f)(2). Specifically, the facilities where Defendants
9 required Aggrieved Employees to work were intolerably hot, and Plaintiff and upon
10 information and belief the Aggrieved Employees were concerned that they would
11 suffer from heat-related injuries during their work shifts. Defendants’ management
12 would not permit doors to be opened for security reasons, and provided only a few fans
13 which only circulated hot air. By failing to maintain temperatures providing reasonable
14 comfort levels consistent with industry-wide standards for the nature and process of
15 the work performed, Defendants violated paragraph 15 of the applicable IWC Wage
16 Orders, and are entitled to civil penalties as appropriate.

17 186. In failing to pay Plaintiffs and Aggrieved Employees wages, overtime,
18 premium pay, etc., and failing to provide them with checks and wage statements,
19 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis
20 as required under Labor Code § 204. Defendants failed to maintain records showing
21 accurate hours worked daily and the wages paid to Aggrieved Employees, as well as
22 the meal and rest periods taken by Aggrieved Employees, as required by Labor Code
23 § 1174 and the applicable IWC wage orders.

24 187. During the applicable limitations period, Defendants have violated Labor
25 Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1174, 1194, 1197, 1197.1,
26 1198, and 2802.

27 188. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
28 behalf of herself and other current and former employees, to bring a representative civil

1 action to recover civil penalties pursuant to the procedures set forth in Labor Code §
2 2699.3 that may, but need not, be brought or maintained as a class action pursuant to
3 Code of Civil Procedure § 382.

4 189. Plaintiffs, former employees against whom Defendants committed one or
5 more of the alleged Labor Code violations during the applicable limitations period, are
6 aggrieved employees within the meaning of Labor Code § 2699(c).

7 190. Plaintiffs have complied with the procedures for bringing suit specified in
8 Labor Code § 2699.3.

9 191. Plaintiffs have exhausted their administrative remedy by uploading a
10 certified letter to the LWDA and Defendants postmarked on February 9, 2024.
11 Plaintiffs amended their LWDA letter on August 6, 2024, adding Plaintiff Jeffrey
12 Richards and Defendant Sierra Aluminum Company. The LWDA has not provided
13 notice of its intent to investigate the alleged violations within 65 calendar days of the
14 upload and the postmark date of the letter.

15 192. Pursuant to Labor Code §§ 2699(a) and (f), Plaintiffs seek the following
16 civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223,
17 226(a), 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2802:

- 18 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3,
19 1174, 1194, 1198, and 2802 one hundred dollars (\$100) for each
20 employee per pay period for each initial violation and two hundred
21 dollars (\$200) for each employee per pay period for each
22 subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 23 ii. For violations of Labor Code § 203, a penalty in an amount not
24 exceeding thirty (30) days' pay as waiting time (penalties set by
25 Labor Code § 256);
- 26 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for
27 each employee for each initial violation that was neither willful nor
28 intentional, two hundred dollars (\$200) for each employee, plus

1 25% of the amount unlawfully withheld from each employee, for
2 each initial violation that was either willful or intentional, and two
3 hundred dollars (\$200) for each employee, plus twenty-five percent
4 (25%) of the amount unlawfully withheld from each employee, for
5 each subsequent violation, regardless of whether the subsequent
6 violation was either willful or intentional (penalties set by Labor
7 Code § 210);

8 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for
9 each employee for each initial violation that was neither willful nor
10 intentional, two hundred dollars (\$200) for each employee, plus
11 twenty-five percent (25%) of the amount unlawfully withheld from
12 each employee, for each initial violation that was either willful or
13 intentional, and two hundred dollars (\$200) for each employee, plus
14 twenty-five percent (25%) of the amount unlawfully withheld from
15 each employee, for each subsequent violation, regardless of
16 whether the subsequent violation was either willful or intentional
17 (penalties set by Labor Code § 225.5);

18 v. For violations of Labor Code § 226(a), if this action is deemed to
19 be an initial citation, two hundred and fifty dollars (\$250) for each
20 employee for each violation. Alternatively, if an initial citation or
21 its equivalent occurred before the filing of this action, one thousand
22 dollars (\$1,000) for each employee for each violation (penalties set
23 by Labor Code § 226.3);

24 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for
25 each employee for each initial pay period for which the employee
26 was underpaid, and one hundred dollars (\$100) for each employee
27 for each subsequent pay period for which the employee was
28 underpaid (penalties set by Labor Code § 558);

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and the general public, pray for relief and judgment against Defendants as follows:

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

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- k. Statutory penalties;
- l. Civil penalties;
- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: May 9, 2025

D.LAW, INC.

/s/ David Keledjian

Emil Davtyan
David Yeremian
David Keledjian
Attorneys for Plaintiff
RODERICK HENDERSON and
JEFFREY RICHARDS, and the putative
class

DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves, all other similarly situated, and the general public, all other aggrieved employees, and the State of California hereby demand a jury trial on all issues so triable.

Dated: May 9, 2025

D.LAW, INC.

/s/ David Keledjian

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David Yeremian
David Keledjian
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class