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Attorney for Plaintiff,
RAOUL HENRY ALEXIS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF ALAMEDA**

RAOUL HENRY ALEXIS, an individual,
on his own behalf and on behalf of all
others similarly situated

Plaintiff,

v.

LEADERS IN COMMUNITY
ALTERNATIVES, INCORPORATED, a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
08/08/2024

Chad Finke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

Case No.: 24CV080284

[Assigned for all purposes to Hon. Noel Wise, in
Department 21]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **FAILURE TO PAY OVERTIME (Cal. Labor Code §§ 510, 558, 1194, 1194.3, 1198; Wage Order No. 4)**
2. **FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226);**
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 UNIFORM MAINTENANCE ALLOWANCE (Cal. Labor Code §2802);**
6. **REPORTING TIME PAY (Wage Order No. 4);**
7. **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5);**
8. **UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.); and**
9. **PRIVATE ATTORNEY GENERAL ACT (“PAGA”)**

DEMAND FOR A JURY TRIAL

All allegations in this 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.

Raoul Henry Alexis ("Plaintiff") alleges the following:

1. This is a class action brought under California law by an individual who was employed by Leaders in Community Alternatives, Incorporated ("LCA" or "Defendant") (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, issue accurate wage statements, pay all wages upon termination, reimburse business expenses, provide a uniform maintenance allowance and reporting time pay.

2. Plaintiffs have worked as Custody Employment Specialists and other employees for Defendant 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, spend their workdays as employment specialists and other employees, under illegal and highly regimented circumstances. That regimen results from Defendant's insistence to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay overtime wages due to off the clock work, failing to issue accurate wage statements, failing to pay all wages on termination, failing to reimburse business expenses, failing to pay a uniform maintenance allowance, failing to pay reporting time pay and by using other unlawful stratagems to ensure that labor costs remain artificially low.

4. Plaintiff brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to, overtime wages, wages due to discharged or quitting employees, penalties for failure to provide accurate itemized wage statements, reimbursement of business expenses, monies paid for protective gear, reporting time pay and interest, attorneys' fees, costs, and expenses.

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

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

7. Plaintiff now seeks to amend this Complaint to add a cause of action pursuant to PAGA under Labor Code §§2699 et seq.

JURISDICTION AND VENUE

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

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

THE PARTIES

PLAINTIFF

10. At all times relevant hereto, Plaintiff was:

(a) An individual over age 18 and a resident of Vallejo, California;

- 1 (b) Employed as an hourly employee for Defendant in Fairfield, California;
2 (c) Did not receive overtime wages due to off the clock work in violation of
3 *Labor Code* §§510, 1198 and the applicable 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 paycheck
7 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 a uniform maintenance allowance as required by *Labor*
11 *Code* §2802; and
12 (h) Was not paid reporting time pay in violation of the Applicable IWC Wage
13 Order. Each of these was a violation of the *Labor Code*.

14 **DEFENDANT**

15 11. Plaintiff is informed and believes, and based on that information and belief,
16 alleges, Defendant LCA is, and at all times mentioned herein was:

- 17 (a) A California corporation, with a principal place of business at 160 Franklin
18 Street, Suite 310, Oakland, CA 94607. Defendant has been authorized to
19 do business and has been doing business in the County of Alameda;
20 (b) The former employer of Plaintiff and the current and former employer of
21 the putative Class members;
22 (c) Paid Plaintiff and all Class Members on an hourly basis;
23 (d) Failed to pay Plaintiff and all putative Class members overtime wages;
24 (e) Failed to issue accurate wage statements to Plaintiff and all putative Class
25 Members;
26 (f) Failed to issue final paychecks timely to Plaintiff and all putative Class
27 Members;
28

- (g) Failed to reimburse business expenses to Plaintiff and all putative Class Members;
- (h) Failed to provide a uniform maintenance allowance to Plaintiff and all putative Class Members; and
- (i) Failed to pay reporting time pay to Plaintiff and all putative Class Members. Each of these was a violation of the *Labor Code*.

12. 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.

13. 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 Alameda. 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.

