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on behalf of himself and others similarly situated

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

BRYAN MORALEZ, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

TEKNOR APEX COMPANY, a Delaware
Corporation; RANDSTAD PROFESSIONALS
US, LLC, a Delaware Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV07687

CLASS ACTION

Assigned for All Purposes To:

Hon.: Elihu M. Berle

Dept.: 6

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
8. Penalties Pursuant to Labor Code § 203;
9. Failure to Pay Proper Sick Pay Under Labor Code §§ 245 *et seq.* 246; and
10. Violation of Business & Professions Code § 17200 *et seq.*
11. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

05/29/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

1 Plaintiff BRYAN MORALES, (hereinafter "Plaintiff") on behalf of himself and all others
2 similarly situated (collectively, "Employees") complains of TEKNOR APEX COMPANY, and
3 RANDSTAD PROFESSIONALS US, LLC, Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former Employees
6 within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are
7 or were employed as non-exempt, hourly employees by TEKNOR APEX COMPANY;
8 RANDSTAD PROFESSIONALS US, LLC; and DOES 1 through 50 (all defendants being
9 collectively referred to herein as "Defendants"). Plaintiff alleges that Defendants, and each of them,
10 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
11 Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

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

23 3. At times, Defendants required Plaintiff and Employees to work on a commission-
24 only basis with no hourly wages, no timekeeping, no rest periods, no meal periods, no overtime pay,
25 no non-productive time pay, no paid sick time, and insufficient business expense reimbursements.
26 Further, at times, Defendants required Plaintiff and Employees to work while off the clock, to work
27 through or skip meal periods, to skip rest periods, and to incur necessary expenses in furtherance of
28 their job duties without providing full reimbursements. In addition, Defendants failed to pay Plaintiff

1 and Employees for non-productive time and failed to pay Plaintiff and Employees the regular rate
2 when calculating overtime pay, sick pay, vacation pay, and meal and rest premiums for pay periods
3 in which Plaintiff and Employees worked towards or earned non-discretionary bonuses including
4 commissions, annual performance bonuses, shift differentials and per diem payments.

5 **THE PARTIES**

6 **A. The Plaintiff**

7 4. Plaintiff BRYAN MORALES has resided in California and during the time period
8 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
9 the State of California.

10 **B. The Defendants**

11 5. Defendant TEKNOR APEX COMPANY is a Delaware corporation with its principal
12 executive offices in Pawtucket, Rhode Island, and has been listed as the “customer” on wage
13 statements issued to Plaintiff during the relevant time period. TEKNOR APEX COMPANY lists
14 Pawtucket, Rhode Island on the California Secretary of State and employed Plaintiff and the
15 Employees in Los Angeles County, including at Defendants’ plant in City of Industry, California.
16 Defendants conduct business throughout California. Plaintiff is informed and believes, and based
17 thereon alleges, that TEKNOR APEX COMPANY is a “client employer” within the meaning of
18 Labor Code §2810.3 that procures outplacement staffing and payroll services from various staffing
19 agencies, including but not limited to, RANDSTAD PROFESSIONALS US, LLC.

20 6. Defendant RANDSTAD PROFESSIONALS US, LLC is a Delaware corporation
21 with its principal executive offices in Woburn, Massachusetts, and does business throughout
22 California, including in the County of Los Angeles. RANDSTAD PROFESSIONALS US, LLC is
23 listed as the employer on wage statements issued to Plaintiff during the relevant time period.
24 RANDSTAD PROFESSIONALS US, LLC lists Woburn, Massachusetts on the California Secretary
25 of State and employed Plaintiff and the Employees in Los Angeles County, including at Defendants’
26 plant in City of Industry, California. Plaintiff is informed and believes, and based thereon alleges,
27 that RANDSTAD PROFESSIONALS US, LLC is a “labor contractor” within the meaning of Labor
28 Code § 2810.3 that provides outplacement staffing and payroll services for various industries and

professions, including for TEKNOR APEX COMPANY.

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

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

JURISDICTION AND VENUE

9. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles County and Defendants maintain and operate in facilities in Los Angeles County, and employ Plaintiff and other Class Members in Los Angeles County and throughout California.

