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JACK MARTIN

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

JACK MARTIN, an individual, on his own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

vs.

FRED BROWN'S RECOVERY,
SERVICES, INC., a California non-profit
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24STCV09746

[Assigned for all purposes to Hon. Laura A.
Seigle, in dept. 17]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY PREMIUM
OVERTIME WAGES DUE (Cal. Labor
Code §§ 510, 1198);**
- 2. FAILURE TO PAY MINIMUM WAGES
DUE TO ROUNDING (Cal. Labor Code
§§1194, 1194.2, 1997, 1197.1, 1198);**
- 3. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. Labor Code
§§ 226.7, 512)**
- 4. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7);**
- 5. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226);**
- 6. FAILURE TO PAY WAGES DUE UPON
TERMINATION (Cal. Labor Code §§201-
203);**
- 7. FAILURE TO REIMBURSE BUSINESS
EXPENSES (Cal. Labor Code §2802);**
- 8. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. Labor
Code §1198.5);**

FILED
Superior Court of California
County of Los Angeles

06/26/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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9. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.); and
10. PRIVATE ATTORNEY GENERAL ACT (PAGA)

DEMAND FOR A JURY TRIAL

Action filed: April 17, 2024

All allegations in this First Amended Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JACK MARTIN (“Plaintiff”) alleges the following:

1. This is a class action brought under California law by an individual who was employed by Fred Brown’s Recovery Services, Inc. (“FBRs”) (along with DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of himself and others similarly situated to recover wages from Defendant due to Defendant’s systematic failure to pay overtime wages, failure to pay minimum wages due to rounding, failure to provide meal and rest breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure to pay wages due on termination, failure to reimburse business expenses, and failure to allow inspection of employment records.

2. Plaintiffs have worked as employees for Defendant at various clients’ housing locations in California. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant’s efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like his co-workers whom Defendant also employed during the applicable limitations period, spent their workdays at Defendant’s clients’ housing locations in California under illegal and highly regimented circumstances. That regimen results from Defendant’s insistence to strictly monitor and curtail labor costs, which Defendant accomplishes

1 by not paying for all labor costs, failing to pay overtime, failing to pay minimum wages, refusing
2 to provide meal periods, refusing to provide rest breaks, not paying the required extra hour for
3 missed meal and rest breaks, failing to reimburse business expenses, failing to allow inspection
4 of employment records, and by using other unlawful stratagems to ensure that labor costs remain
5 artificially low.

6 4. Plaintiff brings this class action to recover, among other things, wages and
7 penalties from unpaid wages earned and due, including but not limited to, premium overtime
8 wages, minimum wages due to illegal rounding, late and missed rest break wages, wages due to
9 discharged or quitting employees, penalties for failure to provide accurate itemized wage
10 statements, reimbursement of business expenses, failure to allow inspection of employment
11 records and interest, attorneys' fees, costs, and expenses.

12 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
13 himself and all members of the class, to compensate these workers for the unpaid wages and to
14 protect current and future workers of Defendant from being subjected to similar wage theft and
15 otherwise unlawful working conditions.

16 6. Plaintiff also brings an action seeking relief for Defendant's violations of
17 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
18 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
19 business practices, as well as injunctive relief.

20 JURISDICTION AND VENUE

21 7. This Court has jurisdiction over this First Amended Complaint under Code of
22 Civil Procedure § 410.10. This action is brought under *Code of Civil Procedure* § 382, and
23 *Business & Professions Code* §§ 17200 *et seq.* Plaintiff Jack Martin brings this First Amended
24 Complaint on his behalf and on behalf of all persons in the Class defined in paragraph 16 below.

25 8. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
26 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
27 herein, occurred in the County of Los Angeles and because Defendant owned and operated its
28 business in the County of Los Angeles.

1 THE PARTIES

2 **PLAINTIFF**

3 9. At all times relevant hereto, Plaintiff was:

- 4 (a) An individual over age 18 and a resident of Los Angeles County,
5 California;
- 6 (b) Employed as an hourly employee for Defendant in San Pedro, California;
- 7 (c) Did not receive overtime compensation required by *Labor Code* §§510
8 and 1194 and the applicable Wage Orders;
- 9 (d) Did not receive minimum wages due to illegal rounding in violation of
10 *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and the applicable
11 Wage Orders;
- 12 (e) Did not receive the meal periods required by *Labor Code* §266.7 and the
13 applicable Wage Orders;
- 14 (f) Did not receive the rest periods required by *Labor Code* §266.7 and the
15 applicable Wage Orders;
- 16 (g) Did not receive accurate wage statements as mandated by *Labor Code*
17 §226;
- 18 (h) When he was terminated from his employment, did not receive his final
19 paycheck within the time limits prescribed by *Labor Code* §201;
- 20 (i) Was not reimbursed for business expenses as required by *Labor Code*
21 §2802; and
- 22 (j) Was not provided his personnel records. Each of these was a violation of
23 the *Labor Code*.