14. Plaintiff is informed and believes, and based on that information and belief alleges, that the Defendants named in this 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.

15. Plaintiff is informed and believes, and based on that information and belief alleges, that Defendants named in this 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.

1 **B. Maintenance of the Action**

2 20. Plaintiff brings this action individually and on behalf of himself and as
3 representative of all similarly situated persons under *Business & Professions Code* §§ 17203 and
4 17204 and *Code of Civil Procedure* § 382.

5 **C. The Class Requisites**

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

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

9 (a) The persons who comprise the Class are so numerous that the joinder of all
10 those persons is impracticable and the disposition of their claims as a Class
11 will benefit the parties and the Court;

12 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
13 that are raised in this Complaint are common to the Class and will apply
14 uniformly to every Class member;

15 (c) The claims of the representative Plaintiff are typical of the claims of each
16 Class member. Plaintiff, like all Class members, has sustained damages
17 arising from Defendant's violations of the laws of the State of California.
18 Plaintiff, and the Class members, were and are similarly or identically
19 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
20 pattern of misconduct engaged in by the Defendant;

21 (d) The representative Plaintiff has, and will continue to, fairly and adequately
22 represent and protect the interests of the Class and has retained counsel who
23 are competent and experienced in class action litigation. There are no
24 material conflicts between the claims of the representative Plaintiff and the
25 Class members that would make class certification inappropriate. Counsel
26 for the Class will vigorously assert the claims of all Class members.

27 23. The persons who comprise the Class are so numerous that joining all of them is
28 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.

1 24. Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to
2 represent. Plaintiff will fairly and adequately protect the interests of the Class he seeks to
3 represent. Plaintiff does not have any interests that are antagonistic to the Class he seeks to
4 represent. Counsel for Plaintiff are experienced, qualified and generally able to conduct complex
5 class action litigation.

6 25. The Court should permit the action to be maintained as a class action under *Code*
7 *of Civil Procedure* § 382 because:

- 8 (a) The questions of law and fact common to the Class predominate over any
9 question affecting only individual members;
- 10 (b) A class action is superior to any other available method for fairly and
11 efficiently adjudicating the claims of the Class;
- 12 (c) The Class members are so numerous that it is impractical to bring all of
13 them before the Court;
- 14 (d) Plaintiff and other Class members will not be able to obtain effective and
15 economic legal redress unless the action is maintained as a class action;
- 16 (e) There is a community of interest in obtaining appropriate legal and
17 equitable relief for the statutory violations, and in obtaining adequate
18 compensation for the damages and injuries for which Defendant is
19 responsible in an amount sufficient to adequately compensate the Class
20 members;
- 21 (f) Without Class certification, the prosecution of separate actions by
22 individual Class members would create a risk of:
 - 23 i. Inconsistent or varying adjudications for individual Class members
24 that would establish incompatible standards of conduct for
25 Defendant; and/or,
 - 26 ii. Adjudication for individual Class members that would, as a
27 practical matter, dispose of other non-party members' interests, or
28 that would substantially impair or impede the non-parties' ability to

1 protect their interests, by, for example, potentially exhausting the
2 funds available from Defendant, and

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

6 26. Plaintiff contemplates eventually issuing notice to the proposed Class Members
7 that would set forth the subject and nature of the action. Defendant's own business records may
8 be utilized for assisting in preparing and issuing the contemplated notice. To the extent that any
9 further notice may be required, Plaintiff would contemplate using additional media and/or
10 mailing.

11 GENERAL ALLEGATIONS

12 27. At all times material hereto, Defendant has been and is, a leading provider of
13 criminal justice programs and services operating in California.

14 28. Plaintiff and members of the Class were employed as In Custody Employment
15 Specialists and other employees in California at various times during the Class Period.

16 THE CONDUCT

17 29. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
18 Plaintiff and members of the Class wages and compensation owed under California law.

19 30. Starting on or about March 4, 2020, and continuing to November 15, 2023,
20 Defendant employed Plaintiff on an hourly basis as an Custody Employment Specialist for LCA
21 in Fairfield, California.

