

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
05/13/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

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

QUINCY CALLOWAY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

LIGHTSTORM ENTERTAINMENT, INC., a
California corporation; TCF US
PRODUCTIONS 27, INC., a Delaware
corporation; B-T-L PAYROLLS, LLC, a
California limited liability company; and DOES
1 through 100,

Defendants.

CASE NO. 24STCV05939

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§
1194, 1194.2, 1197);**
- (2) FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
1194, 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) FAILURE TO REIMBURSE FOR
ALL NECESSARY BUSINESS
EXPENDITURES (LABOR CODE
§§ 2802, 2804);**
- (6) WAGE STATEMENT PENALTIES
(LABOR CODE § 226 *et seq.*);**
- (7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**

**(9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE
§ 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Quincy Calloway (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants Lightstorm Entertainment, Inc., a California corporation; TCF
4 US Productions 27, Inc., a Delaware corporation; B-T-L Payrolls, LLC, a California limited
5 liability company; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information
6 and belief alleges as follows:

7 **JURISDICTION**

8 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
9 Complaint for recovery of unpaid wages and penalties under California Business and Professions
10 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 1194, 1198, 2802,
11 2804, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order 4 (“Wage Order 4”), in
12 addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought
13 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
14 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
15 this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
20 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
21 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
22 service of process.

23 **PARTIES**

24 3. Plaintiff is and was at all times relevant herein, an individual over the age of
25 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
26 During the four years immediately preceding the filing of the Complaint in this action and within
27 the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was
28 employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’

1 policies and/or practices complained of herein, lost money and/or property, and has been deprived
2 of the rights guaranteed by California Business and Professions Code § 17200, *et. seq.*, Labor
3 Code §§ 201-204, 226, 226.7, 510, 512, 516, 1194, 1198, 2802, 2804, and 2698 *et seq.*; and Wage
4 Order 4, which sets employment standards for “Professional, Technical, Clerical, Mechanical and
5 Similar Occupations.”

6 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
7 years preceding the filing of the Complaint and continuing to the present, Defendants Lightstorm
8 Entertainment, Inc. and TCF US Productions 27, Inc. did (and continue to do) business in
9 California as producers of movies and television, and Defendant B-T-L Payrolls, LLC did (and
10 continues to do) business in California by operating a payroll accounting service. Defendants
11 employed Plaintiff and other similarly situated non-exempt employees within Los Angeles
12 County and the State of California.

13 5. Plaintiff does not know the true names or capacities, whether individual, partner,
14 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
15 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
16 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
17 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
18 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
19 and proximately caused Plaintiff and the Classes (as defined in Paragraph 16) to be subject to the
20 unlawful employment practices, wrongs, injuries, and damages complained of herein.

21 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
22 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

23 7. At all times herein mentioned, each of said Defendants participated in the doing
24 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
25 Defendants, and each of them, were the agents, servants, and employees of each and every one of
26 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
27 were acting within the course and scope of said agency and employment. Defendants, and each
28 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or

omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt employee in the position of “Render QC Artist,” in which his job duties included work on 3D graphics rendering, from approximately 2022 until approximately November 13, 2023.

10. During Plaintiff’s employment, Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, although Plaintiff and other non-exempt employees reported their hours worked to the minute to their supervisors through the Slack application, they were told to only record their scheduled time. As a result, Defendants regularly, systematically, and impermissibly rounded, shaved, or otherwise altered the time worked by Plaintiff and other non-exempt employees in Defendants’ favor, such that the time shaving/rounding practice utilized by Defendants was not even-handed over time and would round and shave in Defendants’ favor such that Plaintiff and other non-exempt employees were routinely underpaid for their time worked. Further, on occasions when Plaintiff worked over eight hours in a workday and/or forty hours in a workweek, Defendants’ timekeeping policies/practices deprived him of additional overtime wages earned.

