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AIDAN J. WILLIAMS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

AIDAN J. WILLIAMS, an individual, on
his own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

RAD VENTURE, LLC DBA JIMMY
JOHN'S, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CVRI 2403053

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY MINIMUM WAGES DUE TO OFF THE CLOCK WORK (Cal. *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 5)**
- 2. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. *Labor Code* §226; IWC Wage Order No. 5);**
- 3. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. *Labor Code* §§201-203);**
- 4. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* §2802);**
- 5. FAILURE TO PROVIDE PAID SICK DAYS (Cal. *Labor Code* §246);**
- 6. REPORTING TIME PAY (Wage Order No.5); and**
- 7. UNFAIR COMPETITION (Cal. *Bus. & Prof. Code* §§17200 *et seq.*)**

DEMAND FOR A JURY TRIAL

1 All allegations in this Complaint are based upon information and belief except for those
2 allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has ev-
3 identitary support or is likely to have evidentiary support after a reasonable opportunity for fur-
4 ther investigation and discovery.

5 Aidan J. Williams ("Plaintiff") alleges the following:

6 1. This is a class action brought under California law by an individual who was
7 employed by RAD Venture, LLC dba Jimmy John's ("Jimmy John's" or "Defendant") (along
8 with DOES 1 through 100, collectively "Defendants"). Plaintiff brings this action on behalf of
9 himself and others similarly situated to recover wages from Defendant due to Defendant's
10 systematic failure to: pay minimum wages due to off the clock work, issue accurate wage
11 statements, pay all wages upon termination, reimburse business expenses, provide paid sick
12 days and reporting time pay.

13 2. Plaintiffs have worked as drivers and other restaurant employees for Defendant
14 in California. While working, Plaintiffs have been forced to endure stressful and illegal
15 workplace conditions created by Defendant's efforts to maximize profits and tightly control
16 labor costs.

17 3. Plaintiff, like his co-workers whom Defendant also employed during the
18 applicable limitations period, spend their workdays as drivers and other employees, under
19 illegal and highly regimented circumstances. That regimen results from Defendant's insistence
20 to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all
21 labor costs, failing to pay minimum wages due to off the clock work, failing to issue accurate
22 wage statements, failing to pay all wages on termination, failing to reimburse business
23 expenses, failing to pay for sick days, failing to pay reporting time pay and by using other
24 unlawful stratagems to ensure that labor costs remain artificially low.

25 4. Plaintiff brings this class action to recover, among other things, wages and
26 penalties from unpaid wages earned and due, including but not limited to, minimum wages,
27 wages due to discharged or quitting employees, penalties for failure to provide accurate
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1 itemized wage statements, reimbursement of business expenses, accrued sick days, reporting
2 time pay and interest, attorneys' fees, costs, and expenses.

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

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

11 7. Plaintiff intends to amend this Complaint to add a cause of action pursuant to
12 PAGA under Labor Code §§2699 *et seq.*

13 JURISDICTION AND VENUE

14 8. This Court has jurisdiction over this Complaint under Code of Civil Procedure
15 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
16 *Professions Code* §§ 17200 *et seq.* Plaintiff Aiden J. Williams brings this Complaint on his
17 own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

18 9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
19 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
20 herein, occurred in the County of Riverside and because Defendant owned and operated their
21 businesses in the County of Riverside.

22 THE PARTIES

23 PLAINTIFF

24 10. At all times relevant hereto, Plaintiff was:

- 25 (a) An individual over age 18 and a resident of Riverside, California;
26 (b) Employed as an hourly employee for Defendant in Riverside, California;
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- 1 (c) Did not receive minimum wages due to off the clock work in violation of
2 *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and the applicable
3 Wage Orders:
4 (d) Did not receive accurate wage statements as mandated by *Labor Code*
5 §226;
6 (e) When terminated from his employment, did not receive his final
7 paycheck within the time limits prescribed by *Labor Code* §201;
8 (f) Was not reimbursed for business expenses as required by *Labor Code*
9 §2802;
10 (g) Was not provided and paid for sick days as required by *Labor Code*
11 §246; and
12 (h) Was not paid reporting time paid in violation of IWC Wage Order No. 5.
13 Each of these was a violation of the *Labor Code*.
14