FACTUAL BACKGROUND

10. The Employees who comprise the Class Action, including Plaintiff, are nonexempt

1 employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who
2 work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and
3 Employees were either not paid by Defendants for all hours worked or were not paid at the
4 appropriate minimum, regular and overtime rate. Plaintiff also contends that Defendants failed to
5 pay Plaintiff and the Class members all wages due and owing, including by requiring off the clock
6 work, rounding time entries to the nearest quarter hour, failing to provide meal and rest breaks, and
7 failing to furnish accurate wage statements, all in violation of various provisions of the California
8 Labor Code and applicable paragraphs of the IWC Wage Orders.

9 11. As a matter of Defendants' uniform company policy and practice, Plaintiff and the
10 Class members were required, at times, to work for Defendants without being compensated any
11 hourly wages which resulted in Plaintiff and Employees being paid less than the statutory minimum
12 wage. In addition, at times, Defendants failed to track the hours worked by Plaintiff and Employees.
13 Further, due to Defendants uniform policies and practices, Plaintiff and Class members were
14 required to work during their entitled meal and rest breaks which were not compensated by
15 Defendants in violation of the California Labor Code. As a result, Plaintiff and the Class members
16 worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were
17 not paid at the appropriate overtime rate for all such hours, including by being required to perform
18 work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and Employees
19 worked substantial overtime hours during their employment with Defendants for which they were
20 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

21 12. Defendants required Plaintiff and the Class members to perform work related duties
22 off the clock and to remain under Defendants' control during times when they should have been on
23 break or otherwise off the clock, including before and after their work shifts. For example, Plaintiff
24 and, upon information and belief the other Class members, had to change into required protective
25 gear, such as steel toe shackles, prior to starting their shifts. Plaintiff and, upon information and
26 belief the other Class members, also had to prep and clean the lab and check for raw materials prior
27 to starting their shifts. Plaintiff and Class members also had to wait in line to clock in at the timeclock
28 in order to clock in. Upon information and belief, Defendants failed to compensate Plaintiff and the

1 Class members for the time they were under control of Defendants before their scheduled shift start
2 time.

3 13. Plaintiff and, upon information and belief, the other Class members were also
4 required to stay past their schedule shift end time and perform work after clocking out for the day,
5 including finishing up assignments, cleaning up the lab, changing out of the required protective gear,
6 and responding to work related text and calls from supervisors and coworkers. Upon information
7 and belief, Defendants failed to compensate Plaintiff and the Class members for the time they were
8 under control of Defendants after clocking out for the day.

9 14. Further, Defendants followed a uniform policy and practice of rounding all time
10 entries to the nearest quarter hour (i.e., to the nearest 15 minute time increment) rather than paying
11 Plaintiff and the Class members for all hours and minutes they actually worked, and generally did
12 so to the detriment of the Employees, and these unlawfully rounded time entries were inputted into
13 Defendants' payroll system from which wage statements and payroll checks were created.
14 Defendants did so with the ostensible intent of paying Class members only for the hours they were
15 scheduled to work, rather than the hours they were actually under Defendants' control. Plaintiff
16 contends this policy is not neutral and results, over time, to the detriment of the Class members by
17 systematically undercompensating them.

18 15. Defendants generally discouraged employees from incurring overtime, as they
19 scheduled shifts for no more than eight hours a day or forty in a week. Plaintiff felt pressured by
20 management and work demands placed upon him to work off the clock but only log his scheduled
21 shift time as time worked, and feared being terminated if he did otherwise. Upon information and
22 belief, the other Class members were subjected to similar common policies and practices and were
23 subjected to similar scheduling requirements and off the clock work requirements.

24 16. As a result of the above-described daily work demands and pressures to continue
25 working through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff
26 and Employees were not properly paid for all wages earned and for all wages owed to them by
27 Defendants, including when working more than eight (8) hours in any given day and/or more than
28 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,

1 Plaintiff and Employees incurred overtime hours worked for which they were not adequately and
2 completely compensated. Defendants also failed to pay Plaintiff and Employees at an overtime rate
3 of 1.5 times the regular rate for the first eight hours of the seventh consecutive workday in a week
4 and overtime payments at the rate of two (2) times the regular rate for hours worked over eight (8)
5 on the seventh consecutive workday, as required under the Labor Code and applicable IWC Wage
6 Orders.