24 **DEFENDANT**

25 10. Plaintiff is informed and believes, and based on that information and belief,
26 alleges, Defendant FBRS is, and at all times mentioned herein was:

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- (a) A California non-profit corporation, with a principal place of business at 270 W. 14th Street, San Pedro, California. Defendant has been authorized to do business and has been doing business in the County of Los Angeles;
- (b) The former employer of Plaintiff and the current and former employer of the putative Class members;
- (c) Paid Plaintiff and all Class Members on an hourly basis;
- (d) Failed to pay Plaintiff and all putative Class members premium overtime wages;
- (e) Failed to pay Plaintiff and all putative Class members minimum wages due to illegal rounding;
- (f) Failed to provide Plaintiff and all putative Class members with meal and rest periods, failed to provide Plaintiff and all putative Class members with accurate itemized wage statements and failed to issue final paychecks timely to Plaintiff and all putative Class members;
- (g) Failed to reimburse for business expenses; and
- (h) Was not provided his personnel records. Each of these was a violation of the *Labor Code*.

11. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

12. Plaintiff is informed and believes, and based on that information and belief alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which reside in or are authorized to do, or are otherwise doing, business in the State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and conduct business in the County of Los Angeles. Each of the Defendants DOES 1 through 100 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter ego and/or

representative of one or more of the other Defendants named herein, and acting with permission, authorization, and/or ratification and consent of the other Defendants.

13. Plaintiff is informed and believes, and based on that information and belief alleges, that the Defendants named in this First Amended Complaint, including DOES 1 through 100, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

14. Plaintiff is informed and believes, and based on that information and belief alleges, that Defendants named in this First Amended Complaint, including DOES 1 through 100, inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of each of the other Defendants and that each Defendant was acting within the course and scope of his, hers or its authority as the agent, servant and/or employee of each of the other Defendants. Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the Class, for the damages sustained as a proximate result of their conduct.

15. Plaintiff is informed and believes, and based on that information and belief alleges, that the Defendants named in this First Amended Complaint, including DOES 1 through 100, inclusive, knowingly and willfully acted in concert, conspired and agreed together among themselves and entered into a combination and systemized campaign of activity to *inter alia* damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and belief, and to all appearances, Defendants, and each of them, represented a unified body so that the actions of one Defendant was accomplished in concert with, and with the knowledge, ratification, authorization and approval of each of the other Defendants.

CLASS ALLEGATIONS

A. The Definition of the Class

16. The Class ("the Class") is defined as follows:

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(a) “All current and former employees who were hourly paid employees of Defendant and worked for FBRS in California at any time during the period commencing on the date that is four (4) years prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

(b) “All persons who were hourly paid employees of Defendant and worked for FBRS in California and left the employ of Defendant at any time during the period commencing on the date that is within one (1) year prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

B. Maintenance of the Action

17. Plaintiff brings this action individually and on behalf of himself and as representative of all similarly situated persons under *Business & Professions Code* §§ 17203 and 17204 and *Code of Civil Procedure* § 382.

C. The Class Requisites

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

19. The Class action meets the statutory prerequisites for maintaining a class action under *Code of Civil Procedure* § 382 in that:

- (a) The persons who comprise the Class are so numerous that the joinder of all those persons is impracticable and the disposition of their claims as a Class will benefit the parties and the Court;
- (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this First Amended Complaint are common to the Class and will apply uniformly to every Class member;
- (c) The claims of the representative Plaintiff are typical of the claims of each Class member. Plaintiff, like all Class members, has sustained damages arising from Defendant’s violations of the laws of the State of California.

1 Plaintiff, and the Class members, were and are similarly or identically
2 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
3 pattern of misconduct engaged in by the Defendant;

- 4 (d) The representative Plaintiff has, and will continue to, fairly and adequately
5 represent and protect the interests of the Class and has retained counsel
6 who are competent and experienced in class action litigation. There are no
7 material conflicts between the claims of the representative Plaintiff and the
8 Class members that would make class certification inappropriate. Counsel
9 for the Class will vigorously assert the claims of all Class members.

10 20. The persons who comprise the Class are so numerous that joining all of them is
11 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
12 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
13 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
14 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for Plaintiff
15 are experienced, qualified and generally able to conduct complex class action litigation.

