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David W. Slayton,
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Attorneys for PLAINTIFFS BRYAN BEDELL and DANIEL ANDRADE

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

BRYAN BEDELL and DANIEL ANDRADE,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

ALEXANDERS CONTRACT SERVICES,
INC., a California Corporation, and DOES 1-
50, Inclusive,

Defendants.

CASE NO: **24STCV15048**

Assigned to the Hon.

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY ALL MINIMUM AND
OVERTIME WAGES DUE (LABOR CODE
§§ 510, 1194, 1197, 1197.1 AND 1194.2)**

**2. FAILURE TO PROVIDE COMPLIANT
REST PERIODS OR COMPENSATION IN
LIEU THEREOF (LABOR CODE § 226.7);**

**3. FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**4. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)**

**5. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200 ET SEQ.**

**6. FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;**

**7. FAILURE TO REIMBURSE
EMPLOYEES FOR REQUIRED EXPENSES**

1 IN VIOLATION OF CAL. LAB. CODE
2 § 2802;

3 8. CIVIL PENALTIES PURSUANT TO
4 LABOR CODE § 2698 ET SEQ. FOR
5 VIOLATIONS OF LABOR CODE §§ 201,
6 202, 226(a), 226.7, 510, AND 1194 AND
7 PURSUANT TO LABOR CODE § 2699(a)
8 FOR VIOLATIONS OF LABOR CODE
9 §§ 226.3 AND 558

10 **DEMAND FOR JURY TRIAL**

11 *Complaint Filed:*

12 Plaintiffs BRYAN BEDELL and DANIEL ANDRADE (collectively referred as
13 “PLAINTIFFS”), individuals and on behalf of all similarly situated individuals (the “Class,” or “Class
14 Member”), on behalf of the general public, and as an “aggrieved employee” under the Labor Code
15 Private Attorneys General Act of 2004, complains of ALEXANDERS CONTRACT SERVICES, INC.,
16 a California corporation, and any subsidiaries or affiliated companies (hereinafter collectively referred
17 to as “Defendants”), and each of them, as follows:

18 **I.**

19 **INTRODUCTION AND FACTUAL BACKGROUND**

20 1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure
21 § 382 and Labor Code § 2698 *et seq.*, respectively, on behalf of Plaintiff and (1) all employees classified
22 as exempt from meal and rest periods and earning overtime wages and (2) all non-exempt California
23 employees who work or formerly worked for Defendants within the State of California.

24 2. For at least four (4) years prior to the filing of this action and continuing to the present
25 (the “liability period”), Defendants have had a consistent policy of failing to pay all minimum and
26 overtime wages due to Class I Members (as defined below); provide legally compliant rest periods or
27 compensation in lieu thereof to Class I and II Members; provide accurately itemized wage statements
28 to Class I and II Members; and to timely pay wages upon separation of employment to Class I and II
Members.

3. Plaintiffs, on behalf of themselves and the members of each Class, brings this action
pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197,

1 1197.1, and 2802, seeking compensation for unpaid minimum and overtime wages, premium meal and
2 rest period wages, statutory penalties, liquidated damages, injunctive and other equitable relief, and
3 reasonable attorneys' fees and costs.

4 4. Plaintiffs, on behalf of themselves and Class I and II Members and pursuant to Business
5 & Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all
6 benefits Defendants enjoyed from their failure to pay all wages due to Class I and II Members.

7 5. Plaintiffs, on behalf of themselves and all aggrieved employees pursuant to Labor Code
8 §§ 2698 *et seq.*, seek penalties for Defendants' various violations of the California Labor Code.

9 6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
10 because Defendants employed Plaintiffs and Class I and II Members in Los Angeles County, California.

11 II.

12 PARTIES

13 A. Plaintiffs

14 7. Plaintiff BRYAN BEDELL was employed by Defendants from March 2014 to present
15 as an employee classified as exempt from meal and rest periods and earning overtime wages in Los
16 Angeles County, California.

17 8. During his work with Defendants, Plaintiff BEDELL was:

- 18 a. Willfully denied the payment of all minimum and overtime wages due;
- 19 b. Willfully denied compliant meal and rest periods or compensation in lieu
20 thereof;
- 21 c. Willfully denied accurately itemized wage statements; and
- 22 d. Willfully denied the timely payment of wages upon separation of his
23 employment.

24 9. Plaintiff DANIEL ANDRADE was employed by Defendants from October 2014 to
25 present as an employee classified as exempt from meal and rest periods and earning overtime wages in
26 Los Angeles County, California.

27 10. During his work with Defendants, Plaintiff ANDRADE was:

- 28 a. Willfully denied the payment of all minimum and overtime wages due;

- 1 b. Willfully denied compliant meal and rest periods or compensation in lieu
2 thereof;
3 c. Willfully denied accurately itemized wage statements; and
4 d. Willfully denied the timely payment of wages upon separation of his
5 employment.

6 **B. Defendants**

7 11. Defendant ALEXANDERS CONTRACT SERVICES, INC., is a California
8 Corporation. Defendant ALEXANDERS CONTRACT SERVICES, INC. employed Plaintiffs and
9 Class Members throughout the State of California, including Los Angeles County, California.

10 12. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore
12 sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed
13 and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is
14 legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of
15 court to amend this Complaint to reflect the true names and capacities of the Defendants designated
16 hereinafter as DOES when such identities become known.

17 13. Plaintiffs are informed and believe, and based thereon alleges, that each Defendant acted
18 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
19 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
20 attributable to the other Defendants.

21 14. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
22 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
23 provisions of the California Labor Code as alleged herein.

24 **III.**

25 **CLASS ACTION ALLEGATIONS**

26 15. Plaintiffs bring this action on behalf of themselves, and all others similarly situated as a
27 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent the following
28 Classes composed of and defined as follows:

1 **CLASS I**

2 All persons classified as exempt from meal and rest periods and earning overtime wages
3 by Defendants in California at any time since the date four years preceding the filing of
4 this Action.

5 **CLASS II**

6 All persons employed as non-exempt employees by Defendants in California at any time
7 since the date four years preceding the filing of this Action.

8 16. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend or
9 modify these class descriptions with greater specificity or further division into subclasses or limitation
10 to particular issues.

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

14 **A. Numerosity**

15 18. The potential members of each Class as defined are so numerous that joinder of all Class
16 Members is impracticable. While the precise number of members of each Class has not been
17 ascertained at this time, Plaintiffs are informed and believe, and based thereon alleges, that Defendants
18 currently employ, and during the relevant time periods employed, over 100 persons in the State of
19 California who fall within the Class definitions.

20 19. Accounting for employee turnover during the relevant period necessarily increases this
21 number. Plaintiffs allege Defendants' employment records would provide information as to the number
22 and location of members of each Class. Joinder of members of each Class is not practicable.

23 **B. Commonality**

24 20. There are questions of law and fact common to each Class that predominate over any
25 questions affecting only individual Class Members. These common questions of law and fact include,
26 without limitation:

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- a. Whether Defendants failed to pay all minimum and overtime wages due to Plaintiffs and Class I Members, in violation of Labor Code §§ 510, 1194, and 1194.2;
- b. Whether Defendants failed to properly provide compliant rest periods or compensation in lieu thereof to Plaintiffs and Class I and II Members, in violation of Labor Code § 226.7;
- c. Whether Defendants failed to properly provide compliant meal periods or compensation in lieu thereof to Plaintiffs and Class I and II Members, in violation of Labor Code § 226.7 & 512;
- c. Whether Defendants failed to provide Plaintiffs and Class I and II Members with accurately itemized wage statements, in accordance with Labor Code § 226(a), (e);
- d. Whether Defendants failed to timely pay Plaintiff and Class I and II Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203; and
- e. Whether Plaintiffs and Class I and II Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

21. The claims of the named Plaintiffs are typical of the claims of members of each Class. Plaintiffs and members of each Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

22. Plaintiffs will fairly and adequately represent and protect the interests of members of each Class. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

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E. Superiority of Class Action

23. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed members of each Class is not practicable, and questions of law and fact common to the proposed Classes predominate over any questions affecting only individual members of each proposed Class. Each member of the proposed Classes has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

24. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFFS AND CLASS I AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES DUE

(LABOR CODE §§ 510, 1194, AND 1194.2)

25. Plaintiff incorporates paragraphs 1 through 24 of this Complaint as though fully set forth herein.

26. During the liability period, Defendants misclassifying Plaintiffs and Class I Members as exempt from meal and rest periods and earning overtime wages because they failed to perform the requisite job duties and Defendants fail to pay them at least twice the minimum wage, as required by Labor Code §§ 510, 1194, and 1194.2.

27. Defendants misclassified Plaintiffs and Class I Members as overtime exempt, but Defendant failed to establish the qualifications for the exemption: Plaintiffs and Class I Members were not paid a salary based on an hourly rate of at least twice the minimum wage; their primary job duties did not consist of managing employees or performing primarily administrative, executive, or professional tasks; and they did not exercise independent judgment in their job duties. As a result of their misclassification, when Plaintiffs and Class I Members worked in excess of eight (8) hours in a

1 workday or in excess of forty (40) hours in a workweek, they were not paid proper overtime wages of
2 one-and-one-half times the regular rate of pay, nor were they paid twice the regular rate of pay for all
3 hours worked in excess of twelve (12) in a workday. Plaintiffs allege this claim on behalf of Class I
4 Members, including all supervisors. These failures to pay all wages due constitute violations of Labor
5 Code §§ 510, 1194, and 1194.2.

6 28. As a result of the unlawful acts of Defendants in willfully failing to pay all minimum
7 and overtime wages due, Plaintiffs and members of Class I have been deprived of wages in amounts to
8 be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
9 attorneys' fees, and costs, pursuant to Labor Code § 1194, and liquidated damages pursuant to Labor
10 Code § 1194.2.

11 Wherefore, Plaintiffs and each Class I and II Members seek to represent request relief as
12 described below.

13 **V.**

14 **SECOND CAUSE OF ACTION**

15 **PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS**

16 **FAILURE TO PROVIDE COMPLIANT REST PERIODS**

17 **OR COMPENSATION IN LIEU THEREOF**

18 **(LABOR CODE § 226.7 & 512 and OTHER APPLICABLE WAGE ORDERS)**

19 29. Plaintiff incorporates paragraphs 1 through 29 of this Complaint as though fully set forth
20 herein.

21 30. Plaintiffs and Class I and II Members are entitled to one hour of pay for each day that
22 Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7.

23 31. Defendants failed to pay premium wages to Plaintiff and Class I and II Members who
24 were denied rest periods, in violation of Labor Code § 226.7. Plaintiffs and Class I and II Members
25 were routinely not authorized and unable to take an off-duty, 10-minute rest break for every four (4)
26 hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each
27 missed rest break. When they were able to take a rest period, they were impermissibly required to
28 remain on the work premises.

32. Pursuant to Labor Code § 226.7, Plaintiffs seek the payment of all rest period compensation which they and Class I and II Members are owed, according to proof.

Wherefore, Plaintiffs and each Class they seeks to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS

FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE

WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

33. Plaintiff incorporates paragraphs 1 through 33 of this Complaint as though fully set forth herein.

34. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have failed to comply with Labor Code § 226(a).

35. Defendants failed to issue Plaintiffs and Class I and II Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiffs and Class I and II Members were not paid all minimum and overtime wages and premium wages for unauthorized rest periods, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable

1 hourly rates in effect during the pay period and the corresponding number of hours worked, in violation
2 of Labor Code § 226(a)(9).

3 36. As a consequence of Defendants' willful conduct in failing to provide Class I and II
4 Members with accurate itemized wage statements, Plaintiffs and Class I and II Members have been
5 injured because they have not been paid all wages due and were issued wage statements which do not
6 reflect, and fail to accurately state, all information required by Labor Code § 226(a). The missing
7 information cannot be discerned at all from the face of the wage statements themselves. As a result,
8 Plaintiffs and Class I and II Members are entitled to penalties pursuant to Labor Code § 226(e) to
9 recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs
10 and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate
11 penalty of \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees
12 pursuant to Labor Code § 226(h).

13 Wherefore, Plaintiffs and each Class they seeks to represent request relief as described below.

14 **VII.**

15 **FOURTH CAUSE OF ACTION**

16 **PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS**

17 **FAILURE TO TIMELY PAY WAGES DUE AT**

18 **SEPARATION OF EMPLOYMENT**

19 **(LABOR CODE §§ 201-203)**

20 37. Plaintiffs incorporates paragraphs 1 through 37 of this Complaint as though fully set
21 forth herein.

22 38. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
23 due within 72 hours after resignation of employment or the day of termination of employment. Labor
24 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
25 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
26 or an action is commenced. The penalty cannot exceed 30 days of wages.

27 39. Upon information and belief, Defendants paid Class I and II Members their final wages
28 beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203.

1 Class I and II Members were not paid all wages due and owing throughout the course of their
2 employment, including minimum and overtime wages and premium wages for missed and denied rest
3 periods, as detailed above. Consequently, at the time of their separation from employment with
4 Defendants, they were not paid all final wages due and owing for the entirety of their employment.

5 40. More than 30 days have passed since Class I and II Members have left Defendants'
6 employ.

7 41. As a consequence of Defendants' willful conduct in not paying wages owed timely upon
8 separation of employment, Class I and II Members are entitled to up to 30 days' wages as a penalty
9 under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

10 Wherefore, Plaintiff and each Class they seeks to represent request relief as described below.

11 **VIII.**

12 **FIFTH CAUSE OF ACTION**

13 **PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS**

14 **UNFAIR COMPETITION PURSUANT TO**

15 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

16 42. Plaintiffs incorporate paragraphs 1 through 42 of this Complaint as though fully set forth
17 herein.

18 43. This is a Class Action for Unfair Business Practices. Plaintiffs, on their own behalf and
19 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to
20 Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
21 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general public,
22 and Class I and II Members. Plaintiffs seek to enforce important rights affecting the public interest
23 within the meaning of Code of Civil Procedure § 1021.5.

24 44. Each Plaintiff is a "person" within the meaning of Business & Professions Code
25 § 17204, and therefore each has standing to bring this cause of action for injunctive relief, restitution,
26 and other appropriate equitable relief.

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

1 46. Wage and hour laws express fundamental public policies. Properly providing employees
2 with all wages due is a fundamental public policy of this State and of the United States. Labor Code
3 § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to
4 ensure that employees are not required or permitted to work under substandard and unlawful conditions,
5 and to protect law-abiding employers and its employees from competitors who lower their costs by
6 failing to comply with minimum labor standards.

7 47. Defendant has violated statutes and public policies. Through the conduct alleged in this
8 Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated
9 specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
10 in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiffs, and all persons
11 similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all
12 employees under law.

13 48. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
14 §17200 *et seq.* of the Business & Professions Code.

15 49. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of
16 reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200
17 *et seq.* of the Business & Professions Code.

18 50. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and others
19 similarly situated have been damaged in a sum as may be proven.

20 51. Unless restrained by this Court, Defendants will continue to engage in the unlawful
21 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should
22 make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
23 the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice
24 prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of
25 profits which may be necessary to restore Plaintiffs and Class I and II Members to the money
26 Defendants have unlawfully failed to pay.

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IX.

SIXTH CAUSE OF ACTION

PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 510, 512, 558, 1174, 1174.5, AND 1194 AND IWC WAGE ORDER 4-2001)

52. Plaintiffs incorporate paragraphs 1 through 31 of this Complaint as though fully set forth herein.

53. Plaintiffs and Class I and II Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001.

54. Defendants failed to pay premium wages to Plaintiffs and Class I and II Members who were denied meal periods, in violation of Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order 4-2001. Plaintiffs and Class I and II Members were routinely denied, and not authorized to take, an uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, and a second meal period when they worked shifts greater than ten hours, but were not paid premium wages of one hour's pay for each missed meal period. Defendants also failed to maintain meal period records showing the start and stop time of meal periods. These instances violate Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC Wage Order 4-2001.

55. Pursuant to Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC Wage Order 4-2001, Plaintiffs seek the payment of all meal period compensation and unpaid wages which they and members of each Class are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiffs and each Class they seek to represent request relief as described below.

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XI.

SEVENTH CAUSE OF ACTION

PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE EXPENSES

(LABOR CODE § 2802)

56. Plaintiffs incorporate paragraphs 1 through 56 of this Complaint as though fully set forth herein.

57. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse Plaintiffs and Class I and II Members for all out-of-pocket expenses incurred by them in the performance of their job duties.

58. Plaintiffs and Class I and II Members were required use their personal cell phone while working for Defendants, but were not fully reimbursed by Defendants for these expenses.

59. As a proximate result of the aforementioned violations, Plaintiffs and Class I and II Members have been damaged in an amount according to proof at the time of trial.

60. Pursuant to Labor Code § 2802, Plaintiffs and Class I and II Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiffs and each Class they seek to represent request relief as described below.

XII.

NINTH CAUSE OF ACTION

**PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 ET SEQ. FOR VIOLATIONS OF
LABOR CODE §§ 201-202, 226(a), 226.7, 510, 512, 1194 AND 2802 AND PURSUANT TO
LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

61. Plaintiffs incorporate paragraphs 1 through 61 of this Complaint as though fully set forth herein.

62. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiffs seek penalties pursuant to Labor Code § 2698 *et seq.*

63. For each such violation, Plaintiffs and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201-202, 226(a), 226.7, 510, 512, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

64. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

65. On April 3, 2024, Plaintiffs sent a letter, by online submission to the LWDA and by certified mail, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65) calendar days of April 3, 2024. Plaintiffs may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 et seq.

Wherefore, Plaintiffs and the aggrieved employees they seek to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiffs prays for the following relief:

1. For compensatory damages and liquidated damages pursuant to Labor Code §§ 1194 and 1194.2, respectively, in the amount of all unpaid minimum and overtime wages due to Plaintiff and Class I Members;
2. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class I and II Members pursuant to Labor Code § 226.7;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiffs and Class I and II Members;
4. For penalties pursuant to Labor Code § 203 for Plaintiffs and Class I and II Members;

5. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiffs and Class I and II Members;
6. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all other aggrieved employees;
7. An award of prejudgment and post-judgment interest;
8. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 2699(g)(1), 2802, and other applicable law;
9. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 2699(g)(1), 2802, and other applicable law; and
10. Such other and further relief as this Court may deem just and proper.

Dated: June 10, 2024

Respectfully submitted,

BARVIÉ LAW, APC

By: Nicole Barvie
NICOLE BARVIÉ, Esq.
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

Dated: June 10, 2024

Respectfully submitted,

BARVIÉ LAW, APC

By: Nicole Barvie
NICOLE BARVIÉ, Esq.
Attorneys for Plaintiffs