11. Defendants failed to provide Plaintiff and other putative class members with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in missed, late (commencing after the fifth hour of work) and short (less than 30 minutes) first meal periods. Furthermore, Plaintiff was not provided a second meal period worked shifts in excess of 10.0 hours, due to Defendants’ meal period policies/practices, which failed to provide second meal periods for shifts in excess of 10.0 hours. On those occasions when Plaintiff was not

provided with all legally-required meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

12. Defendants have also failed to authorize and permit all required rest periods for Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to authorize and permit a 10-minute period of net rest for every four hours worked or major fraction thereof due to work demands imposed by Defendants. On those occasions when Plaintiff was not authorized and permitted all legally required rest periods to which he was entitled, Defendants failed to compensate Plaintiff with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

13. Defendants also failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, use of their personal cellular phones and internet for work activities.

14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum wages, overtime wages, and meal and rest period premiums, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

15. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum wages, overtime wages, and meal and rest period premiums, Defendants failed to pay Plaintiff and other non-exempt employees all wages owed at the time of their separation of employment with Defendants. Additionally, although Plaintiff was terminated on November 13, 2023, Defendants did not pay Plaintiff his final wages until the next regularly scheduled pay day, which was paid on November 21, 2023. Upon information and belief, Defendants policy and practice is to pay terminated employees their final wages on the next

regularly scheduled payday.

CLASS ACTION ALLEGATIONS

16. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of the Complaint through the present.
- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and were subject to Defendants' timekeeping policies during the four years immediately preceding the filing of the Complaint through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of the Complaint through the present.
- e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees who were not adequately reimbursed for reasonable and necessary expenditures in connection with their employment with Defendants, during the four years immediately preceding the filing of the Complaint through the present.
- f. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have received a

wage statement from Defendants during the one year immediately preceding the filing of the Complaint through the present.

- g. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, Rest Period Class, and/or all of Defendants' non-exempt employees who were terminated and/or resigned, and who have separated their employment with Defendants during the three years immediately preceding the filing of the Complaint through the present.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of one hundred (100) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation, to:

- i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Classes;
- iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

- v. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- vi. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;
- viii. Whether Defendants' policies and/or practices regarding reasonable and necessary business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class;
- ix. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- x. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class at the time of their separation of employment were lawful.

19. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not properly paid minimum and overtime wages due to Defendants' timekeeping policies/practices, were not provided all required meal periods, were not authorized and permitted to take all required rest periods, did not receive meal and rest period

premium wages for missed and/or non-compliant meal and rest periods, were not reimbursed for necessary business expenses, were not issued accurate itemized wage statements, and/or did not receive all final wages owed to him upon his separation of employment with Defendants.

21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be

dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS (AGAINST ALL DEFENDANTS)

23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

25. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

26. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

27. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are

entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 5.

28. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198, which provides that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

31. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek. Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay for such hours.

32. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code of Civil Procedure § 1021.5.

1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 34. Plaintiff is informed and believe, and based thereon alleges, that Defendants failed
6 in their affirmative obligation to provide all of their non-exempt employees in California,
7 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
8 in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite
9 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
10 of the Meal Period Class at their respective regular rates of pay, in accordance with California
11 Labor Code §§ 204, 210, 226.7, and 512.

12 35. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 5, including interest
14 thereon, statutory penalties, civil penalties, and costs of suit.

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 37. Wage Order 5, § 12 and Labor Code §§ 226.7 and 516 establish the right of
20 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
21 period worked, or major fraction thereof.

22 38. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
23 of the Rest Period Class to take all required rest periods.

24 39. The foregoing violations create an entitlement to recovery by Plaintiff and
25 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
26 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
27 to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE EMPLOYEES FOR**

3 **NECESSARY BUSINESS EXPENDITURES**

4 **(AGAINST ALL DEFENDANTS)**

5 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 41. Based on information and belief, Defendants required Plaintiff and members of
7 the Employee Expense Class to use their personal cellular phones but failed to provide adequate
8 reimbursement.

9 42. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
10 states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or
11 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
12 his or her obedience to the directions of the employer.”

13 43. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
14 states that, “[a]ny contract or agreement, express or implied, made by any employee to waive the
15 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
16 employee or his personal representative of any right or remedy to which he is entitled under the
17 laws of this State.”

18 44. As a proximate result of Defendants’ policies and/or practices in violation of Labor
19 Code §§ 2802 and 2804, and Wage Order 5, § 9, Plaintiff and members of the Employee Expense
20 Class were damaged in sums, which will be shown according to proof.