16 21. The Court should permit the action to be maintained as a class action under *Code*
17 *of Civil Procedure* § 382 because:

- 18 (a) The questions of law and fact common to the Class predominate over any
19 question affecting only individual members:
20 (b) A class action is superior to any other available method for fairly and
21 efficiently adjudicating the claims of the Class;
22 (c) The Class members are so numerous that it is impractical to bring all of
23 them before the Court;
24 (d) Plaintiff and other Class members will not be able to obtain effective and
25 economic legal redress unless the action is maintained as a class action;
26 (e) There is a community of interest in obtaining appropriate legal and
27 equitable relief for the statutory violations, and in obtaining adequate
28 compensation for the damages and injuries for which Defendant is

1 responsible in an amount sufficient to adequately compensate the Class
2 members;

3 (f) Without Class certification, the prosecution of separate actions by
4 individual Class members would create a risk of:

- 5 i. Inconsistent or varying adjudications for individual Class
6 members that would establish incompatible standards of conduct
7 for Defendant; and/or,
8 ii. Adjudication for individual Class members that would, as a
9 practical matter, dispose of other non-party members' interests, or
10 that would substantially impair or impede the non-parties' ability to
11 protect their interests, by, for example, potentially exhausting the
12 funds available from Defendant, and

13 (g) Defendant has acted or refused to act on grounds generally applicable to
14 the Classes, making final injunctive relief appropriate for the Class, as a
15 whole.

16 22. Plaintiff contemplates eventually issuing notice to the proposed Class Members
17 that would set forth the subject and nature of the action. The Defendant's own business records
18 may be utilized for assisting in preparing and issuing the contemplated notice. To the extent that
19 any further notices may be required, Plaintiff would contemplate using additional media and/or
20 mailing.

21 **GENERAL ALLEGATIONS**

22 23. At all times material hereto, Defendant has been and is, an addiction treatment
23 center.

24 24. Plaintiff and members of the Class were employed as probation and parole
25 coordinators and other non-exempt employees by Defendant in California at various times during
26 the Class Period.

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1 **THE CONDUCT**

2 25. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
3 Plaintiff and members of the Class wages and compensation owed under California law.

4 26. Starting on or about April 7, 2023, and continuing to March 15, 2024, Defendant
5 employed Plaintiff on an hourly basis as an AB109 Probation and Stock Program Parole
6 Coordinator at its clients' housing locations in San Pedro, California.

7 27. While employed by Defendant as an AB109 Probation and Stock Program Parole
8 Coordinator, Plaintiff was paid approximately \$26.00 per hour.

9 **FAILURE TO PAY OVERTIME DUE TO OFF-THE-CLOCK WORK/MINIMUM**

10 **WAGES DUE TO ROUNDING**

11 28. Under California law, non-exempt employees as defined by the applicable Wage
12 Order, are entitled to premium wages for overtime worked. Under California law, an hourly paid
13 employee is entitled to overtime pay when they exceed eight hours of work in a single day, exceed
14 40 hours of work in a week or work seven days in a row.

15 29. Under California law, non-exempt employees, as defined by the applicable Wage
16 Order, are entitled to minimum wages. Labor Code Section 1197 states the California requirement
17 that employees must be paid at least the minimum wage fixed by the Commission or by any
18 applicable state or local law, and any payment of less than the minimum wage is unlawful.
19 Similarly, Labor Code Section 1194 entitles "any employee receiving less than the legal
20 minimum wage...is entitled to recover in a civil action the unpaid balance of the full amount of
21 this minimum wage." The applicable IWC Wage Order(s), obligates employers to pay each
22 employee minimum wages for all hours worked.

23 30. These minimum wage standards apply to each hour employees worked or were
24 subject to control by the employer for which they were not paid. Therefore, an employer's failure
25 to pay for any particular hour of time worked by an employee or subject to the employer's control
26 is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results
27 in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th
28 314, 324 (2005).

1 31. Defendant required Plaintiff and the Class to regularly perform compensable tasks
2 pre- and post-shift off-the-clock for which they did not receive any compensation. Specifically,
3 Plaintiff and Class members were required to use their personal cell phones both on and off the
4 clock for work-related activities. Approximately 4-5 times per week, Plaintiff and Class members
5 spoke with clients on their personal cell phones. The calls averaged between 30 to 60 minutes per
6 week. Further, Plaintiff and Class members also answered calls from management and co-
7 workers off the clock a few minutes per week.

8 32. Plaintiff and the Class were not paid overtime and minimum wages due to
9 rounding and off-the-clock work. Defendant's management changed Plaintiff and Class
10 members' time records after they entered them, rounding them down to the quarter hour. Thus, if
11 Plaintiff and Class members clocked in early for their shifts, their time was rounded to their shift
12 start time. If Plaintiff and Class members clocked out later than the end time of their shifts, his
13 and Class members' time records were rounded to their shift end time. Plaintiff's paystubs show
14 rounding down to the quarter hour. Defendant shaved any hours over 8 in a day and did not pay
15 Plaintiff and Class members for overtime hours worked. Plaintiff and Class members worked
16 overtime, on average, twice per month in the amount of 2 hours per month. Defendant eliminated
17 any overtime hours worked by Plaintiff and Class members from their time records. Plaintiff's
18 paystubs do not show any overtime paid to him.