22 31. While employed by Defendant as an In Custody Employment Specialist, Plaintiff
23 was paid \$31.00 per hour.

24 32. The employment by Defendant of the Class Members, and each them, is governed
25 by Industrial Welfare Commission Wage Order 4, which covers those persons employed in the
26 professional, technical, clerical, mechanical and similar occupations.

27 33. Plaintiff and Class members regularly performed work off-the-clock before their
28 shifts and were not paid therefor. Plaintiff and Class members were not allowed to clock in early

1 on Paylocity on either their personal cell phones or on their desktop work computers. Plaintiff
2 routinely arrived between 2-5 minutes prior to the start of his shift and started working
3 immediately prior to clocking in for his shift.

4 34. Plaintiff and Class members were routinely not paid overtime wages due to off the
5 clock work. Further, when Plaintiff and Class members worked overtime hours they were not
6 paid 1.5 times their base rates.

7 35. As a result of Defendant's failure to pay employees at required overtime wage
8 rates, the wage statements issued to the employees did not comply with *Labor Code* §226 and
9 California Industrial Welfare Commission ("IWC") Wage Order 4 in that they did not accurately
10 reflect all wages earned and due and owing.

11 36. As a further result of Defendant's failure to pay employees at required overtime
12 wage rates due to off the clock work, when the employees left their employ, they were not timely
13 paid all wages due them, as required by *Labor Code* §§ 201, 202 and Wage Order 4. Further, it
14 was the practice of Defendant to not pay employees the final paychecks within the time periods
15 mandated by *Labor Code* §§201, 202 and Wage Order 4.

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

18 38. Defendant failed to provide and pay Plaintiff and Class members for their required
19 protective gear.

20 39. Defendant failed to pay Plaintiff and Class members for reporting time pay.

21 40. Defendant failed to allow Plaintiff and Class members to inspect their employment
22 records.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME WAGE**

25 **(Labor Code §§ 510, 558, 1194, 1194.3, 1198, IWC Wage Order 4 By Plaintiff Against All**
26 **Defendants and Does 1 through 100)**

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

1 42. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab. Code
2 §§510, 1194, and 1198, and IWC Wage Order No. 4, Defendant was required to compensate
3 Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight
4 (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh
5 (7th) consecutive day of any work week.

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

10 44. Pursuant to IWC Wage Order No. 4-2001, § 3, "Employment beyond eight (8)
11 hours in any workday is permissible provided the employee is compensated for such overtime at
12 not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
13 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday...

14 45. California Labor Code section 558 provides in pertinent part:

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

19 (1) For any initial violation, fifty dollars (\$50) for each underpaid
20 employee for each pay period for which the employee was underpaid in
21 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
25 wages.

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

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

46. Throughout Plaintiff's employment, Plaintiff worked overtime hours and was not
paid at the rate of one- and one-half times his base rate.

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47. Further, Defendant required Plaintiff and the Class to regularly perform compensable tasks pre-shift off-the-clock for which they did not receive any compensation. Specifically, Plaintiff and Class members were not allowed to clock in early on Paylocity on either their personal cell phones or on their desktop work computers. Plaintiff routinely arrived between 2-5 minutes prior to the start of his shift and started working immediately prior to clocking in for his shift.

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

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

50. 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

FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE

ITEMIZED STATEMENTS

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

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

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

53. Pursuant to California Labor Code sections 226, and Wage Order 4-2001 section 7, Defendant is required to maintain and provide accurate records relating to employee compensation including all formulas and production records used to calculate wages due.

54. Defendant is further required to provide, *inter alia*, semimonthly or at the time of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which the

employee is being paid; (5) the name of the employee; and (6) the name and address of the legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

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

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

57. Throughout the Class Period, Defendant intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime wages due to off the clock work and reporting time pay, were not included in gross wages earned by Plaintiff and members of the Class. Further, Defendant failed to furnish Plaintiff and the Class, upon payment of wages, itemized statements accurately showing the number of hours worked and the rates paid.

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

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

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

61. 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.