15 **DEFENDANT**

16 11. Plaintiff is informed and believes, and based on that information and belief,
17 alleges, Defendant Jimmy John's is, and at all times mentioned herein was:

- 18 (a) A California limited liability company, with a principal place of business
19 at 4270 Riverwalk Pkwy., Ste. 122, Riverside, California 92505.
20 Defendant has been authorized to do business and has been doing
21 business in the County of Riverside;
22 (b) The former employer of Plaintiff and the current and former employer of
23 the putative Class members;
24 (c) Paid Plaintiff and all Class Members on an hourly basis;
25 (d) Failed to pay Plaintiff and all putative Class members minimum wages
26 due to off the clock work;
27 (e) Failed to issue accurate wage statements to Plaintiff and all putative
28 Class Members;

- 1 (f) Failed to issue final paychecks timely to Plaintiff and all putative Class
2 Members;
- 3 (g) Failed to reimburse business expenses to Plaintiff and all putative Class
4 Members;
- 5 (h) Failed to provide and pay sick days to Plaintiff and all putative Class
6 Members; and
- 7 (i) Failed to pay reporting time pay to Plaintiff and all putative Class
8 Members. Each of these was a violation of the *Labor Code*.

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

14 13. Plaintiff is informed and believes, and based on that information and belief
15 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
16 reside in or are authorized to do, or are otherwise doing, business in the State of California.
17 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
18 conduct business in the County of Riverside. Each of the Defendants DOES 1 through 100 was
19 the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter
20 ego and/or representative of one or more of the other Defendants named herein, and acting with
21 permission, authorization, and/or ratification and consent of the other Defendants.

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

26 15. Plaintiff is informed and believes, and based on that information and belief
27 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
28 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of

1 the other Defendants and that each Defendant was acting within the course and scope of his,
2 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
3 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
4 Class, for the damages sustained as a proximate result of their conduct.

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

16 **CLASS ALLEGATIONS**

17 **A. The Definition of the Class**

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

- 19 (a) "All current and former employees who were hourly paid employees of
20 Defendant and worked for Defendant in California at any time during the period
21 commencing on the date that is four (4) years prior to the filing of this
22 Complaint and continuing through the present date (the "Class Period")."
- 23 (b) "All persons who were hourly paid employees of Defendant and worked for
24 Defendant in California and left the employ of Defendant at any time during the
25 period commencing on the date that is within one (1) year prior to the filing of
26 this Complaint and continuing through the present date (the "Class Period")."
- 27
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1 18. Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to
2 amend or modify the Class description with greater specificity or further division into
3 subclasses or limitation to particular issues.

4 **B. Maintenance of the Action**

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

8 **C. The Class Requisites**

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

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

- 12 (a) The persons who comprise the Class are so numerous that the joinder of all
13 those persons is impracticable and the disposition of their claims as a Class
14 will benefit the parties and the Court;
- 15 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
16 that are raised in this Complaint are common to the Class and will apply
17 uniformly to every Class member;
- 18 (c) The claims of the representative Plaintiff are typical of the claims of each
19 Class member. Plaintiff, like all Class members, has sustained damages
20 arising from Defendant's violations of the laws of the State of California.
21 Plaintiff, and the Class members, were and are similarly or identically
22 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
23 pattern of misconduct engaged in by the Defendant;
- 24 (d) The representative Plaintiff has, and will continue to, fairly and adequately
25 represent and protect the interests of the Class and has retained counsel
26 who are competent and experienced in class action litigation. There are no
27 material conflicts between the claims of the representative Plaintiff and the
28

1 Class members that would make class certification inappropriate. Counsel
2 for the Class will vigorously assert the claims of all Class members.

3 22. The persons who comprise the Class are so numerous that joining all of them is
4 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
5 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
6 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
7 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
8 Plaintiff are experienced, qualified and generally able to conduct complex class action
9 litigation.