19 33. At all times during the relevant time period, Plaintiff and the Class routinely
20 worked schedules such that they were due pay at overtime and minimum wage rates. During this
21 period, it was the practice and policy of Defendant to not pay employees overtime and minimum
22 wages. Monies for unpaid overtime and minimum wages remain due and owing.

23 **INTERRUPTED AND/OR LATE MEAL BREAKS**

24 34. Under California law, non-exempt employees, as defined by the applicable Wage
25 Order, are entitled to premium wages for overtime worked, a 30-minute lunch period for each 5
26 hours worked, a 10-minute paid rest break for every four hours worked, or major fraction thereof.
27 Non-exempt employees are entitled to one hour's pay at their regular pay rate for each day the
28 requisite rest and/or meal periods are not provided.

35. Plaintiff and Class Members were at times afforded meal breaks late, and/or meal breaks were interrupted. Further, Plaintiff and Class members were required to carry their personal cell phones with them during work hours and to keep them on during their meal and rest breaks. Plaintiff and Class members' meal breaks were interrupted by phone calls.

36. Defendant's policies and procedures were applied to all non-exempt employees in California and resulted in non-exempt employees working time that was not compensated by any wages in violation of Labor Code sections 510, 1194 and the applicable Wage Orders. As a result, Defendant owes wages at the legal overtime rate for unpaid overtime to each of their California non-exempt employees whose daily hours were reduced even though their meal periods were interrupted and/or were afforded late.

REST BREAKS INTERRUPTED

37. Plaintiff and Class members' rest breaks were at times interrupted.

FAILURE TO ISSUE ACCURATE WAGE STATEMENTS

38. As a result of Defendant's failure to pay employees at required overtime rates and minimum wages due to illegal rounding and premium pay for missed meal/rest breaks, the wage statements issued to the employees did not comply with *Labor Code* §226 and California Industrial Welfare Commission ("IWC") applicable Wage Order in that they did not accurately reflect all wages earned and due and owing.

FAILURE TO PAY WAGES ON TERMINATION

39. As a further result of Defendant's failure to pay employees at required overtime rates and minimum wages due to illegal rounding and premium pay for missed meal/rest breaks, when the employees left their employ, they were not timely paid all wages due them, as required by *Labor Code* §§ 201, 202 and the applicable Wage Order.

LACK OF EXPENSE REIMBURSEMENT

40. Defendant failed to reimburse Plaintiff and members of the Class for business-related expenses, such as cell phone and vehicle use. Thus, Defendant failed to reimburse Plaintiff and Class members for these necessary business expenses.

/ / /

1 **REGULAR RATE OF PAY**

2 41. California law uses the terms "compensation" and "pay" interchangeably and
3 requires that all applicable remuneration, including but not limited to, commissions, and/or non-
4 discretionary bonuses, and/or gift cards, etc., be included when calculating an employee's regular
5 rate of pay.

6 42. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
7 should have known that Plaintiff and Class members were entitled to be paid at a regular rate of
8 pay, and corresponding overtime rate of pay, that included as eligible income all income derived
9 from non-discretionary bonuses, gift cards and/or other forms of compensation.

10 43. Defendant failed to properly pay and calculate overtime and minimum wages due
11 to excluding bonuses from the regular rate of pay calculations. Such bonuses are required under
12 California law to be included in an employee's regular rate of pay for overtime and minimum
13 wage calculations. Defendant failed to do so, thereby failing to pay employees their full wages
14 as required under the Labor Code.

15 44. Defendant failed to correctly calculate Plaintiff and members of the Class's
16 regular rate of pay to include all applicable remuneration, including, but not limited to, bonuses,
17 etc. Specifically, Plaintiff received two bonuses in the amounts of \$100 and \$200 for grant budget
18 surpluses, but his paystubs do not show that any bonuses were paid to Plaintiff. One bonus was
19 paid in cash and the other via a check that was separate from Plaintiff's paycheck.

20 45. Thus, Defendant failed to correctly calculate Plaintiff and members of the Class's
21 regular rate of pay to include all applicable bonuses.

22 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

23 46. Defendant failed to allow Plaintiff and Class members to timely inspect their
24 records and payroll files.

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PAY OVERTIME**

27 **(Labor Code §§510, 558, 1194.3 and applicable Wage Order By Plaintiffs Against**
28 **Defendant and Does 1-100)**

1 47. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this First Amended Complaint.

3 48. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab. Code
4 §§510, 1194, and 1198, and the applicable IWC Wage Order, Defendant was required to
5 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
6 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours
7 on the seventh (7th) consecutive day of any work week.

8 49. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
9 who had not been paid overtime compensation could recover the unpaid balance of the full
10 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
11 fees and costs of suit.

12 50. Pursuant to the applicable IWC Wage Order § 3, "Employment beyond eight (8)
13 hours in any workday is permissible provided the employee is compensated for such overtime at
14 not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
15 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday...

16 51. California Labor Code section 558 provides in pertinent part:

17 (a) Any employer or other person acting on behalf of an employer who
18 violates, or causes to be violated, a section of this chapter or any
19 provision regulating hours and days of work in any order of the Industrial
Welfare Commission shall be subject to a civil penalty as follows:

20 (1) For any initial violation, fifty dollars (\$50) for each underpaid
21 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

22 (2) For each subsequent violation, one hundred dollars (\$100) for each
23 underpaid employee for each pay period for which the employee was
24 underpaid in addition to an amount sufficient to recover underpaid
wages.

25 (3) Wages recovered pursuant to this section shall be paid to the affected
employee...

26 (c) The civil penalties provided for in this section are in addition to any
27 other civil or criminal penalty provided by law.
28

1 52. Throughout Plaintiff's employment, Plaintiff worked overtime hours and was not
2 paid overtime pay due to Defendant's rounding down of hours.

3 53. Defendant required Plaintiff and the Class to regularly perform compensable tasks
4 pre- and post-shift off-the-clock for which they did not receive any compensation. Specifically,
5 Defendant's management changed Plaintiff and Class members' time records after they entered
6 them rounding them down to the quarter hour. Thus, if Plaintiff and Class members clocked in
7 early for their shifts, their time was rounded to their shift start time. If Plaintiff and Class members
8 clocked out later than the end time of his shift, his and Class members' time records were rounded
9 to their shift end time. Plaintiff's paystubs show rounding down to the quarter hour. Defendant
10 shaved any hours over 8 in a day and did not pay Plaintiff and Class members for overtime hours
11 worked. Plaintiff and Class members worked overtime on average, twice per month in the amount
12 of 2 hours per month. Defendant eliminated any overtime hours worked by Plaintiff and Class
13 members from their time records. Plaintiff's paystubs do not show any overtime paid to him.

14 54. Further, Plaintiff and Class members were required to use their personal cell
15 phones both on and off the clock for work-related activities. Approximately 4-5 times per week,
16 Plaintiff and Class members spoke with clients on their personal cell phones. The calls averaged
17 between 30 to 60 minutes per week. Further, Plaintiff and Class members also answered calls
18 from management and co-workers off the clock a few minutes per week.

19 55. Additionally, Defendant failed to blend bonuses when calculating Plaintiff and
20 Class members' regular rate in workweeks when they earned such pay and worked overtime. As
21 such, Plaintiff and Class members were paid at an overtime rate less than the rate required under
22 California law.

23 56. Throughout Plaintiff's employment, Defendant failed and refused to pay and
24 properly calculate overtime compensation to Plaintiff and Class Members as required by law.

25 57. The foregoing overtime compensation is owed and unpaid. As a direct and
26 proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class Members
27 suffered damages in an amount to be proven at trial.

28 ///

58. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES DUE TO TIME ROUNDING

**(Applicable IWC Wage Order; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By
Plaintiffs Against Defendant and Does 1 through 100)**

59. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

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

61. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order 1-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

62. Pursuant to the applicable Wage Order, Defendant is required to pay the members of the Class for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

63. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

64. Defendant failed to satisfy minimum wage requirements because they improperly rounded down Plaintiff’s actual hours worked and required Plaintiff and Class members to engage in activities off the clock in violation of *Labor Code* §§ 1197, 1198 and the applicable Wage Order.

65. Defendant’s pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to *Labor Code* § 218, to recovery by Plaintiff and the members of the Class in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

66. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the time associated with the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed they were paid less than minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

67. Plaintiff and the other Class Members suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing to them as a direct result of Defendant’s unlawful acts and *Labor Code* violations in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

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68. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

(Applicable IWC Wage Order; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and Does 1 through 100)

69. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

70. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

71. California Labor Code §1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

72. The applicable Wage Order provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

73. The applicable Wage Order section (11)(c) further provides, in the relevant part: "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

74. Section 512(a) of the California Labor Code provides, in relevant part, that:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30-minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work

period of more than 10 hours per day without providing the employee with a second meal period of not less than 30-minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

75. The Labor Code and Wage Order provisions cited above require California employers to provide employees with off-duty 30-minute meal periods on or before the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on or before the fifth hour of their shifts.

76. As alleged herein, Defendant failed to relieve employees of duties for timely meal breaks throughout the Class Period. Plaintiff and the members of the Class's meal periods were routinely interrupted, and Plaintiff and members of the Class meal breaks were afforded late after the fifth hour of work. Plaintiff and members of the Class were required to carry their personal cell phones during work hours and were required to keep their phones on during their meal/rest breaks.

77. Under California law, employers must also record their employees' meal periods: "Every employer shall keep accurate information with respect to each employee, including the following: ... Meal periods ... shall also be recorded. Meal periods during which operations cease ... need not be recorded." Applicable Wage Order, § (7)(A)(3). Where the employer has failed to keep records required by statute, the consequences of such failure should fall on the employer, not the employee. In such a situation, imprecise evidence by the employee can provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the Wage Order to track meal periods unless "all work ceases," Defendant knew or should have known its employees were regularly missing meal periods during the Class Period.

78. Defendant has a policy or practice of failing to ensure that Plaintiff and members of the class take the meal periods required by California Labor Code §226.7 and the applicable Wage Order §11.

79. By their actions in not affording Plaintiff and Class members meal periods and/or not affording them uninterrupted meal periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendant failed to provide employees with statutory timely off-duty meal periods.

80. Defendant also has a policy or practice of failing to pay each of their employees who were not provided with a meal period as required an additional one hour of compensation at each employee's regular rate of pay.

81. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to bring a private right of action to recover wages due based on the deprivation of timely meal periods under Cal. Labor Code § 226.7(b).

82. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and members of the 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, attorneys' fees and penalties and other appropriate relief due to Defendant's violations of the California Labor Code and the applicable IWC Wage Orders.

FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST PERIODS

**(Labor Code § 226.7 and applicable IWC Wage Order By Plaintiffs Against Defendant
and Does 1 through 100)**

83. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

84. Labor Code § 226.7 and the applicable Wage Order provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

85. Labor Code § 226.7 and the applicable Wage Order provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer

1 shall pay the employee one hour of pay at the employee's regular rate of compensation for each
2 workday that the rest periods were not so provided.

3 86. Defendant has intentionally and improperly denied any rest periods and/or
4 uninterrupted rest periods to Plaintiff and the Class in violation of Labor Code § 226.7 and the
5 applicable Wage Order.

6 87. At all times relevant hereto, Plaintiff and members of the Class have worked eight
7 or more hours daily.

8 88. At all times relevant hereto, Defendant failed to provide rest periods as required
9 by Labor Code § 226.7 and the applicable Wage Order. Plaintiff and Class members' rest breaks
10 were routinely interrupted.

11 89. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff
12 and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in
13 amounts that are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional
14 limits of the Court, and which will be ascertained according to proof at trial.

15 **FIFTH CAUSE OF ACTION**

16 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

17 **ITEMIZED STATEMENTS**

18 **(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)**

19 90. Plaintiff and the Class reallege and incorporate by reference all of the allegations
20 set forth in this First Amended Complaint.

21 91. Pursuant to the applicable IWC Wage Orders, Defendant was the employer of
22 Plaintiff and the Class.

23 92. Pursuant to California Labor Code sections 226 and 1174, and the applicable
24 Wage Order section 7, Defendant is required to maintain and provide accurate records relating to
25 employee compensation, including all formulas and production records used to calculate wages
26 due.

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1 93. Defendant is further required to provide, *inter alia*, semimonthly or at the time of
2 each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) all
3 deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which the
4 employee is being paid; (5) the name of the employee; and (6) the name and address of the legal
5 entity that is the employee's actual employer. Cal. Labor Code §226(a).

6 94. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
7 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
8 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods in
9 which the employer knowingly and intentionally failed to provide accurate itemized statements
10 to the employee causing the employee to suffer injury.

11 95. Notwithstanding these provisions. Defendant has engaged in a uniform practice
12 of refusing to maintain and provide the accurate records and wage statements required by
13 California law.

14 96. Throughout the Class Period, Defendant intentionally and knowingly provided
15 Plaintiff and other members of the Class with weekly itemized wage statements containing
16 inaccurate information regarding the wages earned by Plaintiff and members of the Class in that
17 the payments owed to Plaintiff and the members of the Class for overtime compensation,
18 minimum wages, untimely or missed meal and rest periods, bonuses, were not included in gross
19 wages earned by Plaintiff and members of the Class.

20 97. As a result, Plaintiff and members of the Class have been injured by having been
21 deprived of the true facts pertaining to their compensation and employment.