1 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

14 66. Further, Plaintiff received his final paycheck 1 week after his resignation.

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

17 **FOURTH CAUSE OF ACTION**

18 **REIMBURSEMENT OF BUSINESS EXPENSES**

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

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

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

24 70. At all times relevant herein, Defendant was aware that Plaintiff and Class
25 members were using their personal cell phones and vehicles for business, but failed to indemnify
26 Plaintiff and Class members for all their business-related expenses, including wear and tear
27 expenses, in accordance with Labor Code §2802. Plaintiff and the Class were required to use their
28 cell phones to text and call their supervisors and for clocking in and out on Paylocity every day.

71. Further, Plaintiff and Class members used their personal vehicles to transport files to LCA's office. 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 cell phones and vehicles for work-related purposes.

72. 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.

73. 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 Uniform Maintenance Allowance in Violation of Cal. Labor Code
§2802 By Plaintiffs Against Defendant and Does 1 through 100)**

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

75. Under California law, if an employer requires employees to wear a uniform, the employer must pay for and maintain the uniform for the employee. Labor Code §2802.

76. An employer may never impose a financial burden on employees, with respect to paying for and maintaining clothing, which would reduce the employees' wage rate below the minimum wage.

77. Here, Defendant required Plaintiff and Class members to wear protective gear such as masks and to use hand sanitizer but failed to provide Plaintiff and Class members with that protective gear.

78. Defendant failed to reimburse Plaintiff and members of the Class for their protective gear.

/ / /

79. As a proximate result of the aforementioned violations of Labor Code § 2802, Plaintiff and members of the Class have been damaged in an amount according to proof at the time of trial.

80. As a proximate result of the aforementioned violations of § 2802, Plaintiff and members of the Class are entitled to recovery from Defendant for reimbursement of necessary expenditures, including interest and attorneys' fees.

SIXTH CAUSE OF ACTION

REPORTING TIME PAY

(Wage Order No. 4 By Plaintiffs against Defendant and Does 1 through 100)

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

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

83. Defendant had a policy and practice of not informing Plaintiff and Class members of holidays and Plaintiff and Class members would report for their shifts on those days. On one occasion, Plaintiff was locked in the facility for 1 hour before being able to go home.

84. This has resulted in Defendant failing to pay the required reporting time pay to Plaintiff and the Class.

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

SEVENTH CAUSE OF ACTION

(Failure to Allow Inspection of Employment Records in Violation of *Labor Code* §1198.5)

By Plaintiffs against Defendant and Does 1 through 100)

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

3 87. California Labor Code Section 1198.5 provides:

4 (a) Every current and former employee, or his or her representative, has the right
5 to inspect and receive a copy of the personnel records that the employer
6 maintains relating to the employee's performance or to any grievance
concerning the employee.

7 (b) The employer shall make the contents of those personnel records available
8 for inspection to the current or former employee, or his or her representative,
9 at reasonable intervals and at reasonable times, but not later than 30 calendar
10 days from the date the employer receives a written request, unless the current
11 or former employee, or his or her representative, and the employer agree in
12 writing to a date beyond 30 calendar days to inspect the records, and the
13 agreed-upon date does not exceed 35 calendar days from the employer's
receipt of the written request to inspect the records. Upon a 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...

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

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

20 88. Additionally, pursuant to Wage Order 4, at section 7 re: Records, employers are
21 required to keep accurate payroll records on each employee, and such records must be made
22 readily available for inspection by the employee upon reasonable request. The employer must
23 also maintain accurate production records.

24 89. On or about May 29, 2024, Plaintiff' counsel issued a written request to Defendant
25 for copies of his personnel records.

26 90. Under California Labor Code Sections 226, 432 and 1198.5, such records were to
27 include all records relating to Plaintiff's hours worked, wage statements and compensation.
28 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for

1 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
2 records.

3 91. As a direct result and consequence of Defendant's failure and refusal to permit
4 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or decree
5 mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a result of
6 Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of
7 \$750 based upon Defendants' violation of §1198.