10 23. The Court should permit the action to be maintained as a class action under
11 *Code of Civil Procedure* § 382 because:

- 12 (a) The questions of law and fact common to the Class predominate over any
13 question affecting only individual members;
- 14 (b) A class action is superior to any other available method for fairly and
15 efficiently adjudicating the claims of the Class;
- 16 (c) The Class members are so numerous that it is impractical to bring all of
17 them before the Court;
- 18 (d) Plaintiff and other Class members will not be able to obtain effective and
19 economic legal redress unless the action is maintained as a class action;
- 20 (e) There is a community of interest in obtaining appropriate legal and
21 equitable relief for the statutory violations, and in obtaining adequate
22 compensation for the damages and injuries for which Defendant is
23 responsible in an amount sufficient to adequately compensate the Class
24 members;
- 25 (f) Without Class certification, the prosecution of separate actions by
26 individual Class members would create a risk of:

1 i. Inconsistent or varying adjudications for individual Class members
2 that would establish incompatible standards of conduct for
3 Defendant; and/or,

4 ii. Adjudication for individual Class members that would, as a
5 practical matter, dispose of other non-party members' interests, or
6 that would substantially impair or impede the non-parties' ability
7 to protect their interests, by, for example, potentially exhausting
8 the funds available from Defendant, and

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

12 24. Plaintiff contemplates eventually issuing notice to the proposed Class Members
13 that would set forth the subject and nature of the action. The Defendant's own business records
14 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
15 any further notices may be required, Plaintiff would contemplate using additional media and/or
16 mailing.

17 GENERAL ALLEGATIONS

18 25. At all times material hereto, Defendant has been and is, a restaurant/sandwich
19 shop operating in California.

20 26. Plaintiff and members of the Class were employed as Delivery Drivers and other
21 employees in California at various times during the Class Period.

22 THE CONDUCT

23 27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
24 Plaintiff and members of the Class wages and compensation owed under California law.

25 28. Starting on or about February 1, 2023 and continuing to June 6, 2023, Defendant
26 employed Plaintiff on an hourly basis as a Delivery Driver at Jimmy John's in Riverside,
27 California.

1 29. While employed by Defendant as a Delivery Driver, Plaintiff was paid \$15.50
2 per hour.

3 30. The employment by Defendant of the Class Members, and each them, is
4 governed by Industrial Welfare Commission Wage Order 5, which covers those persons
5 employed in the public housekeeping industry.

6 31. Plaintiff and Class members regularly performed work off-the-clock after their
7 shifts and were not paid therefor. Plaintiff routinely took the trash out, after clocking out of his
8 shift.

9 32. Plaintiff and Class members were routinely not paid minimum wages due to off
10 the clock work.

11 33. As a result of Defendant's failure to pay employees at required minimum wage
12 rates, the wage statements issued to the employees did not comply with *Labor Code* §226 and
13 California Industrial Welfare Commission ("IWC") Wage Order 5 in that they did not
14 accurately reflect all wages earned and due and owing.

15 34. As a further result of Defendant's failure to pay employees at required minimum
16 wage rates due to off the clock work, when the employees left their employ, they were not
17 timely paid all wages due them, as required by *Labor Code* §§ 201, 202 and Wage Order 5.
18 Further, it was the practice of Defendant to not pay employees the final paychecks within the
19 time periods mandated by *Labor Code* §§201, 202 and Wage Order 5.

20 35. Here, Defendant required Plaintiff and the Class to use their personal cell
21 phones and vehicles for work-related purposes, but failed to reimburse them for such use.

22 36. Defendant failed to provide and pay Plaintiff and Class members their sick days.

23 37. Defendant failed to pay Plaintiff and Class members for reporting time pay.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY MINIMUM WAGE DUE TO OFF THE CLOCK WORK**

26 **(Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order 5 By Plaintiff Against**
27 **All Defendants and Does 1 through 100)**

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

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

8 40. *Labor Code* § 1197 states the California requirement that employees must be
9 paid at least the minimum wage fixed by the Commission, and any payment of less than the
10 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving
11 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
12 the full amount of this minimum wage.” IWC Wage Order 6-2001 also obligates employers to
13 pay each employee minimum wages for all hours worked. These minimum wage standards
14 apply to each hour employees worked for which they were not paid. Therefore, an employer’s
15 failure to pay for any particular hour of time worked by an employee is unlawful, even if
16 averaging an employee’s total pay over all hours worked, paid or not, results in an average
17 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
18 (2005).

19 41. Pursuant to Wage Order 5, Defendant is required to pay the members of the
20 Class for all hours worked, meaning the time during which an employee is subject to the
21 control of an employer, including all the time the employee is suffered or permitted to work,
22 whether or not required to do so.

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

1 43. Plaintiff and the Class engaged in post-shift off-the clock activities. Plaintiff
2 and Class members regularly performed work off-the-clock after their shifts and were not paid
3 therefor. Plaintiff routinely clocked out and then took the trash out after he clocked out.

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

9 45. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
10 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
11 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
12 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
13 the time associated with the overtime for which they received no compensation. *See Sillah v.*
14 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
15 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
16 showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*,
17 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

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

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

26 **SECOND CAUSE OF ACTION**

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

28 **ITEMIZED STATEMENTS**

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

2 48. Plaintiff and the Class reallege and incorporate by reference all of the allegations
3 set forth in this Complaint.

4 49. Pursuant to the applicable IWC Wage Orders, Defendant was the employer of
5 Plaintiff and the Class.

6 50. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 5-
7 2001 section 7, Defendant is required to maintain and provide accurate records relating to
8 employee compensation including all formulas and production records used to calculate wages
9 due.

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

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

20 53. Notwithstanding these provisions, Defendant has engaged in a uniform practice
21 of refusing to maintain and provide the accurate records and wage statements required by
22 California law.

23 54. Throughout the Class Period, Defendant intentionally and knowingly provided
24 Plaintiff and other members of the Class with weekly itemized wage statements containing
25 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
26 that the payments owed to Plaintiff and the members of the Class for minimum wages due to
27 off the clock work, sick pay, reporting time pay, were not included in gross wages earned by
28 Plaintiff and members of the Class. Further, Defendant failed to furnish Plaintiff and the Class,

1 upon payment of wages, itemized statements accurately showing the number of hours worked
2 and the rates paid.

3 55. Additionally, the Total Hours Worked on Plaintiff's and Class members' wage
4 statements are not accurate, since the wage statements only include overtime, if worked, or lists
5 "0.00" on pay periods with numerous hours worked. The Total Hours Worked does not include
6 the hours worked for "Driver" which is the employee's base pay.

7 56. Further, Plaintiff and Class members' pay stubs list "DMR" which stands for
8 Driver Mileage Reimbursement, as "Earnings, with no rate listed, and 0.00 Hours listed. As a
9 result, the reimbursements were taxed as wages.

10 57. The item "OVERTIM" is listed on Plaintiff and Class members' wage
11 statements at a supplemental rate. However, the hours are included in the "Total Hours
12 Worked" listed on the wage statements. Thus, it is unclear whether "OVERTIM" is paid at a
13 supplemental rate or not.

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

16 59. Plaintiff and members of the Class were damaged by these failures because,
17 among other things, the failures led them to believe that they were not entitled to minimum
18 wages, sick pay, reporting time pay, even though they were so entitled and these failures
19 hindered them from determining the amounts of wages owed to them.

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

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

25 **THIRD CAUSE OF ACTION**

26 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

27 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**
28

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

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

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

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

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

13 **FOURTH CAUSE OF ACTION**

14 **REIMBURSEMENT OF BUSINESS EXPENSES**

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

16 67. Plaintiff and the Class reallege and incorporate by reference all of the allegations
17 set forth in this Complaint.

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

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

70. 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.

71. 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.

FIFTH CAUSE OF ACTION

**(Failure to Provide Paid Sick Days in Violation of Cal. Labor Code §§246 By Plaintiffs
Against Defendant and Does 1 through 100)**

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

73. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee who...works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.” Additionally, an employee accrues paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment. Labor Code section 246(b).

74. Here, Plaintiff and Class members were employed by Defendant for 30 or more days and were entitled to paid sick days. Also, Plaintiff and Class members began accruing paid sick days since the beginning of each of their respective employment with Defendant.

75. Plaintiff and Class members were not given a correct number of sick days. Plaintiff's paystubs do not show accrual of a proper number of sick hours. Plaintiff's paystubs show 1 hour of "SICK" accrued, but Plaintiff had worked for approximately 4 months, and far over 30 hours from February 2023 until June 2023, with no sick time accrual on most paystubs.

76. Defendant's unlawful conduct alleged herein occurred in the course of employment of Plaintiff and Class members.

77. Because Defendant failed to provide employees with wages for sick time in compliance with the law, Defendant is liable to Plaintiff and Class members for payment at the

1 regular rate of compensation for each sick time period that Defendant did not provide sick pay,
2 pursuant to Labor Code section 246.

3 78. Defendant's unlawful acts deprived Plaintiff and Class members of sick pay in
4 amounts to be determined at trial, and they are entitled to recover these amounts, with interest,
5 attorneys' fees, and costs.

6 **SIXTH CAUSE OF ACTION**

7 **REPORTING TIME PAY**

8 **(Wage Order No. 5 By Plaintiffs against Defendant and Does 1 through 100)**

9 79. Plaintiff and the Class reallege and incorporate by reference all of the allegations
10 set forth in this Complaint.

11 80. Wage Order 5-2001 provides that "[e]ach workday an employee is required to
12 report for work and does report, but is not put to work or is furnished less than half said
13 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
14 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours,
15 at the employee's regular rate of pay, which shall not be less than the minimum wage."

16 81. Defendant had a policy and practice of requiring Plaintiff and Class members to
17 come in to work a shift and then sending them home within the first 2 hours of the shift at least
18 once per month.

19 82. Defendant has not included, and continues not to include, the 2-hour shifts as
20 part of the employee's "scheduled day's work" when calculating reporting time pay. This has
21 resulted in Defendant failing to pay required reporting time pay to Plaintiff and the Class.

22 83. As a direct and proximate results of Defendant's actions as set forth herein,
23 Plaintiff and the Class have been damaged in that Plaintiff and the Class have not been paid all
24 required reporting time pay.

25 **SEVENTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

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

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

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

6 86. The Business & Professions Code defines unfair competition as any unlawful,
7 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
8 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
9 minimum wages due to off the clock work; (2) furnish Plaintiff and the Class with accurate
10 itemized wage statements, (3) pay Plaintiff and the Class wages due when leaving their employ,
11 (4) reimburse business expenses, (5) provide paid sick days and (6) pay reporting time pay, all
12 in violation of Business & Professions Code §§ 17200 *et seq.*

13 87. By and through the unfair and unlawful business practices described herein,
14 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
15 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
16 Plaintiff and the Class.

17 88. All the acts described herein are violations of, among other things, the Labor
18 Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of
19 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
20 thereby constitute unfair and unlawful business practices in violation of Business & Professions
21 Code §§ 17200 *et seq.*

22 89. Plaintiff and the Class are entitled to, and do, seek such relief as may be
23 necessary to restore to them the money and property which Defendant has acquired, or of
24 which Plaintiff and the Class have been deprived by means of the above-described unfair and
25 unlawful business practices.

26 90. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
27 above-described business practices are unfair and unlawful and that injunctive relief should be
28

1 issued restraining Defendant from engaging in any of the above described unfair and unlawful
2 business practices in the future.

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

10 **PRAYER FOR RELIEF**

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

13 1. For compensatory damages in the amount of minimum wages due to Plaintiff
14 and Class Members, according to proof;

15 2. 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.
17 Code Civ. Proc. §2802(c);

18 3. For compensatory damages in the amount of accrued sick pay wages due to
19 Plaintiff and Class Members, according to proof;

20 4. For reporting time pay;

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

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

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

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

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

6 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, according to
7 proof;

8 11. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order 5-
9 2001(14);

10 12. For reasonable costs, including attorneys' fees, in an amount according to proof
11 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 2802 and/or *Cal. Code of Civ. Proc.*
12 §1021.5;

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

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

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

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

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

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff Aidan J. Williams hereby respectfully requests a trial by jury for all claims and
23 issues raised in his Complaint that may be entitled to a jury trial.

24

25 LIPELES LAW GROUP, APC

26 Date: June 3, 2024

27 By: _____

28 Kevin A. Lipeles
 Attorneys for Plaintiff
 Aidan J. Williams