22 98. Plaintiff and members of the Class were damaged by these failures because,
23 among other things, the failures led them to believe that they were not entitled to overtime
24 compensation, minimum wages, pay for meal and rest periods not provided, or bonuses, even
25 though they were so entitled and these failures hindered them from determining the amounts of
26 wages owed to them.

27 99. Plaintiff and members of the Class are entitled to the amounts provided in Labor
28 Code §226(e), plus attorneys' fees and costs.

100. As a result, Plaintiff seeks recovery of the penalties authorized by Labor Code sections 226(e) and 558, and such other penalties and legal and equitable remedies as are provided by law for Defendant's improper conduct.

SIXTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION

(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)

101. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

102. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due and payable immediately. Labor Code § 202(a) provides that when an employee resigns from employment, unpaid wages are due and payable within 72 hours of resignation.

103. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until paid, not to exceed thirty days.

104. Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

105. Plaintiff and Class members are owed unpaid break premiums, overtime, minimum and other wages.

106. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's wages for each day he or she was not timely paid, not to exceed 30 days' wages.

SEVENTH CAUSE OF ACTION

REIMBURSEMENT OF BUSINESS EXPENSES

(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)

107. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

108. Labor Code §2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties.

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109. Defendant required Plaintiff and Class members to drive during work hours to clients' housing locations using their personal vehicles. However, Defendant failed to reimburse Plaintiff and members of the Class for their gas and mileage expenses and wear and tear incurred on Defendant's behalf.

110. At all times relevant herein, Defendant was aware that Plaintiff and Class members were using their personal cell phones and vehicles but failed to indemnify Plaintiff and Class members for all their business-related expenses in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in using their personal cell phones and vehicles, including wear and tear, for work-related purposes.

111. As a result of Defendant's conduct, Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

112. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)

113. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

114. California Labor Code Section 1198.5 provides:

- (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.
- (b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later

1 than 30 calendar days from the date the employer receives a written request,
2 unless the current or former employee, or his or her representative, and the
3 employer agree in writing to a date beyond 30 calendar days to inspect the
4 records, and the agreed-upon date does not exceed 35 calendar days from
5 the employer's receipt of the written request to inspect the records. Upon a
6 written request from a current or former employee, or his or her
representative, the employer shall also provide a copy of the personnel
records, later than 30 calendar days from the date the employer receives
the request...

7 (k) If an employer fails to permit a current or former employee, or his or her
8 representative, to inspect or copy personnel records within the times specified I
9 this section... the current or former employee may recover a penalty of seven
hundred fifty dollars (\$750) from the employer.

10 (1) A current or former employee may also bring an action for injunctive relief
11 to obtain compliance with this section and may recover costs and reasonable
12 attorney's fees in such an action.

13 115. Additionally, pursuant to the applicable Wage Order, at section 7 re: Records,
14 employers are required to keep accurate payroll records on each employee, and such records must
15 be made readily available for inspection by the employee upon reasonable request. The employer
16 must also maintain accurate production records.

17 116. On or about May 15, 2024, Plaintiff's counsel issued a written request to
18 Defendant for copies of his personnel records.

19 117. Under California Labor Code Sections 226, 432 and 1198.5, such records were to
20 include all records relating to Plaintiff's hours worked, wage statements and compensation.
21 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
22 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
23 records.

24 118. As a direct result and consequence of Defendant's failure and refusal to permit
25 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or decree
26 mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a result of
27 Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of
28 \$750 based upon Defendant's violation of §1198.

1 **NINTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1**
4 **through 100)**

5 119. Plaintiff and the Class reallege and incorporate by reference all of the allegations
6 set forth in this First Amended Complaint.

7 120. Pursuant to the applicable IWC Wage Orders, Defendant was the employer of
8 Plaintiff and the Class. Defendant is also a "person," as that term is defined in Business &
9 Professions Code §17021.

10 121. The Business & Professions Code defines unfair competition as any unlawful,
11 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
12 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
13 Plaintiff and the Class overtime compensation; (2) pay minimum wages; (3) pay Plaintiff and the
14 Class meal periods not provided, (4) pay Plaintiff and the Class rest periods not provided, (5)
15 furnish Plaintiff and the Class with accurate itemized wage statements, as mandated by the
16 applicable Labor Code and Industrial Welfare Commission requirements, (6) pay Plaintiff and
17 the Class wages due when leaving their employ, (7) reimburse business expenses, (8) provide
18 personnel records, all in violation of Business & Professions Code §§ 17200 *et seq.*

19 122. By and through the unfair and unlawful business practices described herein,
20 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
21 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
22 Plaintiff and the Class.