21 45. Plaintiff and members of the Employee Expense Class are entitled to attorneys’
22 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

23 46. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
24 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
25 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
26 from the date on which they incurred the necessary expenditure.

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1 **SIXTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
7 and members of the Wage Statement Class with accurate and complete, itemized wage statements
8 that included, among other requirements, all hours worked, total gross wages earned, all rates of
9 pay and corresponding number of hours worked, total net wages earned, and the correct name of
10 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

11 49. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
12 with accurate and complete, itemized wage statements resulted in actual injury, as said failures
13 led to, among other things, the non-payment of minimum and overtime wages and meal and rest
14 period premium wages owed, and deprived them of the information necessary to identify the
15 discrepancies in Defendants' reported data.

16 50. Defendants' failures create an entitlement to recovery by Plaintiff and members of
17 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
18 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
19 costs of suit according to California Labor Code § 226 *et seq.*

20 **SEVENTH CAUSE OF ACTION**

21 **WAITING TIME PENALTIES**

22 **(AGAINST ALL DEFENDANTS)**

23 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 52. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
25 an employer to pay all wages immediately at the time of separation of employment in the event
26 the employer discharges the employee, or the employee provides at least 72 hours of notice of
27 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
28 to quit, said employee's wages become due and payable not later than 72 hours upon said

employee's last date of employment.

53. Plaintiff is informed and believe, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including minimum and overtime wages, and meal and rest period premium wages.

54. Further, Plaintiff is informed and believe, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

55. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

56. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

58. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by: (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b) failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements in violation

of Labor Code § 226; (g) failing to provide adequate reimbursement for all reasonable and necessary business expenditures; and (h) failing to timely pay all wages owed upon separation to Plaintiff and members of the Waiting Time Class.

59. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

60. Because Plaintiff is a victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for themselves and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

61. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiff's Complaint.

62. Plaintiff was compelled to retain the services of counsel to file this Complaint to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

63. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

64. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due

1 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
2 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
3 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
4 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
5 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
6 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
7 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
8 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
9 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
10 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
11 subsequent violation per employee per pay period for those violations of the Labor Code for which
12 no civil penalty is specifically provided, based on the following Labor Code violations:

- 13 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
14 Wage Class, and other aggrieved employees in violation of Labor Code §§ 1194,
15 1194.2, and 1197;
- 16 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
17 earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194,
18 and 1198;
- 19 c. Failing to provide all legally required meal periods, and failure to pay meal period
20 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
21 employees at the regular rate of compensation in violation of Labor Code §§
22 226.7, 512, and 1198;
- 23 d. Failing to authorize and permit all legally required rest periods, and failure to pay
24 rest period premium wages, to Plaintiff, the Rest Period Class, and other
25 aggrieved employees at the regular rate of compensation in violation of Labor
26 Code §§ 226.7, 516, and 1198;
- 27 e. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved
28 employees for all necessary business expenses incurred in violation of Labor
Code §§ 2802 and 2804;

1 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
2 employees with complete, accurate, itemized wage statements in violation of
3 Labor Code § 226;

4 g. Failing to timely pay all final wages and compensation earned by Plaintiff, the
5 Waiting Time Class, and other aggrieved employees at the time of separation in
6 violation of Labor Code §§ 201, 202, and 203;

7 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
8 twice during each calendar month in violation of Labor Code § 204; and

9 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
10 employees in violation of Labor Code §§ 1174 and 1198.

11 65. On March 8, 2024, Plaintiff notified Defendants via certified mail, and notified the
12 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
13 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
14 under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor
15 Code identified in Paragraph 64 (a)-(i). Now that sixty-five days have passed from Plaintiff
16 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
17 that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements
18 for bringing a claim under the Private Attorneys General Act with respect to these violations.

19 66. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved
20 Employees, as defined by Labor Code § 2699(c).

21 67. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect his interests and the interests of other aggrieved employees, and to assess and collect the
23 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
24 he is entitled to receive under California Labor Code § 2699(g).

25 **PRAYER**

26 WHEREFORE, Plaintiff prays for judgment for themselves and for all others on whose
27 behalf this suit is brought against Defendants, as follows:

28 1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201- 203;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per

employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 47 (a)-(j);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

15. For such other and further relief, the Court may deem just and proper.

Dated: May 13, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: May 13, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff