

Roy K. Suh (Cal. SBN 283988)
roy.suh@rkslawpc.com; service@rkslawpc.com
RKS LAW PC
4193 Flat Rock Road, Building 200, Office 242
Riverside, California 92505
Telephone: (424) 371-1123
Facsimile: (424) 371-1020

Dean G. Thompson (Cal. SBN 248528)
dean@thompsonlaborlaw.com
LAW OFFICES OF DEAN G. THOMPSON, APC
4193 Flat Rock Drive, Building 200, Office 242
Riverside, California 92505
Telephone: (213) 278-9685

Attorneys for Plaintiff GAUDENCIO OLVERA

FILED
Superior Court of California
County of Los Angeles
05/17/2024

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 – SPRING STREET COURTHOUSE

GAUDENCIO OLVERA, a natural person,
individually, and on behalf of others similarly
situated and aggrieved,

Plaintiff,

v.

QUALITY PARKING SERVICE, INC., a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

) Case No. 24STCV06617
) *Assigned for all purposes to the Honorable*
) *Lawrence P. Riff, Department 7*
)
) **COMPLEX ACTION**
)
) **FIRST AMENDED CLASS AND**
) **REPRESENTATIVE ACTION COMPLAINT**
)
) 1. Failure to Pay Minimum and Regular Rate
) Wages
) 2. Failure to Pay Overtime Compensation
) 3. Failure to Provide Meal Periods and Pay
) Wages in Lieu Thereof
) 4. Failure to Provide Rest Periods and Pay Wages
) in Lieu Thereof
) 5. Failure to Indemnify Necessary Expenditures
) or Losses
) 6. Failure to Furnish Accurate Wage Statements
) and to Maintain and Permit Inspection of
) Records
) 7. Failure to Pay Wages at Discharge or Quitting
) 8. Unfair Competition Law Remedies for
) Unlawful and Unfair Business Acts
) 9. Private Attorneys General Act Remedies for
) Violations of the Labor Code
)
) **DEMAND FOR JURY TRIAL**
)
) **PAGA Notice**
) **LWDA-CM-1015975-24:** March 11, 2024
) **Complaint Filed:** March 15, 2024
) **Trial Date:** None Set

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

2 1. **Introduction.** Plaintiff GAUDENCIO OLVERA (“Plaintiff”) brings this complaint against
3 defendant QUALITY PARKING SERVICE, INC., a California corporation, and DOES 1 through 25,
4 inclusive (collectively, “Defendants”), based on facts that have evidentiary support or are likely to have
5 evidentiary support after a reasonable opportunity for further investigation and discovery, which Plaintiff
6 alleges including on information and belief, pursuant to the laws of the State of California, for which
7 Plaintiff prays for a judgment against Defendants awarding damages, restitution, interest, statutory
8 penalties, civil penalties, injunctive relief, attorneys’ fees, litigation costs, and all other legal and equitable
9 remedies deemed just under California law.

10 2. **Causes of Action and Remedies.** Defendants employed Plaintiff and other individuals to
11 perform labor under employment policies and practices that failed to comply with Industrial Welfare
12 Commission (“IWC”) Wage Order No. 9-2001 (Regulating Wages, Hours and Working Conditions in the
13 Transportation Industry) or other applicable Wage Orders (collectively, “IWC Wage Order(s)”) and
14 Labor Code provisions fixing the minimum wages, maximum hours, and standard conditions of labor for
15 employees in California, which resulted, and continues to result, in illegal conduct giving rise to a class
16 and representative action based on Defendants’ acts and omissions including: (1) failure to pay minimum
17 and regular rate wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods and
18 pay wages in lieu thereof; (4) failure to provide rest periods and pay wages in lieu thereof; (5) failure to
19 indemnify necessary expenditures or losses; (6) failure to furnish accurate itemized wage statements and
20 to maintain accurate records; (7) failure to pay wages at discharge or quitting; and (8) Unfair Competition
21 Law (Business and Professions Code §§ 17200-17210, *et seq.* [sometimes “UCL”]) remedies for unlawful
22 and unfair business acts; and (9) Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698-
23 2699.8, *et. seq.* [sometimes “PAGA”]) remedies for violations Labor Code and IWC Wage Order
24 provisions.

25 3. **First to Eighth Causes of Action as a Class and UCL Representative Action.** Plaintiff brings
26 the first through eighth causes of action against Defendants, individually, and as a class and representative
27 action on behalf of similarly situated current and former employees who worked for Defendants during
28 the applicable statutory periods.

1 4. Ninth Cause of Action as a PAGA Representative Action. Plaintiff brings the ninth cause
2 of action against Defendants, as a representative action on behalf of the State of California, pursuant to
3 PAGA for remedies based on at least one (1) violation of IWC Wage Orders or Labor Code provisions,
4 which Plaintiff alleges suffering as a result of Defendants’ illegal acts and omissions in California
5 including as alleged in Plaintiff’s March 11, 2024 notice to the Labor and Workforce Development
6 Agency (“LWDA”) and Defendants in LWDA, Case No. CM-1015975-24, as may be amended
7 (sometimes, “03/11/24 PAGA Notice”), which is incorporated by reference.

8 **JURISDICTION & VENUE**

9 5. Jurisdiction. The Superior Court of California has jurisdiction over this action. Plaintiff is,
10 or was, a California resident when least one (1) of the Defendants regularly conducted business in
11 California and when Defendants’ acts and omissions caused the losses, which Plaintiff seeks to remedy in
12 amounts yet unascertained, subject to proof and within the jurisdiction of this Court. Defendants have
13 sufficient minimum contacts in California and purposefully availed themselves of the privileges of
14 conducting business in California including by forming an employment relationship with Plaintiff, which
15 causes California courts’ exercise of jurisdiction over Defendants consistent with traditional notions of
16 fair play and substantial justice. Finally, no federal question is in controversy because Plaintiff’s causes
17 of action are based solely on California law.

18 6. Venue. Venue is proper in this judicial district of the County of Los Angeles because
19 Plaintiff and persons similarly aggrieved performed labor or resided in this judicial district while
20 performing labor for Defendants, and Defendants executed their illegal wage, hour, and working condition
21 policies and practices, which are subjects of this action, in this judicial district.

22 **PARTIES**

23 **Plaintiff, Individually, and on Behalf of Others Similarly Situated.**

24 7. Plaintiff Gaudencio Olvera. Defendants employed Plaintiff, a natural person, in California
25 as an hourly paid employee, in a position Defendants classified as non-exempt, beginning around April
26 2023 to around January 2024, who brings this action against Defendants, individually, and as a class action
27 and as a representative action.

28 8. Class Members. Plaintiff brings class and representative allegations against Defendants on

1 behalf of the following similarly situated persons:

2 All persons who worked for Defendants in California as non-exempt employees at any time
3 during the period beginning four (4) years prior to the filing of this action and ending on
the date the class is certified or on a date fixed by the Court (“Class Members”).

4 Plaintiff reserves the right to name additional class representatives.

5 **Plaintiff on Behalf of the State of California with Respect to Aggrieved Employees.**

6 9. Aggrieved Employees. Plaintiff, as a deputized PAGA representative, brings PAGA
7 allegations on behalf of the State of California with respect to the following persons:

8 All persons who worked for Defendants in California as non-exempt employees at any time
9 during the period beginning one (1) year prior to Plaintiff’s March 11, 2024 PAGA Notice
10 and ending on the date of judgment or on a date fixed by the Court (“Aggrieved
Employees”).

11 Plaintiff reserves the right to name additional PAGA representatives.

12 **Defendants and Does 1 Through 25, Inclusive.**

13 10. Defendant Quality Parking Service, Inc. Defendant QUALITY PARKING SERVICE,
14 INC. is a corporation formed and existing under the laws of California, who conducted business in
15 California under California Secretary of State file number: C1751697 including while employing Plaintiff
16 and Class Members.