8 **EIGHTH CAUSE OF ACTION**

9 **(Unfair Competition in Violation of Business & Professions Code §§ 17200 *et seq.* By**
10 **Plaintiffs Against Defendant and Does 1 through 100)**

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

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

16 94. The Business & Professions Code defines unfair competition as any unlawful,
17 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
18 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
19 overtime wages; (2) furnish Plaintiff and the Class with accurate itemized wage statements, (3)
20 pay Plaintiff and the Class wages due when leaving their employ, (4) reimburse business
21 expenses, (5) provide a uniform maintenance allowance;(6) pay reporting time pay and (7)
22 providing and allowing inspection of personnel records, all in violation of Business & Professions
23 Code §§ 17200 *et seq.*

24 95. By and through the unfair and unlawful business practices described herein,
25 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
26 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
27 Plaintiff and the Class.

28 ///

1 96. All the acts described herein are violations of, among other things, the Labor Code
2 and applicable Industrial Commission Wage Orders, are unlawful and in violation of public
3 policy; and in addition, are immoral, unethical, oppressive, and unscrupulous, and thereby
4 constitute unfair and unlawful business practices in violation of Business & Professions Code §§
5 17200 et seq.

6 97. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary
7 to restore to them the money and property which Defendant has acquired, or of which Plaintiff
8 and the Class have been deprived by means of the above-described unfair and unlawful business
9 practices.

10 98. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
11 above-described business practices are unfair and unlawful and that injunctive relief should be
12 issued restraining Defendant from engaging in any of the above-described unfair and unlawful
13 business practices in the future.

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

20 **NINTH CAUSE OF ACTION**

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

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

24 101. Plaintiff brings this action on his own behalf and on behalf of all current and
25 former employees of Defendants who were employed in California for the previous four years
26 seeking to recover unpaid wages, including but not limited to unpaid overtime, unreimbursed
27 business expenses, and waiting time penalty violations as set forth in this pleading.

28 ///

1 102. On May 28, 2024, Plaintiff, pursuant to California Labor Code §§2699, et seq., by
2 and through his attorneys, uploaded a Private Attorney General Act (“PAGA”) claim to the State
3 of California Labor and Workforce Development Agency (“LWDA”) and sent a letter via
4 Certified Mail Return Receipt Requested to the defendant.

5 103. More than 65 days have passed since the above letter, and Plaintiff’s counsel has
6 not received any notice from the LWDA stating an intention to prosecute Plaintiff’s PAGA
7 claims.

8 104. Plaintiff has complied with the administrative exhaustion requirements of PAGA.

9 105. Plaintiff seeks Labor Code penalties, attorney’s fees, and costs, in an amount
10 according to proof at trial, as provided by the Labor Code Private Attorney General Act.

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 overtime wages due to Plaintiff and
14 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. Code
17 Civ. Proc. §2802(c);

18 3. For compensatory damages in the amount of Plaintiff and Class members’ uniform
19 and maintenance expenses, costs and attorneys’ fees pursuant to Cal. Code Civ. Proc. §2802(c);

20 4. For reporting time pay;

21 5. For an award of consequential damages in Plaintiff and Class Members’ favor and
22 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 to
25 *Cal. Lab. Code* §203, in an amount equal to his and Class members’ respective daily rates of pay
26 at the time of termination or layoff, multiplied by the total amount of days elapsed between the
27 date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up
28 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 overtime wages from the
4 date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a), according
5 to proof;

6 10. For injunctive relief requiring Defendant to comply with Labor Code
7 1198.5(b)(1);

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

10 12. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order 4-
11 2001(14);

12 13. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
13 according to proof;

14 14. For reasonable costs, including attorneys' fees, in an amount according to proof
15 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5, 2802 and/or *Cal. Code of Civ.*
16 *Proc.* §1021.5;

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

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

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

23 18. For punitive and exemplary damages in a sum to be determined at trial; and

24 19. For such other and further relief as the Court deems just and proper.

25 LIPELES LAW GROUP, APC

26 Date: August 8, 2024

27 By:  _____

28 Jasmine J. Badawi

 Attorneys for Plaintiff, Raoul Henry Alexis