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

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

17 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants have regularly required Plaintiff and Employees to work shifts
19 in excess of five (5) hours without providing them with uninterrupted meal periods of not less than
20 thirty (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
21 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
22 hour of wages at each Employee’s effective regular rate of pay, for each meal period that Defendants
23 failed to provide or deficiently provided. Moreover, Plaintiff was required to carry a walkie-talkie
24 and respond to calls at all times, including while on breaks.

25 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have consistently failed to provide Plaintiff and Employees with paid rest
27 breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive hours
28 or major fraction thereof; nor did Defendant pay Employees premium pay for each day on which

1 requisite rest breaks were not provided or were deficiently provided at one hour of wages at each
2 Employee's effective regular rate of pay, for each rest period that Defendants failed to provide or
3 deficiently provided. Moreover, Plaintiff was required to carry a walkie-talkie and respond to calls
4 at all times, including while on breaks.

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

10 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to provide Employees with timely,
12 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

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

16 24. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
17 to the present, Defendants have had a consistent policy of failing to pay all wages due and owed to
18 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
19 required by California wage-and-hour laws.

20 25. Defendants also violated California Labor Code § 246 by not providing all required
21 paid sick days to Plaintiff and Employees. Labor Code § 246 provides that an employee who "works
22 in California for the same employer for 30 or more days within a year from the commencement of
23 employment is entitled to paid sick days as specified in this section." Labor Code § 246(b) requires
24 that "[a]n employee shall accrue paid sick days at the rate of not less than one hour per every 30
25 hours worked ... [or] 24 hours of accrued sick leave or paid time off by the 120th calendar day of
26 employment or each calendar year, or in each 12-month period." Upon information and belief,
27 Defendants failed to provide Plaintiff and Employees with the requisite number of paid sick days.

28 26. Defendants also failed to provide suitable seating to Plaintiff and the Class members.

1 Plaintiff worked in the lab. Throughout his shifts, Plaintiff would be required to stand for long
2 periods. Defendants should have provided Plaintiff with suitable seating at his assigned location,
3 such as a chair or a stool or the like, and such seating would in no way have interfered with the
4 performance of Plaintiff's job duties. California Labor Code §1198 makes it illegal to employ an
5 employee under conditions of labor that are prohibited by the applicable Wage Order. By failing to
6 provide Plaintiff and Class members with suitable seats in violation of Wage Order 1-2001, § 14,
7 Defendants violated California Labor Code § 1198. Plaintiff has been injured because he was
8 employed by Defendants and was not provided with suitable seating, in violation of Lab. Code §
9 1198 and Wage Order 1-2001, § 14. He was harmed by Defendants' failure to provide seats because
10 he was required to stand for extended periods of time despite the fact that the nature of his work did
11 not require that he remain standing at all times.

12 27. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
13 Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 245 *et seq.*, 246, 248.5, 510, 512, 558,
14 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

15 28. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
16 and Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
17 enjoyed from their violations of Labor Code.

18 CLASS ALLEGATIONS

19 29. Plaintiff brings this class action on behalf of himself and all others similarly
20 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
21 follows: all individuals employed by Defendants as non-exempt employees within the State of
22 California at any time within four (4) years of the filing of this lawsuit.

23 30. Further, Plaintiff seeks to represent the following Subclasses composed of and
24 defined as follows:

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

27 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
28 compensated for all hours worked for Defendants at the required rates of pay, including for all

1 hours worked in excess of eight in a day and/or forty in a week.

2 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
3 Defendants' policy and/or practice of failing to provide timely unpaid 30-minute uninterrupted and
4 duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

5 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
6 Defendants' policy and/or practice of failing to authorize and permit Employees to take
7 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
8 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

9 e. Subclass 5. Failure to Reimburse for Necessary Business Expenditures Subclass.
10 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
11 incurred in the performance of Employees' job duties for Defendants which were necessary to
12 perform their duties under Defendants' employ.

13 f. Subclass 6. Wage Statement Subclass. All Class members who, within the
14 applicable limitations period, were not provided with accurate itemized wage statements.