17 11. Does 1 Through 25. Plaintiff does not presently know the true names and capacities of
18 DOES 1 through 25, inclusive (“DOE Defendants”), who are each in some manner highly responsible for,
19 and proximately caused, Plaintiff and Class Members’ injuries. Plaintiff therefore sues such DOE
20 Defendants under fictitious names and shall seek leave of court to amend this complaint to allege the true
21 names and capacities of such DOE Defendants when ascertained.

22 12. Defendants’ Relationships Giving Rise to Individual, Joint, and Several Liability.
23 Defendant QUALITY PARKING SERVICE, INC. and each of the DOE Defendants (collectively,
24 “Defendants”) committed acts and omissions in concert with each other and are, as a result, jointly liable
25 for Plaintiff and Class Members’ injuries under theories of liability, which Plaintiff pleads in the
26 alternative consistent, and not in contradiction, with Plaintiff’s other allegations. Accordingly, whenever
27 Plaintiff alleges any of the Defendants committed an act or omission herein, Plaintiff alleges each of the
28 Defendants committed the act and should be held liable individually, jointly, and severally including for

1 the reasons that follow.

2 12.1. Defendants' Unity of Interest and Ownership Giving Rise to Joint Liability. Each
3 of the Defendants shared a unity of interest and ownership with the other Defendants such that any
4 company or business individuality and separateness between them has ceased such that Defendants are
5 alter egos of each other and if Defendants' acts and omissions are treated as those of only one of them,
6 then an inequitable result for Plaintiff and Class Members would follow.

7 12.2. Defendants' Joint Employment Relationships Giving Rise to Joint Liability. Each
8 of the Defendants, directly or indirectly, or through Defendants' agents or other persons: (1) exercised
9 control over Plaintiff and Class Members' wages, hours, or working conditions; (2) suffered or permitted
10 Plaintiff and Class Members to work; or (3) engaged Plaintiff and Class Members, thereby creating a
11 common law employment relationship.

12 12.3. Defendants' Temporary Services Employer Relationships Giving Rise to Joint
13 Liability. Each of the Defendants, directly or indirectly, or through agents or other persons, engaged in
14 conduct forming a "[T]emporary services employer" and/or "client" and "customer" relationship as
15 defined in Labor Code § 201.3(a)(1) because at least one of the Defendants, as an "employing unit[.]"
16 contracted with the other Defendants, as a client or customer, to supply Plaintiff and Class Members as
17 "workers" to perform services for Defendants, and under this relationship, at least one (1) of the
18 Defendants: (A) negotiated with the other Defendants, as clients and customers, for matters such as the
19 time and place where the services are to be provided, the type of work, the working conditions, and the
20 quality and price of the services; (B) determined assignments or reassignments of workers, even if workers
21 retained the right to refuse specific assignments; (C) retained the authority to assign or reassign a worker
22 to another client or customer when the worker is determined unacceptable by a specific client or customer;
23 (D) assigned or reassigned workers to perform services for clients or customers; (E) set the rate of pay of
24 workers, whether or not through negotiation; (F) paid workers from its own account or accounts; and (G)
25 retained the right to hire and terminate workers.

26 12.4. Defendants' Other Acts and Omissions Giving Rise to Joint Liability. Each of the
27 Defendants, directly or indirectly, or through agents or other persons, completely dominated the other
28 Defendants including in the course and scope of their relationships as alter egos, divisions, affiliates,

1 integrated enterprisers, subsidiaries, parents, principals, associates, managers, supervisors, managing
2 agents, directors, owners, shareholders, sisters, related entities, co-conspirators, agents, partners, joint
3 venturers, masters, servants, clients, customers, aiders, abettors, franchisees, franchisors, joint
4 enterprisers, predecessors in interest, successors in interest, and guarantors, and each of the Defendants
5 directed, authorized, permitted, condoned, and ratified the other Defendants' acts and omissions.

6 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

7 13. Plaintiff's Work Experiences. Defendants employed Plaintiff in California as an hourly
8 paid Plaintiff, in a position Defendants classified as non-exempt, beginning around April 2023 to around
9 January 2024. Plaintiff regularly or occasionally worked shifts over five (5) hours, eight (8) hours, and 10
10 hours a day performing cleaning, maintenance, parking garage attendant, travel from a worksite to a
11 second worksite on the same day, and other duties alongside Class Members, who performed similar
12 duties. Despite Plaintiff's complaints to Defendants about Defendants subjecting Plaintiff to wages, hours,
13 and working conditions that failed to comply with California law including by failing to provide compliant
14 meal and rest periods during employment, Defendants failed to take corrective, remedial action to perform
15 their employer-obligations to keep accurate records of Plaintiff's work and to pay Plaintiff all wages due
16 during employment. Additionally, Defendants terminated the employment relationship with Plaintiff and
17 knowingly failed to immediately pay Plaintiff Plaintiff's final wages due at the time of termination.
18 Additionally, Defendants failed to provide Plaintiff copies of Plaintiff's employment and personnel
19 records in response to Plaintiff's written request within the time due.

20 13.1. Failure to Pay All Plaintiff All Wages Earned and Due. Defendants failed to
21 compensate Plaintiff for all hours of work performed including for minimum and overtime wage hours
22 worked and other wages due based on Plaintiff's regular rate of pay that included the value of non-
23 discretionary and non-hourly based earnings because Defendants failed to keep accurate time records of
24 Plaintiff's compensable hours, Defendants failed to pay Plaintiff for all hours worked, Defendants
25 required, suffered, and permitted Plaintiff to work or remain under Defendants' control while off-the-
26 clock including while performing other duties when Plaintiff should have been taking meal periods, or
27 was purportedly taking so-called meal periods that were not duty-free or that were not properly waived,
28 which Defendants should have treated, but failed to treat, as on-duty meal periods and Defendants should

1 have counted, but failed to count, as time worked.

2 13.2. Failure to Provide Plaintiff Meal Periods and Pay Wages in Lieu Thereof.

3 Defendants failed to provide Plaintiff timely, duty-free meal periods during shifts over five (5) hours.
4 Specifically, Plaintiff routinely worked for Defendants without being provided with all timely, 30-minute,
5 duty-free meal periods because Defendants gave Plaintiff too much work to perform and did not relieve
6 Plaintiff of all duties before the lapse of each five-hour period of work. Despite failing to provide Plaintiff
7 timely, 30-minute, duty-free meal periods, Defendants failed to pay Plaintiff one (1) hour of pay at
8 Plaintiff's regular rate of compensation for each workday when a compliant meal period was not provided.

9 13.3. Failure to Provide Plaintiff Rest Periods and Pay Wages in Lieu Thereof.

10 Defendants failed to provide Plaintiff timely, duty-free rest periods during shifts over three and one-half
11 (3 1/2) hours. Specifically, Plaintiff routinely worked for Defendants without being provided with all
12 timely, 10-minute, duty-free rest periods because Defendants gave Plaintiff too much work to perform
13 and did not relieve Plaintiff of all duties before the lapse of each four (4) hours worked or major fraction
14 thereof. Despite failing to provide Plaintiff timely, 10-minute, duty-free rest periods, Defendants failed to
15 pay Plaintiff one (1) hour of pay at Plaintiff's regular rate of compensation for each workday when a
16 compliant rest period was not provided.

17 13.4. Failure to Indemnify and Reimburse Plaintiff. Defendants failed to indemnify and

18 reimburse including for uniform wear, uniform maintenance, personal mobile data use caused by
19 Employers' policy of requiring Employee to use a personal cellphone to receive work instructions, and
20 travel expenses caused by Employers' policy of requiring Employee to travel to perform work outside of
21 Plaintiff's regularly assigned work location on the same day.

22 14. Plaintiff's Work Experiences as Common, Typical, and Illustrative. Defendants regularly

23 subjected Plaintiff and Class Members to similar employment policies and practices that led to the
24 inaccurate recordkeeping and wage theft, which caused Plaintiff to suffer legal detriment, and Plaintiff's
25 experiences were common, typical, and illustrative of Class Members' experiences as alleged herein.

26 14.1. Majority Non-Professional, Non-Executive, Non-Administrative Duties. Plaintiff

27 and Class Members did not perform more than one-half (1/2) of their work time during any week or pay
28 period engaged in duties utilizing advanced knowledge, specialized intellectual instruction, invention,

1 imagination, originality, or artistic talent that would qualify them as exempt employees under any
2 professional, executive, or administrative exemption provisions of IWC Wage Orders and Labor Code
3 § 515, or like provisions including because (a) their duties and responsibilities did not involve the
4 management of the enterprise in which they were employed or of a customarily recognized department or
5 subdivision thereof; (b) they were not licensed or certified by the State of California nor were they
6 primarily engaged in the practice of one (1) of the following recognized professions: law, medicine,
7 dentistry, optometry, architecture, engineering, teaching, or accounting, nor were they primarily engaged
8 in an occupation commonly recognized as a learned or artistic profession; and (c) their duties and
9 responsibilities did not involve either the performance of office or non-manual work directly related to
10 management policies or general business operations of their employer or their employer's customers, or
11 the performance of functions in the administration of a school system, or educational establishment or
12 institution, or of a department or subdivision thereof, in work directly related to the academic instruction
13 or training carried on therein.

14 14.2. No Authority to Hire or Fire, No Customary or Regular Exercise of Discretion or
15 Independent Judgment, and No Work Under Only General Supervision or Requiring Special Training,
16 Experience, or Knowledge. Plaintiff and Class Members did not have the authority to hire or fire other
17 employees, nor were their suggestions and recommendations as to the advancement and promotion or any
18 other change of status of other employees given any weight. Plaintiff and Class Members did not
19 customarily and regularly exercise discretion and independent judgment in performing their work duties.
20 Plaintiff and Class Members did not perform under only general supervision or work along specialized or
21 technical lines requiring special training, experience, or knowledge.

22 14.3. Majority Non-Selling Duties. Plaintiff and Class Members did not perform more
23 than one-half (1/2) of their work time during any week or pay period engaged in duties making sales,
24 obtaining orders, or contracts for services customarily, or predominately away from Defendants' places
25 of business during any week or pay period that would qualify them as exempt employees under the outside
26 salesperson exemption.

27 14.4. No Valid Alternative Workweek Schedule. Plaintiff and Class Members were not
28 subject to an alternative workweek schedule or like exemption because Defendants never conducted a

1 bona fide election and did not report a bona fide election to the Division of Labor Standards Enforcement.

2 15. Defendants' Common, Illegal Policies and Practices. Defendants employed Plaintiff and
3 Class Members pursuant to employment agreements, policies, and practices that were partly written, partly
4 oral, and partly implied including one (1) or more collective bargaining or other employment agreements
5 or contracts, which, in sum, failed to adequately conform with and communicate employer-obligations
6 and employee-entitlements under IWC Wage Order and Labor Code provisions fixing the minimum
7 wages, maximum hours, and standard conditions of labor for employees in California, which directly and
8 proximately caused Plaintiff and Class Members to suffer, and continue to suffer from, losses of earnings
9 and other legal detriments in amounts as yet unascertained including for the common reasons that follow.

10 15.1. Common Failure to Create and Maintain Accurate Records. Defendants failed to
11 create and maintain accurate books, documents, and records of Plaintiff and Class Members' work
12 including those required by Section 6 or 7 ("Records") of the IWC Wage Orders and the Labor Code:

13 15.1.1. by failing to create and keep accurate records of Plaintiff and Class
14 Members' hours worked including time records showing when they began and ended each work period;

15 15.1.2. by failing to create and keep accurate records of Plaintiff and Class
16 Members' hours worked including time records showing when they began and ended each meal period,
17 split shift interval, and total daily hours worked;

18 15.1.3. by causing Plaintiff and Class Members to inaccurately report their
19 compensable hours including by adopting illegal, incomplete, misleading, or otherwise inadequate written
20 policies, which Defendants knew would cause them to inaccurately report all their hours worked;

21 15.1.4. by causing Plaintiff and Class Members to refrain from accurately recording
22 and reporting their hours worked outside of scheduled hours including by express prohibition and indirect
23 or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved hours including
24 under threats of discipline;

25 15.1.5. by failing to record and report Plaintiff and Class Members' hours worked
26 in an amount equal to all recorded or reported hours worked by altering, editing, rounding, automatically
27 deducting, disapproving, recording and reporting by scheduled hours, and recording and reporting hours
28 based on recorded or reported hours in certain timekeeping or information management systems while

1 disregarding additional recorded hours of work in other information management systems;

2 15.1.6. by requiring, suffering, and permitting Plaintiff and Class Members to work
3 or to be subject to Defendants' control during times outside of recorded, compensated hours including
4 before shift start times, after shift end times, and during other paid or unpaid time periods including so-
5 called meal periods and rest periods that were noncompliant because they were not authorized, permitted,
6 duty-free, and timely, and then by failing to record and report those times as hours worked;

7 15.1.7. by failing to provide Plaintiff and Class Members itemized wage
8 statements, reporting, recording, and showing their precise, actual number of hours worked for each pay
9 period to avoid paying all wages due and to mislead, defraud, and to deprive Plaintiff and Class Members
10 the information needed to evaluate whether the hours recorded and reported were correct;

11 15.1.8. and by other illegal methods and schemes to be discovered, which are within
12 Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating a
13 willful disregard and disobedience of California laws requiring employers to create and maintain accurate
14 books, documents, and records of Plaintiff and Class Members' work.

15 15.2. Common Failure to Pay All Minimum Wages Earned and Due. Defendants
16 routinely deprived Plaintiff and Class Members of all minimum wages earned and due as required by
17 provisions of the IWC Wage Orders and Labor Code:

18 15.2.1. by failing to create and keep accurate records of Plaintiff and Class
19 Members' hours worked and compensating them based on some method of calculation other than the sum
20 of all hours worked;

21 15.2.2. by causing Plaintiff and Class Members to inaccurately report their
22 compensable hours and then adopting and claiming reliance on the inaccurate reports, which Defendants
23 knew would, and did, result in time records amounting to less than all hours worked, to undercompensate
24 them;

25 15.2.3. by causing Plaintiff and Class Members to refrain from accurately recording
26 and reporting their hours worked outside of scheduled hours including by express prohibition and indirect
27 or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved hours including
28 under threats of discipline;

1 15.2.4. by failing to pay Plaintiff and Class Members in an amount equal to all
2 recorded or reported hours worked by altering, editing, rounding, automatically deducting, disapproving,
3 paying by scheduled hours, paying by fixed salary amounts, and calculating compensable hours based on
4 recorded or reported hours in certain timekeeping or information management systems while disregarding
5 additional recorded hours of work in other information management systems;

6 15.2.5. by requiring, suffering, and permitting Plaintiff and Class Members to work
7 or to be subject to Defendants' control during times outside of recorded, compensated hours including
8 before shift start times, after shift end times, and during other paid or unpaid time periods including so-
9 called meal periods and rest periods that were noncompliant because they were not authorized, permitted,
10 duty-free, and timely, and then by failing to compensate for those times as hours worked;

11 15.2.6. by averaging or claiming credits against Plaintiff and Class Members'
12 minimum wages due for work performed on certain days, weeks, and pay periods by collecting or
13 receiving previously paid wages Defendants had already paid or purportedly overpaid for work performed
14 on other days, weeks, and pay periods;

15 15.2.7. by failing to pay Plaintiff and Class Members based on their regular rates
16 of pay for all minimum wages due on certain days, weeks, and pay periods reflecting, among other things,
17 the per-hour value of any non-hourly compensation they earned;

18 15.2.8. by failing to provide Plaintiff and Class Members itemized wage
19 statements, reporting, recording, and showing their precise, actual number of hours worked for each pay
20 period to avoid paying all minimum wages due and to mislead, defraud, and to deprive Plaintiff and Class
21 Members the information needed to evaluate whether the payment was correct;

22 15.2.9. and by other illegal methods and schemes to be discovered, which are within
23 Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating a
24 willful disregard and disobedience of California laws requiring employers to pay employees minimum
25 wages for all hours worked, which are still due and owed to Plaintiff and Class Members.