23 123. All the acts described herein are violations of, among other things, the Labor Code
24 and applicable Industrial Commission Wage Orders, are unlawful and in violation of public
25 policy; and in addition, are immoral, unethical, oppressive, and unscrupulous, and thereby
26 constitute unfair and unlawful business practices in violation of Business & Professions Code §§
27 17200 *et seq.*

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1 124. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary
2 to restore to them the money and property which Defendant has acquired, or of which Plaintiff
3 and the Class have been deprived by means of the above-described unfair and unlawful business
4 practices.

5 125. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
6 above-described business practices are unfair and unlawful, and that injunctive relief should be
7 issued restraining Defendant from engaging in any of the above described unfair and unlawful
8 business practices in the future.

9 126. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
10 redress the injuries which they have suffered as a consequence of the unfair and unlawful business
11 practices of Defendant. As a result of the unfair and unlawful business practices described above,
12 Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless Defendant
13 is restrained from continuing to engage in these unfair and unlawful business practices. In
14 addition, Defendant should be required to disgorge the unpaid moneys to Plaintiff and the Class.

15 **TENTH CAUSE OF ACTION**

16 **(Damages Pursuant to Private Attorney General Act Against Employers)**

17 127. Plaintiff and the Class reallege and incorporate by reference all of the allegations
18 set forth in this First Amended Complaint.

19 128. Plaintiff brings this action on his own behalf and on behalf of all current and
20 former employees of Defendants who were employed in California for the previous four years
21 seeking to recover unpaid wages, including but not limited to unpaid overtime, meal period
22 violations, and rest periods violations as set forth in this pleading.

23 129. On April 17, 2023, Plaintiff, pursuant to California Labor Code §§2699, et seq.,
24 by and through his attorneys, uploaded a Private Attorney General Act (“PAGA”) claim to the
25 State of California Labor and Workforce Development Agency (“LWDA”) and sent a letter via
26 Certified Mail Return Receipt Requested to the defendant.

27 130. More than 65 days have passed since the above letter, and Plaintiff’s counsel has
28 not received notice from the LWDA stating an intention to prosecute Plaintiff’s PAGA claims.

1 131. Plaintiff has therefore complied with the administrative exhaustion requirements
2 of PAGA.

3 132. Plaintiff seeks Labor Code penalties, attorney's fees, and costs, in an amount
4 according to proof at trial, as provided by the Labor Code Private Attorney General Act.

5 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor and
6 against Defendant as follows:

7 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff and
8 Class Members, according to proof;

9 2. For compensatory damages in the amount minimum wages due to Plaintiff and
10 Class Members, according to proof;

11 3. For payment of unpaid wages in accordance with California labor and
12 employment law;

13 4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class
14 Members for each workday that a meal and/or rest period was not provided;

15 5. For compensatory damages in the amount of Plaintiff and Class Members' cell
16 phone and vehicle expenses for business purposes, costs and attorneys' fees pursuant to Cal. Code
17 Civ. Proc. §2802(c);

18 6. For an award of consequential damages in Plaintiff and Class Members' favor and
19 against Defendant, in an amount to be proven at trial;

20 7. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

21 8. For payment to Plaintiff and Class Members of waiting time penalties pursuant to
22 *Cal. Lab. Code* §203, in an amount equal to his respective daily rates of pay at the time of
23 termination or layoff, multiplied by the total amount of days elapsed between the date of the
24 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
25 maximum of 30 days' pay, according to proof;

26 9. For specific relief, enforcing waiting time penalties of 30 days of per diem wages
27 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

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1 10. For prejudgment interest accrued on all due and unpaid overtime and minimum
2 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
3 1194(a), according to proof;

4 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
5 according to proof;

6 12. For civil penalties pursuant to *Cal. Labor Code* §1198 and the applicable Wage
7 Order;

8 13. For reasonable costs, including attorneys' fees, in an amount according to proof
9 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802 and/or *Cal. Code of Civ.*
10 *Proc.* §1021.5;

11 14. For an award of restitution of wages to Plaintiff and Class members in an amount
12 equal to the amount of wages owed and unpaid, according to proof;

13 15. For injunctive relief requiring Defendant to comply with Labor Code
14 1198.5(b)(1);

15 16. For reasonable costs, including attorneys' fees, in an amount according to proof
16 pursuant to *Cal. Labor Code* §2699(g);

17 17. For injunctive relief ordering the continuing unfair business acts and practices to
18 cease, as the Court deems just and proper;

19 18. For other injunctive relief ordering Defendant to notify Plaintiff and Class
20 Members that they have not been paid the proper amounts in accordance with California law;

21 19. For punitive and exemplary damages in a sum to be determined at trial; and

22 20. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff Jack Martin hereby respectfully requests a trial by jury for all claims and issues raised in his First Amended Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: June 26, 2024



By: _____
Jasmine J. Badawi
Attorneys for Plaintiff,
JACK MARTIN