15 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
16 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
17 by California wage-and-hour laws.

18 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
19 applicable limitations period, either voluntarily or involuntarily separated from their employment
20 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
21 termination or separation.

22 i. Subclass 9. Sick-Pay Class: All Class members who did not receive legally
23 required paid sick time off.

24 j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a result
25 of Defendants' business acts and practices, to the extent such acts and practices are found to be
26 unlawful, deceptive, and/or unfair.

27 31. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
28 modify the class description with greater particularity or further division into subclasses or

1 limitation to particular issues.

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

5 **A. Numerosity**

6 33. The potential members of the class as defined are so numerous that joinder of all
7 the members of the class is impracticable. While the precise number of class members has not
8 been determined at this time, Plaintiff is informed and believes that Defendants employ or, during
9 the time period relevant to this lawsuit, employed more than 100 non-exempt individuals within
10 the State of California.

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

14 **B. Commonality**

15 35. There are questions of law and fact common to the class that predominate over any
16 questions affecting only individual class members. These common questions of law and fact
17 include:

- 18 a. Whether Defendants failed to pay Employees minimum wages;
- 19 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 20 c. Whether Defendants failed to pay Employees overtime as required under Labor
21 Code § 510;
- 22 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
23 IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay
24 in lieu thereof;
- 25 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
26 Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- 27 f. Whether Defendants violated Labor Code § 226(a);
- 28 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

1 h. Whether Defendants failed to reimburse Employees for necessary business
2 expenses in violation of Labor Code § 2802;

3 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
4 wages and compensation due and owing at the time of termination or separation of employment;

5 j. Whether Defendants violated Labor Code § 246 by not providing employees with
6 all legally required paid sick days;

7 k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;

8 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and

9 m. Whether Employees are entitled to equitable relief pursuant to Business and
10 Professions Code § 17200 *et seq.*

11 **C. Typicality**

12 36. The claims of the named plaintiff are typical of those of the other Employees.
13 Employees all sustained injuries and damages arising out of and caused by Defendants' common
14 course of conducts in violation of statutes, as well as regulations that have the force and effect of
15 law, as alleged herein.

16 **D. Adequacy of Representation**

17 37. Plaintiff will fairly and adequately represent and protect the interest of Employees.
18 Counsel who represents Employees are experienced and competent in litigating employment class
19 actions.

20 **E. Superiority of Class Action**

21 38. A class action is superior to other available means for the fair and efficient
22 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
23 questions of law and fact common to all employees predominate over any questions affecting only
24 individual employees. Each employee has been damaged and is entitled to recovery by reason of
25 Defendants' illegal policies or practices of failing to compensate Employees properly.

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

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

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

41. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees' time records and failing to pay Employees for all hours worked. Employees would work hours and not receive all wages owed, including as alleged above in connection with off the clock work, unlawful time rounding practices, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management. To the extent any local wage ordinances were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

42. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

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

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

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.

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

46. California Labor Code § 1194.2 also provides for the following remedies:

In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

48. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

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

50. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:

(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

51. Defendants had a consistent policy of not paying Employees wages for all hours worked at their required regular, overtime, and double-time rates, including by requiring off the clock work and rounding time entries, as addressed above, by under-reporting actual hours worked,

1 and by requiring Employees to do so as well. Further, due to Defendants uniform policies and
2 practices, Plaintiff and Class members were required to work during their meal and rest breaks
3 which were not compensated by Defendants in violation of the California Labor Code. Plaintiff and
4 Employees regularly worked over eight (8) hours on a given day without receiving overtime
5 compensation.

6 52. Defendants, and each of them, have intentionally and improperly rounded
7 Employees' hours, including Plaintiff's, or required Plaintiff and the Class members to do so, or
8 otherwise caused them to work off the clock to avoid paying Plaintiff and the Class members all
9 earned and owed straight time and overtime wages and other benefits, in violation of the California
10 Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth
11 by the Division of Labor Standards and Enforcement. Defendants have also violated these
12 provisions by requiring Plaintiff and other similarly situated non-exempt employees to work
13 through meal periods or remain under Defendants' control when they were required to be clocked
14 out or to otherwise work off the clock to complete their daily job duties and respond to demands
15 from customers and managers. Therefore, Employees were not properly compensated, nor were
16 they paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty
17 hours in a given week. Based on information and belief, Defendants did not make available to
18 Employees a reasonable protocol for correcting time records when Employees worked overtime
19 hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the
20 Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and
21 other similarly situated Class members to work through meal periods when they were required to
22 be clocked out or to otherwise work off the clock to complete their daily job duties. Defendants'
23 failure to pay compensation in a timely fashion also constituted a violation of California Labor
24 Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to
25 the filing of this lawsuit to the present, in direct violation of that provision of the California Labor
26 Code, Defendants have failed to pay all wages and overtime compensation earned by Employees.
27 Each such failure to make a timely payment of compensation to Employees constitutes a separate
28 violation of California Labor Code § 204.

53. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 201.3, which instructs that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week." From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Employees. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 201.3.

54. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Plaintiff and Employees. Each such failure to make a timely payment of compensation to Employees constitutes either a separate violation of California Labor Code § 204 or § 201.3.

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

56. Consequently, pursuant to California Labor Code §§ 201.3, 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to Plaintiff and Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

58. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more

1 than five (5) hours without providing him or her with a meal period of not less than thirty (30)
2 minutes or for a shift of more than ten (10) hours without providing him or her with a second meal
3 period of not less than thirty (30) minutes.

4 59. Defendants failed to provide Employees with meal periods as required under the
5 Labor Code. Plaintiff and Employees regularly worked over five (5) consecutive hours on a given
6 day without receiving compliant meal periods. Employees were consistently required to work
7 through their meal periods which they were consistently denied. Plaintiff and Employees were also
8 required to take meal periods after working beyond the five (5) hour shifts. During meal periods,
9 Employees would be disrupted or interrupted by Defendants with work related requests and
10 communications. Moreover, Plaintiff and Employees were required to carry a walkie-talkie and
11 respond to calls at all times, including while on breaks. Moreover, Plaintiff and Employees were
12 required to carry a walkie-talkie and respond to calls at all times, including while on breaks. Plaintiff
13 and Employees were also, at times, not permitted to take full and complete thirty-minute meal
14 periods, and otherwise took meal periods shorter than thirty minutes in length, due to the control
15 exercised upon Employees by Defendants. Furthermore, Employees were regularly required to work
16 for more than ten (10) hours in a given shift without receiving a second uninterrupted thirty (30)
17 minute meal period as required by law.

18 60. Moreover, Defendants failed to compensate Employees for each meal period not
19 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
21 a meal period in accordance with this section, the employer shall pay the employee one hour of pay
22 at the employee's regular rate of compensation for each workday that the meal period is not
23 provided. Defendants failed to compensate Plaintiff and Employees for each meal period not
24 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
25 of the applicable IWC Wage Order.

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

1 Employees are also entitled to prejudgment interest for such damages.

2 **FOURTH CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

7 63. Plaintiff and Employees consistently worked over three-and-one-half (3.5) hour and
8 six (6) hour shifts. At times, Plaintiff and Employees worked over ten (10) hours in a single workday.
9 Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid
10 rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift or major fraction
11 thereof.

12 64. Defendants failed to provide Employees with timely rest breaks of not less than ten
13 (10) minutes for each consecutive four (4) hours of work, or major fraction thereof, when Employees
14 worked over three-and-one-half (3.5) hours in a workday. Employees were often required to work
15 or to otherwise remain under Defendants' control during rest periods, including by responding to
16 work requirements, and had breaks provided untimely as a result of the above described off the
17 clock work. Moreover, Plaintiff and Employees were required to carry a walkie-talkie and respond
18 to calls at all times, including while on breaks.

19 65. Moreover, Defendants failed to compensate Employees for each rest period not
20 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
21 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
22 accordance with this section, the employer shall pay the employee one hour of pay at the employee's
23 regular rate of compensation for each workday that the rest period is not provided. Defendants failed
24 to compensate Plaintiff and Employees for each rest period not provided or inadequately provided,
25 as required under Labor Code § 226.7 and the applicable IWC Wage Order.

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

1 to prejudgment interest for such damages.