26 **Class Definition**

27 16. Proposed Class Definition. Plaintiff brings causes of action against Defendants,
28 individually, and on behalf of others similarly situated as a class action pursuant to Code of Civil

1 Procedure § 382, and seeks an order certifying this action as a class action for a Class defined, or as later
2 defined in narrowed subclasses as follows:

3 All persons who worked for Defendants in California as non-exempt employees at any time
4 during the period beginning four (4) years prior to the filing of this action and ending on
the date the class is certified or on a date fixed by the Court (“Class Members”).

5 17. Suitability as a Class Action. This action is suitable as a class action because: (a) the Class
6 is numerous because it consists of a significant number and joinder of all current and former employees
7 individually would be impractical; (b) Plaintiff’s causes of action (and Defendants’ defenses, if any) are
8 typical, and present predominate common questions of law and fact because the action focuses on
9 Defendants’ systematic, illegal recordkeeping and wage payment policies and practices in violation of the
10 applicable IWC Wage Orders, Labor Code, and Business and Professions Code; (c) Plaintiff can
11 adequately represent the Class because Plaintiff has no interests antagonistic to any Class Member,
12 Plaintiff’s attorneys are experienced in complex, wage, and hour class action litigation, and it is in their
13 best interests to prosecute the causes of action alleged herein to obtain full compensation due to them for
14 all services rendered and hours worked for the benefit of all; and (d) class adjudication is a superior means
15 of resolution.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Pay Minimum and Regular Rate Wages**

18 **(IWC Wage Order § 4 and Lab. Code §§ 1182.11, 1197, and 1198)**

19 **Against all DEFENDANTS**

20 18. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
21 paragraph of this complaint, consistent with this cause of action.

22 19. Pursuant to IWC Wage Order § 4, Labor Code §§ 1182.12, 1197, and 1198, and other
23 California laws, California has fixed minimum wage rates, has required employers in California to timely
24 pay their employees no less than the minimum for all hours worked in the payroll period, has provided
25 that wages for employees fixed by the IWC or by state law, is the minimum wage to be paid to employees,
26 and that payment of a lower wage than the minimum so fixed is unlawful.

27 20. Plaintiff and Class Members are Defendants’ current and former non-exempt employees
28 who are and were entitled to the protections of IWC Wage Order § 4, Labor Code §§ 1182.12, 1197, and

1 1198 including identical or substantially similar entitlements and protections pursuant to one (1) or more
2 employment agreements and the corresponding protections of Labor Code §§ 222 and 223, and other
3 California laws.

4 21. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
5 and wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of
6 all minimum wages earned and due by, among other things: requiring, suffering or permitting Plaintiff
7 and Class Members to work off-the-clock; requiring, suffering or permitting Plaintiff and Class Members
8 to work during their purportedly duty-free meal periods but not compensating them for this time; illegally
9 and inaccurately recording time worked by Plaintiff and Class Members; failing to properly maintain
10 Plaintiff and Class Members' employment records including by falsifying hours worked; failing to provide
11 accurate itemized wage statements to Plaintiff and Class Members for each pay period; and by other
12 methods to be discovered, which, as a direct and proximate result, has caused Plaintiff and Class Members
13 to suffer, and continue to suffer, substantial losses related to the use and enjoyment of such entitlements
14 and wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants
15 to perform their obligations under state law, all to their respective detriments in amounts according to
16 proof at time of trial, and within the jurisdiction of this Court.

17 22. Defendants have knowingly and willfully refused to perform their obligations to
18 compensate Plaintiff and Class Members for all minimum and regular rate wages earned and for all hours
19 worked in violation of IWC Wage Order § 4, Labor Code §§ 1182.12, 1197, and 1198 including identical
20 or substantially similar entitlements and protections pursuant to one (1) or more employment agreements
21 and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

22 23. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid
23 balance of minimum and regular rate wages as damages, liquidated damages, restitution, interest, statutory
24 penalties, injunctive relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.2,
25 1194.5, and 1197.1, or other Labor Code provisions and California laws including, or in the alternative,
26 contract damages and related remedies for Defendants' breach of contract and breach of the implied
27 covenant of good faith and fair dealing, for failing to pay for all hours worked and all wage earned and
28 due including minimum wages and regular rate wages.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Compensation

(IWC Wage Order § 3 and Lab. Code §§ 510, 1197, and 1198)

Against all DEFENDANTS

24. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

25. Pursuant to IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198, and other California laws, California has required employers to timely pay their employees at a rate of no less than one and one-half (1 1/2) times their regular rates of pay for all hours worked in excess of eight (8) hours in one (1) workday, all hours worked in excess of 40 hours in any one (1) workweek, and for the first eight (8) hours on the seventh consecutive workday, and at a rate of no less than twice their regular rates of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

26. Plaintiff and Class Members are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198 including identical or substantially similar entitlements and protections pursuant to one (1) or more employment agreements and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

27. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours, and wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of all overtime wages earned and due by, among other things: failing to pay overtime at one and one-half (1 1/2) times or twice their regular rates of pay when required; requiring, suffering or permitting Plaintiff and Class Members to work off-the-clock; requiring, suffering or permitting Plaintiff and Class Members to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Plaintiff and Class Members; failing to properly maintain Plaintiff and Class Members' employment records including by falsifying hours worked; failing to provide accurate itemized statements to Plaintiff and Class Members for each pay period; and by other methods to be discovered, which, as a direct and proximate result, has caused Plaintiff and Class Members to suffer,

1 and continue to suffer, substantial losses related to the use and enjoyment of such entitlements and wages,
2 lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to perform
3 their obligations under state law, all to their respective detriments in amounts according to proof at time
4 of trial, and within the jurisdiction of this Court.

5 28. Defendants have knowingly and willfully refused to perform their obligations to
6 compensate Plaintiff and Class Members for all overtime wages earned and all hours worked in violation
7 of IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198 including identical or substantially
8 similar entitlements and protections pursuant to one (1) or more employment agreements and the
9 corresponding protections of Labor Code §§ 222 and 223, and other California laws.

10 29. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid
11 balance of overtime wages as damages, restitution, interest, statutory penalties, injunctive relief, attorneys'
12 fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code
13 provisions and California laws including, or in the alternative, contract damages and related remedies for
14 Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing, for
15 failing to pay for all hours worked and all wage earned and due including overtime wages.

16 **THIRD CAUSE OF ACTION**

17 **Failure to Provide Meal Periods and Pay Wages in Lieu Thereof**
18 **(IWC Wage Order § 11 and Lab. Code §§ 226.7, 512, 1197, and 1198)**

19 **Against all DEFENDANTS**

20 30. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
21 paragraph of this complaint, consistent with this cause of action.

22 31. Pursuant to IWC Wage Order § 11 and Labor Code §§ 226.7, 512, 1197, and 1198, and
23 other California laws, California has required employers employing a person for a work period of more
24 than five (5) hours to provide a meal period of not less than 30 minutes, except that when a work period
25 of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual
26 consent of the employer and the employee. California has also required employers employing a person for
27 a work period of more than ten (10) hours per day to provide the employee with a second meal period of
28 not less than 30 minutes, except that if the total hours worked is no more than 12 hours, then the second

1 meal period may be waived by mutual consent of the employer and the employee only if the first meal
2 period was not waived. California has also required that unless an employee is relieved of all duties during
3 a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as
4 time worked. Moreover, if an employer fails to provide an employee a meal period in accordance with the
5 applicable provisions of the relevant IWC Wage Orders, then the employer shall pay the employee one
6 (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is
7 not provided.

8 32. Plaintiff and Class Members are Defendants’ current and former non-exempt employees
9 who are and were entitled to the protections of IWC Wage Order § 11 and Labor Code §§ 226.7, 512,
10 1197, and 1198 including identical or substantially similar entitlements and protections pursuant to one
11 (1) or more employment agreements and the corresponding protections of Labor Code §§ 222 and 223,
12 and other California laws.