2 **FIFTH CAUSE OF ACTION**
3 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
4 **IN VIOLATION OF LABOR CODE § 2802**
5 **(Against All Defendants)**

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

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

11 69. Employees incurred necessary expenditures in the performance of their job duties for
12 Defendants, namely the cost cell phone usage to communicate with management and coworkers,
13 which were necessary to perform their duties under Defendants' employ. From four (4) years prior
14 to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to
15 reimburse Employees for these necessarily incurred business expenses.

16 70. As a result of the unlawful acts of Defendants, Employees have been deprived of
17 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
18 plus interest and penalties thereon, attorneys' fees, and costs.

19 **SIXTH CAUSE OF ACTION**
20 **VIOLATION OF LABOR CODE § 226(a)**
21 **(Against All Defendants)**

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

24 72. California Labor Code § 226(a) requires an employer to furnish each of his or her
25 employees with an accurate, itemized statement in writing showing inclusive dates of the pay period,
26 the gross and net earnings, total hours worked, and the corresponding number of hours worked at
27 each hourly rate. In addition, Labor Code § 226(a) requires that the wage statement depict "the name
28 and address of the legal entity that is the employer. These statements must be appended to the

1 detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages;
2 or, if wages are paid by cash or personal check, these statements may be given to the employee
3 separately from the payment of wages. In either case the employer must give the employee these
4 statements twice a month or each time wages are paid.

5 73. Defendants failed to provide Employees with accurate itemized wage statements in
6 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
7 Defendants failed to accurately account for wages, hours worked, overtime, premium pay for
8 deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have
9 known were owed to Employees, as alleged hereinabove. Moreover, the wage statements provided
10 to Employees by Defendants failed to include the total hours worked in violation of Labor Code §
11 226(a)(2) reflected incorrect hours worked due to rounding, all of which Defendants knew or
12 reasonably should have known were owed to Employees, as alleged hereinabove. The wage
13 statements provided to Employees were confusing and required Employees to engage in discovery
14 and refer to outside sources to verify whether their pay was correct and potentially resulting in a
15 miscalculation by the Employees.

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

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

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

1 pay period.

2 77. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any
3 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
4 according to proof. Plaintiff and Employees are also entitled to an award of costs and reasonable
5 attorneys' fees.

6 **SEVENTH CAUSE OF ACTION**
7 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
8 **and 1174.5**
9 **(Against All Defendants)**

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

12 79. California Labor Code § 1174 requires that all employers shall keep accurate time
13 and wage records for all employees. California Labor Code § 1174.5 further requires that any
14 employee suffering injury due to a willful violation of the aforementioned obligations may seek
15 damages, including civil penalties, from the employer.

16 80. During the course of Plaintiff's and Employees' employment, Defendants
17 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
18 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
19 overtime, and premium pay as discussed above.

20 81. Defendants are also required by California Labor Code § 1198 and the applicable
21 Wage Order to maintain a tracking system that accurately records the times at which Employees
22 works.

23 82. Defendants have maintained a common unlawful policy and practice of failing to
24 accurately record meal breaks. At all times relevant hereto, Defendants had maintained an unlawful
25 uniform policy and practice of editing the time records entered by its Employees to change the actual
26 meal break times recorded by the employee, in order to make it appear as though Defendants'
27 Employees took timely and compliant meal breaks.

28 83. Defendants' failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them.

2 84. Accordingly, Defendants are liable for civil penalties pursuant to the California
3 Labor Code including §§ 1174.5 for the three (3) years prior to the filing of this Complaint.

4 **EIGHTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE § 203**

6 **(Against All Defendants)**

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

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

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

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

15 89. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
16 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
17 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
18 to thirty (30) days from the date they were due. Plaintiff and Employees are also entitled to an award
19 of costs and reasonable attorneys' fees.

20 **NINTH CAUSE OF ACTION**

21 **FAILURE TO PAY PROPER SICK PAY UNDER LABOR CODE §§ 245 *ET SEQ.***

22 **246**

23 **(Against All Defendants)**

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

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

91. Defendants had a common policy and practice of systemically failing to provide Plaintiff and Employees with paid sick leave or paid time off in accordance with California Law. Specifically, Plaintiff and Employees worked for Defendants for more than 30 days but were not provided at least one hour of paid sick pay for every 30 hours of work, or at least 3 days of paid sick time for every 12-month period of work.