13 33. During the applicable statutory period, as part of Defendants’ illegal recordkeeping, hours,
14 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Class
15 Members meal periods and to pay one (1) additional hour of compensation at Plaintiff and Class Members’
16 regular hourly rates of compensation for each workday that a meal period was not provided by, among
17 other things: requiring, permitting or suffering Plaintiff and Class Members to work in excess of five (5)
18 hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering Plaintiff
19 and Class Members to work in excess of ten (10) hours from the starts of their shifts before starting a
20 second meal period; requiring, permitting or suffering Plaintiff and Class Members to take on-duty meal
21 periods of less than 30 minutes or that were otherwise not duty-free inasmuch as Defendants failed to
22 relieve Plaintiff and Class Members of all of their duties or maintained control over them during that time;
23 failing to count all times that Defendants failed to provide Plaintiff and Class Members duty-free 30-
24 minute meal periods as time worked for the purposes of minimum wage and overtime wage payments;
25 failing to pay Plaintiff and Class Members one (1) hour of pay at their regular hourly rates of compensation
26 for each workday that a meal period was not provided; and by other methods to be discovered, which, as
27 a direct and proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer,
28 substantial losses related to the use and enjoyment of such entitlements and wages, lost interest on such

wages, and expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law, all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

34. Defendants have knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members meal periods and to pay all wages in lieu thereof in violation of IWC Wage Order § 11 and Labor Code §§ 226.7, 512, 1197, and 1198 including identical or substantially similar entitlements and protections pursuant to one (1) or more employment agreements and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

35. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid balance of meal period premium wages as damages, restitution, interest, statutory penalties, injunctive relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code provisions and California laws including, or in the alternative, contract damages and related remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing, for failing to provide meal periods and for failing to pay meal period premium wages in lieu thereof.

FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods and Pay Wages in Lieu Thereof

(IWC Wage Order § 12 and Lab. Code §§ 226.7, 1197, and 1198)

Against all DEFENDANTS

36. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

37. Pursuant to IWC Wage Order § 12 and Labor Code §§ 226.7, 1197, and 1198, and other California laws, California has required employers to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, that rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, that a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours, and that authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. California has also required that if an employer

1 fails to provide an employee a rest period in accordance with the applicable provisions of the relevant
2 IWC Wage Orders, then the employer shall pay the employee one (1) hour of pay at the employee's regular
3 rate of compensation for each workday that the rest period is not provided.

4 38. Plaintiff and Class Members are Defendants' current and former non-exempt employees
5 who are and were entitled to the protections of IWC Wage Order § 12 and Labor Code §§ 226.7, 1197,
6 and 1198 including identical or substantially similar entitlements and protections pursuant to one (1) or
7 more employment agreements and the corresponding protections of Labor Code §§ 222 and 223, and other
8 California laws.

9 39. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
10 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Class
11 Members rest periods and to pay one (1) additional hour of compensation at Plaintiff and Class Members'
12 regular hourly rates of compensation for each workday that a rest period was not provided by, among
13 other things: requiring, permitting or suffering Plaintiff and Class Members to work in excess of three and
14 one-half (3 1/2) hours from the starts of their shifts before starting a rest period; requiring, permitting or
15 suffering Plaintiff and Class Members to work in excess of six (6) hours from the starts of their shifts
16 before starting a first or second rest period; requiring, permitting or suffering Plaintiff and Class Members
17 to work in excess of ten (10) hours from the starts of their shifts before starting a first, second or third rest
18 period; requiring, permitting or suffering Plaintiff and Class Members to take on-duty rest periods of less
19 than ten (10) minutes or that were otherwise not duty-free inasmuch as Defendants failed to relieve
20 Plaintiff and Class Members of all of their duties or maintained control over them during that time; failing
21 to count all times that Defendants failed to provide Plaintiff and Class Members duty-free 10-minute rest
22 periods as time worked for the purposes of minimum wage and overtime wage payments; failing to pay
23 Plaintiff and Class Members one (1) hour of pay at their regular hourly rates of compensation for each
24 workday that a rest period was not provided; and by other methods to be discovered, which, as a direct
25 and proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer, substantial
26 losses related to the use and enjoyment of such entitlements and wages, lost interest on such wages, and
27 expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law,
28 all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction

1 of this Court.

2 40. Defendants have knowingly and willfully refused to perform their obligations to provide
3 Plaintiff and Class Members rest periods and to pay all wages in lieu thereof in violation of IWC Wage
4 Order § 12 and Labor Code §§ 226.7, 1197, and 1198 including identical or substantially similar
5 entitlements and protections pursuant to one (1) or more employment agreements and the corresponding
6 protections of Labor Code §§ 222 and 223, and other California laws.

7 41. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid
8 balance of rest period premium wages as damages, restitution, interest, statutory penalties, injunctive
9 relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other
10 Labor Code provisions and California laws including, or in the alternative, contract damages and related
11 remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair
12 dealing, for failing to provide rest periods and for failing to pay rest period premium wages in lieu thereof.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Indemnify Necessary Expenditures or Losses**
15 **(IWC Wage Order § 9 and Lab. Code §§ 1198 and 2802(a))**

16 **Against all DEFENDANTS**

17 42. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
18 paragraph of this complaint, consistent with this cause of action.

19 43. Pursuant to IWC Wage Order § 9 and Labor Code §§ 1198 and 2802(a), and other
20 California laws, California requires employers to indemnify employees for all necessary expenditures or
21 losses incurred by an employee in direct consequence of the discharge of his or her duties, or of his or her
22 obedience to the directions of the employer, even though unlawful, unless the employee, at the time of
23 obeying the directions, believed them to be unlawful, which includes employee expenditures incurred for
24 provision or maintenance of uniforms, tools, and equipment required by the employer or other
25 expenditures that are necessary to the performance of a job.

26 44. Plaintiff and Class Members are Defendants' current and former non-exempt employees
27 who are and were entitled to the protections of IWC Wage Order § 9 and Labor Code §§ 1198 and 2802(a)
28 including identical or substantially similar entitlements and protections pursuant to one (1) or more

1 employment agreements and the corresponding protections of Labor Code §§ 222 and 223, and other
2 California laws.

3 45. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
4 and wage payment policies and practices, Defendants routinely failed to indemnify and reimburse Plaintiff
5 and Class Members for necessary expenditures and losses, as alleged herein, and by other methods to be
6 discovered, which, as a direct and proximate result, has caused Plaintiff and Class Members to suffer, and
7 continue to suffer, substantial losses related to the use and enjoyment of such unreimbursed amounts, lost
8 interest on such unreimbursed amounts, and expenses and attorneys' fees in seeking to compel Defendants
9 to perform their obligations under state law, all to their respective detriments in amounts according to
10 proof at time of trial, and within the jurisdiction of this Court.

11 46. Defendants have knowingly and willfully refused to perform their obligations to indemnify
12 and reimburse Plaintiff and Class Members for all necessary expenditures in violation of IWC Wage Order
13 § 9 and Labor Code §§ 1198 and 2802(a) including identical or substantially similar entitlements and
14 protections pursuant to one (1) or more employment agreements and the corresponding protections of
15 Labor Code §§ 222 and 223, and other California laws.

16 47. As a result, Plaintiff and Class Members are entitled to recover from Defendants the
17 unreimbursed amounts Defendants owe them, plus interest, penalties, attorneys' fees, expenses, and costs
18 of suit pursuant to Labor Code §§ 2802(b), 2802(c), and 2802(d), or other Labor Code provisions and
19 California laws including, or in the alternative, contract damages and related remedies for Defendants'
20 breach of contract and breach of the implied covenant of good faith and fair dealing, for failing to
21 indemnify for necessary expenditures and losses.

22 **SIXTH CAUSE OF ACTION**

23 **Failure to Furnish Accurate Wage Statements and to Maintain and Permit Inspection of Records**
24 **(IWC Wage Order § 7 and Lab. Code §§ 226(a), 226(e)(2)(B), 432, 1174(d), 1198, and 1198.5)**

25 **Against all DEFENDANTS**

26 48. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
27 paragraph of this complaint, consistent with this cause of action.

28 49. Pursuant to IWC Wage Order § 7 and Labor Code §§ 226(a), 226(e)(2)(B), 432, 1174(d),

1 1198, and 1198.5, and other California laws, California has required employers to maintain accurate
2 payroll records showing the hours worked daily by, the wages paid to, the number of piece-rate units
3 earned by, and any applicable piece rate paid to employees employed at their respective plants or
4 establishments, and, at minimum semimonthly or at the time of each payment of wage, to furnish each of
5 its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total
6 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if
7 the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates
8 of the period for which the employee is paid, (7) the name of the employee and only the last four digits of
9 his or her social security number or an employee identification number other than a social security number,
10 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in
11 effect during the pay period and the corresponding number of hours worked at each hourly rate by the
12 employee. California law states an employee is deemed to suffer injury for purposes of this subdivision if
13 the employer fails to provide accurate and complete information as required by any one (1) of the
14 foregoing nine (9) enumerated items and the employee cannot promptly and easily determine from the
15 wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to the employee during
16 the pay period or any of the other information required to be provided on the itemized wage statement
17 pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

18 50. California also requires employers to timely permit inspection of and to produce
19 employment records in response to employee requests including “[t]ime records showing when the
20 employee begins and ends each work period.” as well as “[m]eal periods, split shift intervals and total
21 daily hours worked . . . recorded.” (IWC Wage Order § 7(A)(4)) which “shall be made readily available
22 to the employee upon reasonable request.” (*id.* § 7(A)(5)), which records “shall be kept on file by the
23 employer for at least three (3) years[.]” and which records the employer “shall [make] . . . available for
24 inspection by the employee upon reasonable request.” (*Id.* § 7(C).) Furthermore, California requires
25 employers to timely permit inspection of and to produce employment records in response to employee
26 requests including copies of “any instrument” signed electronically or by hand “relating to the obtaining
27 or holding of employment” including all contracts and applications for employment (Labor Code § 432)
28 and “personnel records that the employer maintains relating to the employee’s performance or to any

grievance concerning the employee.” (Labor Code § 1198.5(b)(1).)

51. Plaintiff and Class Members are Defendants’ current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 7 and Labor Code §§ 226(a), 226(e)(2)(B), 432, 1174(d), 1198, and 1198.5 including identical or substantially similar entitlements and protections pursuant to one (1) or more employment agreements and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

52. During the applicable statutory period, as part of Defendants’ illegal recordkeeping and wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of their entitlements to timely and accurate itemized wage statements in writing showing each employee’s gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and only the last four digits of his or her social security number or employee identification number, the ~~name~~ and address of the legal entity or entities employing Plaintiff and Class Members, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate as required under California law. Defendants have also failed to maintain, produce, and to permit inspection of accurate records of Plaintiff and Class Members’ work required under the foregoing provisions of the IWC Wage Orders and Labor Code, which, as a direct and proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer, injury because they could not promptly and easily determine from the wage statement alone, and without reference to other documents or information, accurate information they were entitled to, and because they have incurred expenses and attorneys’ fees in seeking to compel Defendants to perform their obligations under state law, all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

53. Defendants have knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members with timely and accurate wage statements during employment and to maintain and to permit inspection of records of accurate payroll records showing the hours worked daily and the wages earned by Plaintiff and Class Members in violation of IWC Wage Order § 7 and Labor Code §§ 226(a), 226(e)(2)(B), 432, 1174(d), 1198, and 1198.5 including identical or substantially similar

entitlements and protections pursuant to one (1) or more employment agreements and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

54. As a result, Plaintiff and Class Members are entitled to recover from Defendants the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), are entitled to an award of costs and reasonable attorney's fees pursuant to Labor Code §§ 226(e)(1) and 226(h), are entitled to seven-hundred and fifty dollars (\$750), and entitled to an award of costs and reasonable attorney's fees pursuant to Labor Code §§ 1198.5(k) and 1198.5(l), or other Labor Code provisions and California laws including, or in the alternative, contract damages and related remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing, for failing to furnish accurate itemized wage statements and for failing to maintain and permit inspection of records.

SEVENTH CAUSE OF ACTION

Failure to Pay Wages at Discharge or Quitting

(Lab. Code §§ 201(a), 201.3, 202, 203, 1197, and 1198)

Against all DEFENDANTS

55. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

56. Pursuant to Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198, and other California laws, California has required employers to pay their employees all wages earned and unpaid at the time of discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. California has also required that if a temporary services employer assigns an employee to work for a client, then 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

1 shall be due and payable not later than the regular payday of the following calendar week unless the
2 employee works for a client on a day-to-day basis while assembling and reporting back to the temporary
3 services employer's location or unless the employee is assigned to work for a client engaged in a trade
4 dispute, in which cases, that employee's wages are due and payable at the end of each day, regardless of
5 when the assignment ends.

6 57. Plaintiff and Class Members are Defendants' current and former non-exempt employees
7 who are and were entitled to the protections of Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198
8 including identical or substantially similar entitlements and protections pursuant to one (1) or more
9 employment agreements and the corresponding protections of Labor Code §§ 222 and 223, and other
10 California laws.

11 58. During the applicable statutory period, as part of Defendants' illegal wage payment policies
12 and practices, Defendants routinely deprived Plaintiff and Class Members of all timely wage payments
13 due to discharged and quitting employees by either failing to compensate Plaintiff and Class Members all
14 earned and unpaid wages immediately at the time of discharge as required under Labor Code § 201 or by
15 failing to pay earned and unpaid wages no later than 72 hours after the employee quit his or her
16 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
17 which case the employee was entitled to his or wages at the time of quitting as required under Labor Code
18 § 202 but that are still owed and due, and by failing to pay Plaintiff and Class Members waiting time
19 penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays
20 as required under Labor Code § 203, which, as a direct and proximate result, has caused Plaintiff and
21 Class Members to suffer, and continue to suffer, substantial losses related to the use and enjoyment of
22 such unpaid amounts, lost interest on such unreimbursed amounts, and expenses and attorneys' fees in
23 seeking to compel Defendants to perform their obligations under state law, all to their respective
24 detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

25 59. Defendants have knowingly and willfully refused to perform their obligations to
26 compensate Plaintiff and Class Members for wage payments due to discharged and quitting employees in
27 violation of Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198 including identical or substantially
28 similar entitlements and protections pursuant to one (1) or more employment agreements and the

1 corresponding protections of Labor Code §§ 222 and 223, and other California laws.

2 60. As a result, Plaintiff and Class Members are entitled to recover from Defendants statutory
3 penalties in the amount of wages each for day they were not paid, at their regular hourly rates of pay, up
4 to 30 days maximum pursuant to Labor Code § 203 and the unpaid balance of all wages owed as damages,
5 restitution, interest, statutory penalties, injunctive relief, attorneys' fees, and litigation costs pursuant to
6 Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code provisions and California laws including,
7 or in the alternative, contract damages and related remedies for Defendants' breach of contract and breach
8 of the implied covenant of good faith and fair dealing, for failing to timely pay all wages at discharge or
9 quitting.

10 **EIGHTH CAUSE OF ACTION**

11 **Unfair Competition Law Remedies for Unlawful and Unfair Business Acts**

12 **(Bus. & Prof. Code §§ 17200-17210, *et. seq.*)**

13 **Against all DEFENDANTS**

14 61. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
15 paragraph of this complaint, consistent with this cause of action.

16 62. Pursuant to Business and Professions Code §§ 17200-17210, *et seq.*, sometimes called
17 California's Unfair Competition Law (UCL), California has prohibited employers from engaging in
18 unlawful, unfair, or fraudulent business acts or practices, which include an employer's violations of Labor
19 Code provisions that prohibit employers from unlawfully withholding wages from an employee. Pursuant
20 to § 17203, any person who engages, has engaged, or proposes to engage in unfair competition may be
21 enjoined in any court of competent jurisdiction to prevent the use or employment by any person of any
22 practice which constitutes unfair competition, or as may be necessary to restore to any person in interest
23 any money or property, real or personal, which may have been acquired by means of such unfair
24 competition. Furthermore, § 17203 provides any person may pursue representative claims or relief on
25 behalf of others only if the claimant meets the standing requirements of § 17204 and complies with Code
26 of Civil Procedure § 382. Finally, § 17205 provides the remedies or penalties provided by the UCL are
27 cumulative to each other and to the remedies or penalties available under all other laws of California, and
28 an action to enforce the UCL may be commenced within four (4) years after the cause of action has accrued

1 pursuant to § 17208.