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

TENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*

(Against All Defendants)

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

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

95. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

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

97. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under

1 substandard and unlawful conditions, and to protect law-abiding employers and their employees
2 from competitors who lower costs to themselves by failing to comply with minimum labor
3 standards.

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

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

12 100. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
13 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
14 care should have known that their conduct was unlawful. Therefore, Defendants' conduct violates
15 the Business & Professions Code § 17200 *et seq.*

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

18 102. Unless restrained by this Court, Defendants will continue to engage in such unlawful
19 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
20 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
21 the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited
22 by the Business & Professions Code, including but not limited to the disgorgement of such profits
23 as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

24 **ELEVENTH CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

1 104. Plaintiff and Employees are aggrieved employees as defined under Labor Code
2 §2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
3 alleged violators, Defendants.

4 105. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
5 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty
6 provisions, without limitation, based on the following California Labor Code sections: 201, 201.3,
7 202, 203, 204, 210, 226, 226.3, 226.7, 245 *et seq.*, 246, 248.5, 510, 512, 558, 558.1, 1174, 1174.5,
8 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

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

11 107. Employees also seek any and all penalties and remedies set forth in Labor Code
12 § 558, which states:

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

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

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

28 108. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of

1 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
2 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
3 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
5 that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

6 109. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
7 LWDA and Defendants postmarked on March 25, 2024. The LWDA has not provided notice of its
8 intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

9 **RELIEF REQUESTED**

10 WHEREFORE, Plaintiff prays for the following relief:

- 11 1. For an order certifying this action as a class action;
- 12 2. An order that Plaintiff be appointed class representative;
- 13 3. An order that counsel for Plaintiff be appointed class counsel;
- 14 4. For compensatory damages in the amount of the unpaid minimum wages for work
15 performed by Employees and unpaid overtime compensation from at least four (4) years prior to the
16 filing of this action, as may be proven;
- 17 5. For liquidated damages in the amount equal to the unpaid minimum wage and interest
18 thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 19 6. For compensatory damages in the amount of the hourly wage made by Employees
20 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
21 years prior to the filing of this action, as may be proven;
- 22 7. For compensatory damages in the amount of the hourly wage made by Employees
23 for each day requisite rest breaks were not provided or were deficiently provided where no premium
24 pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
- 25 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 26 9. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 27 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired
28 in an amount equal to their daily wage times thirty (30) days, as may be proven;

- 1 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 2 12. For restitution for unfair competition pursuant to Business & Professions Code
- 3 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 4 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 5 14. For compensatory damages pursuant to Labor Code § 2802 in the amount of all
- 6 previously unreimbursed business expenditures necessarily incurred by Employees in the discharge
- 7 of their job duties for Defendants from four (4) years prior to the original filing of this action, as
- 8 may be proven;
- 9 15. For compensatory damages in the amount equal to the sick hours used by Employees,
- 10 at the Employees' regular rates of pay;
- 11 16. For penalties and compensatory damages in the amount equal to the proper rate of
- 12 pay for work beyond the sixth consecutive day for at least six hours a day or for over 30 hours total;
- 13 17. For penalties and compensatory damages for Defendants violations of Labor Code
- 14 §§ 212 and 213;
- 15 18. For an order enjoining Defendants and their agents, servants, and employees, and all
- 16 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
- 17 adumbrated in this Complaint;
- 18 19. For all general, special, and incidental damages as may be proven;
- 19 20. For an award of pre-judgment and post-judgment interest;
- 20 21. For an award providing for the payment of the costs of this suit;
- 21 22. For an award of attorneys' fees; and
- 22 23. For such other and further relief as this Court may deem proper and just.

23

24 DATED: May 29, 2024

D.LAW, INC.

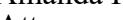
25 By



26 Emil Davtyan
27 David Yermian
Roman Shkodnik
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28 MORALEZ and the putative class

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DATED: May 29, 2024

By 
Emil Davtyan
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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205

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

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

Natalia Bermudes
Natalia Bermudes