2 63. Plaintiff, Class Members, and members of the public were entitled to the protections of
3 Business and Professions Code §§ 17200-17210, et seq., and other California laws.

4 64. During the applicable statutory periods, Defendants, and each of them, are and were
5 “persons” as defined under Business and Professions Code § 17201, obligated to comply with, and
6 Plaintiff, Class Members, and members of the general public were entitled to the protections of, UCL
7 provisions prohibiting unlawful, unfair, and fraudulent business acts or practices including Defendants’
8 failures to comply with IWC Wage Order and Labor Code provisions fixing the minimum wages,
9 maximum hours, and standard conditions of labor for employees in California, which constitute a business
10 practice because Defendants engaged in the prohibited acts and omissions repeatedly, over a significant
11 period of time, and in a systematic manner. Defendants routinely, knowingly, and willfully deprived
12 Plaintiff, Class Members, and members of the general public of accurate recording, reporting, and payment
13 of wages, as well as payment of the correct sums of assessment to state authorities, resulting in the loss of
14 entitlements and accruals of the full amounts of social security, disability, unemployment, and other
15 governmental benefits and entitlements, and Defendants’ reaping of unfair and illegal profits by way of
16 unfair competition, which, as a direct and proximate result, has caused Plaintiff, Class Members and
17 members of the general public to suffer, and continue to suffer, substantial losses related to the use and
18 enjoyment of such payment of wages and correct sums of assessment to state authorities, lost interest on
19 such amounts, and expenses and attorneys’ fees in seeking to compel Defendants to perform their
20 obligations under state law, all to their respective detriments in amounts according to proof at time of trial,
21 and within the jurisdiction of this Court.

22 65. As a result, pursuant to Business and Professions Code §§ 17200, 17201, 17203, 17205,
23 and 17208, applicable IWC Wage Order and Labor Code provisions, and other California laws, Plaintiff
24 and Class Members are entitled to Defendants’ accounting; to restitution of the wages withheld and
25 retained by Defendants during a period that commences four (4) years prior to the filing of this action; a
26 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
27 Members; an award of attorneys’ fees pursuant to Code of Civil Procedure § 1021.5 and other applicable
28 laws; and an award of costs for Defendants’ engagement in unlawful, unfair, and fraudulent business acts

1 or practices including Defendants’ violations of the Labor Code and other California laws.

2 **NINTH CAUSE OF ACTION**

3 **Private Attorneys General Act Remedies for Violations of the Labor Code and IWC Wage Orders**

4 **(Lab. Code §§ 2698-2699.8, *et. seq.*)**

5 **(Against all DEFENDANTS)**

6 66. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
7 paragraph of this complaint, consistent with this cause of action.

8 67. Pursuant to Labor Code §§ 2698-2699.8, *et. seq.*, also known as PAGA, California has
9 stated notwithstanding any other provision of law, any provision of the Labor Code that provides for a
10 civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”)
11 or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the
12 Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee
13 on behalf of himself or herself and other current or former employees pursuant to the procedures specified
14 in §§ 2699¹ and 2699.3. Labor Code § 2699(c) provides that an “aggrieved employee” is any person who
15 was employed by the alleged violator and against whom one (1) or more of the alleged violations was
16 committed. Furthermore, an employee affected by at least one (1) Labor Code violation may pursue
17 penalties on behalf of the state for unrelated violations by the same employer. (*Huff v. Securitas Security*
18 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.)²

19
20 ¹ Labor Code § 2699(a), provides: “Notwithstanding any other provision of law, any provision of this
21 code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
22 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
23 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
24 brought by an aggrieved employee on behalf of himself or herself and other current or former employees
25 pursuant to the procedures specified in Section 2699.3.”

26 ² Labor Code § 2699.5 provides: “The provisions of subdivision (a) of Section 2699.3 apply to any alleged
27 violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5,
28 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive,
(7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3,
230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections
233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450,
510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of
Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3,
Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308,
1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section

68. Pursuant to Labor Code § 2699.3(a)(1)(A), and as shown in Plaintiff's 03/11/24 PAGA Notice in LWDA Case No. LWDA-CM-1015975-24, Plaintiff has provided or intends on providing written notice by online filing with the LWDA and by certified mail to Defendants, the specific provisions of the IWC Wage Orders and Labor Code Plaintiff alleges Defendants have violated along with the facts and theories supporting the alleged violations. Pursuant to Labor Code § 2699.3(a)(1)(A), Plaintiff's notice to the LWDA will be or was accompanied by Plaintiff's payment of a \$75.00 filing fee.

69. In Plaintiff's notice to the LWDA and to Defendants, or some of them, Plaintiff has alleged or intends on alleging Defendants violated the following provisions of the IWC Wage Orders and Labor Code along with the facts and theories supporting the alleged violations:

69.1. Labor Code § 201 (Failure to Timely Pay All Wages Due at Time of Discharge).

69.2. Labor Code § 201.3 (Failure to Timely Pay all Wages due as a Temporary Services Employer).

69.3. Labor Code § 202 (Failure to Timely Pay All Wages Due at Time of Quitting or Within 72 Hours Thereof).

69.4. Labor Code § 203 (Failure to Pay Wages of the Employee as Continuing Penalty Up to 30 Days After Discharge or Quitting).

69.5. Labor Code § 204 (Failure to Timely Pay All Wages Due During Employment).

69.6. Labor Code § 221 (Failure to Timely Pay All Wages via Collection or Receipt of Wages Theretofore Paid).

69.7. Labor Code § 222 (Failure to Timely Pay All Wages Agreed upon Through Collective Bargaining).

69.8. Labor Code § 223 (Failure to Timely Pay All Wages Required Under Statute or Contract).

69.9. Labor Code § 226 (Failure to Furnish Accurate Itemized Wage Statements and to Maintain and Timely Provide Accurate Employment Records).

1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7."

69.10. Labor Code § 226.7 (Failure to Timely Pay All Meal Period and Rest Period Wages Due During Employment).

69.11. Labor Code § 510 (Failure to Pay All Overtime Wages Due).

69.12. Labor Code § 512 (Failure to Provide Timely First and Second Meal Periods).

69.13. Labor Code § 1102.5 (Retaliation for Disclosing Information Reasonably Believed to be a Violation of State or Federal Law).

69.14. Labor Code § 1174(d) (Failure to Keep Accurate Payroll Records in a Central Location in California).

69.15. Labor Code § 1197 (Failure to Pay All Minimum Wages).

69.16. Labor Code § 1198 (Employment Under Conditions of Labor Prohibited by the Relevant IWC Wage Orders).

69.17. Labor Code § 1198.5 (Failure to Provide Right to Inspect or Receive a Copy of Personnel Records).

69.18. Labor Code § 2802 (Failure to Indemnify Employees).

70. Because the LWDA has not provided Plaintiff with notice of its intent to investigate the alleged violations in the 65 calendar days that have lapsed, Plaintiff has complied with all the requirements set forth in Labor Code § 2699.3 to commence a representative action against Defendants on behalf of the State of California with respect to Plaintiff and other aggrieved employees of Defendants. Plaintiff is, hence, an “aggrieved employee” within the meaning of Labor Code § 2699(c) because Defendants employed Plaintiff and Plaintiff is a person against whom one (1) or more of the alleged violations of the IWC Wage Orders and Labor Code, either specified in the preceding paragraphs of this complaint or in Plaintiff’s written notice, was committed, and a proper representative to bring a civil action on behalf of Plaintiff and other current and former employees of Defendants pursuant to the procedures specified in Labor Code § 2699.3.

71. During the applicable statutory period, as part of Defendants’ illegal wage payment policies and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of the minimum wages for employees fixed by the IWC Wage Orders or by applicable state or local law and subjected Plaintiff and Aggrieved Employees to conditions of labor including work for longer hours than those fixed by the

relevant IWC Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders, as alleged herein. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and Aggrieved Employees with no less than the minimum wages for employees fixed by the IWC Wage Orders or by applicable state or local law and subjected Plaintiff and Aggrieved Employees to conditions of labor including work for longer hours than those fixed by the relevant IWC Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders as alleged herein including as a result of Defendants' violations of Labor Code §§ 201, 201.3, 202, 203, 204, 221, 222, 223, 226, 226(a), 226.7, 510, 512, 1174(d), 1182.11, 1197, 1198, 1198.5, and 2802.

72. As a result, pursuant to Labor Code §§ 2698-2699.8, *et. seq.*, applicable IWC Wage Order and Labor Code provisions, and other California laws, Plaintiff may bring a cause of action to recover an award of civil penalties authorized by Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 2699(a) and (f), IWC Wage Order § 20, or any other applicable civil penalty provisions authorized under California law including as follows.

72.1. Pursuant to Labor Code § 210, for Defendants' violations of IWC Wage Order § 4 and Labor Code §§ 201.3 and 204, Plaintiff seeks an award and Defendants' payment of civil penalties "[f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "[f]or each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

72.2. Pursuant to Labor Code § 225.5, for Defendants' violations of Labor Code §§ 221, 222, and 223, Plaintiff seeks an award and Defendants' payment of civil penalties "[f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "[f]or each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

72.3. Pursuant to Labor Code § 226.3, for Defendants' violations of Labor Code § 226(a), Plaintiff seeks an award and Defendants' payment of civil penalties "in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section

1 226.”

2 72.4. Pursuant to Labor Code § 558(a), for Defendants’ violations of IWC Wage Orders
3 §§ 3, 11, and 12, and Labor Code §§ 226.7, 510, and 512, Plaintiff seeks an award and Defendants’
4 payment of civil penalties “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for
5 each pay period for which the employee was underpaid” and “[f]or each subsequent violation, one hundred
6 dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in
7 addition to an amount sufficient to recover underpaid wages.”

8 72.5. Pursuant to Labor Code § 1174.5, for Defendants’ violations of Labor Code
9 § 1174(d), Plaintiff seeks an award and Defendants’ payment of civil penalties “of five hundred dollars
10 (\$500).”

11 72.6. Pursuant to Labor Code § 1197.1, for Defendants’ violations of IWC Wage Order
12 § 4 and Labor Code §§ 1182.11 and 1197, Plaintiff seeks an award and Defendants’ payment of civil
13 penalties “[f]or any initial violation that is intentionally committed, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee is underpaid” and “[f]or each subsequent
15 violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for
16 each pay period for which the employee is underpaid regardless of whether the initial violation is
17 intentionally committed.”

18 72.7. Pursuant to Labor Code § 1198.5(k), for Defendants’ violations of Labor Code
19 § 1198.5, Plaintiff seeks an award and Defendants’ payment of civil penalties “of seven hundred fifty
20 dollars (\$750) from the employer.”

21 72.8. In the alternative, or in addition to the foregoing civil penalty provisions, pursuant
22 to Labor Code § 2699(f), for Defendants’ violations of Labor Code § 1197, which provides, in part: “[t]he
23 minimum wage for employees fixed by the commission or by any applicable state or local law, is the
24 minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is
25 unlawful.” and § 1198, which provides, “[t]he maximum hours of work and the standard conditions of
26 labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor
27 for employees. The employment of any employee for longer hours than those fixed by the order or under
28 conditions of labor prohibited by the order is unlawful.” including violations of the IWC Wage Order and

1 Labor Code provisions alleged herein, Plaintiff seeks an award and Defendants' payment of civil penalties
2 of "one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
3 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation."

4 **PRAYER FOR RELIEF**

5 Plaintiff, individually and on behalf of all other persons similarly situated and aggrieved
6 respectfully prays for relief against Defendants, and each of them, as follows:

7 1. For compensatory damages in an amount to be ascertained at trial as alleged herein for
8 unpaid minimum wage compensation including all the unpaid balances of wages paid at lower rates of
9 pay than the minimums fixed, unpaid overtime wage compensation, unpaid meal period and rest period
10 premium wages, failure to indemnify employees for necessary expenditures and/or losses incurred in
11 discharging their duties, failure to furnish accurate itemized wage statements, and failure to pay all wages
12 due to discharged and quitting employees.

13 2. For liquidated damages pursuant to Labor Code §§ 1194.2 and 1197.1.

14 3. For actual and/or statutory damages and/or penalties according to proof including, but not
15 limited to, all penalties authorized by Labor Code §§ 203 and 226(e).

16 4. For interest on unpaid wages and unreimbursed amounts pursuant to Labor Code §§ 218.6,
17 1194, 2802, Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment
18 interest.

19 5. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 1194, 2699(g)(1),
20 2802(b), Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and
21 costs.

22 6. For an accounting of all monies due to Plaintiff and Class Members arising from
23 Defendants' unfair and unlawful business practices.

24 7. For restitution of all monies due to Plaintiff and Class Members, as well as disgorgement
25 of profits arising from Defendants' unfair and unlawful business practices.

26 8. For preliminary and permanent injunctive relief enjoining Defendants from violating the
27 relevant provisions of the IWC Wage Orders and Labor Code cited herein, and from engaging in the
28 unlawful business practices complained of herein.

1 9. For an order certifying the first through eighth causes of action as a class action.

2 10. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class
3 counsel.

4 11. For all civil penalties and other recoveries according to proof including, but not limited to,
5 the amount of all civil penalties or other amounts authorized by Labor Code §§ 210, 225.5, 226.3, 558,
6 1174.5, 1197.1, 1198.5, 2699(a) and (f), IWC Wage Order § 20, and any other applicable civil penalty
7 provisions authorized under California law.

8 12. For such further relief that the Court may deem just and proper.

9 DATED: May 17, 2024

Respectfully Submitted,
RKS LAW PC

10
11 By:  _____

ROY K. SUH

12 Attorney for Plaintiff GAUDENCIO OLVERA
13

14 **DEMAND FOR JURY TRIAL**

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

16 DATED: May 17, 2024

Respectfully Submitted,
RKS LAW PC

17
18 By:  _____

ROY K. SUH

19 Attorney for Plaintiff GAUDENCIO OLVERA
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PROOF OF SERVICE

I am over the age of 18, not a party, am employed at 4193 Flat Rock Road, Building 200, Office 242, Riverside, California 92505, and I served the following document(s) on the date indicated below:

1. FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ **By United States Mail.** I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) listed below (specify one):

☐ deposited the sealed envelope with the United States Postal Service as first-class mail, postage prepaid, requiring a return receipt.

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

☒ **By Other or Additional Means:** Based on statute, rule of court, local rule, court order, an agreement to accept service by e-mail transmission, or as a supplemental method of service, I caused the documents to be transmitted to the person(s) at the address(es) listed below:

☒ **By Facsimile:** I caused the documents to be transmitted via facsimile transmission to the person(s) at the facsimile phone number(s) listed below.

☐ **By Concomitant E-Filing Service:** I caused the documents to be served to the person(s) at the e-mail address(es) listed below via, ONE LEGAL, an authorized e-filing vendor.

☐ **By Third-Party E-Service:** I caused the documents to be served to the person(s) at the e-mail address(es) listed below via, CASE ANYWHERE, an authorized electronic service provider.

☐ **By E-Mail:** I caused the documents to be transmitted via e-mail to the person(s) at the e-mail address(es) listed below.

The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time thereafter any electronic message or other indication the transmission was unsuccessful.

QUALITY PARKING SERVICE, INC. (C1751697)

Defendant

22110 Clarendon Street, Suite 103
Woodland Hills, California 91307

Telephone: (818) 382-6699

Facsimile: (818) 382-6690

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 17, 2024.



Roy K. Suh