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Attorneys for Plaintiff ISIAIAH MORALES, on behalf
of himself and others similarly situated

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

ISIAIAH MORALES, an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

CERTUS PEST, INC., a Delaware stock
corporation; GOPHER PATROL, a
California business entity form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV11212

CLASS ACTION

Assigned for All Purposes To:

Hon. Stuart M. Rice

Dept.: 1

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq*, and
12. Penalties under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Original Complaint Filed: May 3, 2024

Trial Date: None Set

07/09/2024

David W. Slayton, Executive Officer / Clerk of Court

By: F. Sims Deputy

1 Plaintiff ISALAH MORALES (hereinafter “Plaintiff”), on behalf of himself and other
2 similarly situated non-exempt, hourly employees employed by Defendants within the state of
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),
4 complains of Defendants, and each of them, as follows:

5 INTRODUCTION

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who, at any time from four years prior to the filing of
8 this lawsuit, are or were employed as non-exempt, hourly employees, including those employed as
9 wildlife technicians, pest control technicians, and in similar and in similar and related positions, by
10 Defendants CERTUS PEST, INC., a Delaware stock corporation, GOPHER PATROL, a
11 California business entity form unknown, and DOES 1 through 50, inclusive (all defendants being
12 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
13 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
14 Welfare Commission (“IWC”), and the California Business & Professions Code, and seeks redress
15 for these violations.

16 2. Plaintiff and the Class Members worked as hourly, non-exempt Employees for
17 Defendants in positions generally pertaining to providing pest control services to Defendants’
18 clients. Plaintiff, and upon information and belief the other similarly situated Employees in the
19 Class, were required to perform work tasks based out of the client-designated locations in
20 California. Plaintiff was employed by Defendants as a wildlife technician, and Defendants tasked
21 him with duties that included assisting the pest control technician with job duties and tasks.

22 3. Defendants employed other similarly situated Employees in similar and related
23 positions based out of the client-designated locations throughout California. Plaintiff and the other
24 similarly situated Class Members worked at Defendants’ behest without being paid all wages due
25 and without being provided all required breaks. More specifically, Plaintiff and the other similarly
26 situated Class Members were employed by Defendants and (1) shared similar job duties and
27 responsibilities, (2) were subjected to the same policies and practices, and (3) endured similar
28 violations at Defendants’ hands.

1 4. Defendants required Plaintiff and the Employees in the Class to work off the clock
2 and failed to accurately record the hours they were on the clock, failed to pay them at the
3 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
4 resignation, and failed to provide Plaintiff and Class Members with accurate itemized wage
5 statements that prevented them from learning of these unlawful pay practices. Defendants also
6 failed to provide Plaintiff and the Class with lawful meal and rest periods, as Employees were
7 required to remain under Defendants' control and were not provided with the opportunity to take
8 full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and
9 the applicable paragraphs of the IWC Wage Orders.

10 5. Defendant CERTUS PEST, INC. is a Delaware stock corporation that lists its
11 principal address in Orlando, Florida and does not list a California office with the California
12 Secretary of State. It lists several registered corporate agents who list addresses in Sacramento,
13 California, and in Sacramento County. Certus Pest, Inc. ("Certus ") lists its type of business as
14 "Management Company." The wage statements issued to Plaintiff list "CERTUS PEST, INC." as
15 his employer with an address in Tampa, Florida that differs from its principal address listed with
16 the California Secretary of State. Defendants' failure to accurately list the employer and its
17 address on the wage statements issued to Plaintiff and the Class Members is evidence of
18 Defendants' systematic and ongoing facial violation of Labor Code § 226(a)(8). Upon information
19 and belief, CERTUS PEST, INC. does business in Southern California as GOPHER PATROL
20 whether as a fictitious business name or as a related entity.

21 6. Defendant GOPHER PATROL is a California business entity, form unknown,
22 which is not listed with the California Secretary of State and provides no headquarters or
23 California office locations from which it conducts business in California. Upon information and
24 belief, Defendant CERTUS PEST, INC. does business in California as GOPHER PATROL. The
25 website for GOPHER PATROL explains that it "has been performing gopher and rodent control
26 services in the Southern California community for over 20 years...We specialize in gopher and
27 rodent control services, residential pest control, and commercial pest control. We offer gopher
28 extermination, rodent trapping and exclusion, mole control, ant and general pest control, bird

1 removal, and squirrel extermination.” Additionally, the website describes GOPHER PATROL’s
2 “Pest Control Services in Los Angeles, CA” and explains that: “With pride, Gopher Patrol extends
3 its rodent, pest, and gopher control and removal services to many neighborhoods in Los
4 Angeles...” Whether GOPHER PATROL is a fictitious business name for CERTUS PEST, INC.
5 or is an assignee, successor, predecessor, sub-entity, or is otherwise related to CERTUS PEST,
6 INC., the two entities upon information and belief jointly employed and employ Plaintiff and the
7 Class members during the relevant period.

8 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
10 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
11 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
12 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
13 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
14 County and Defendants have not listed a principal California address. Defendants also employ
15 Class Members in Los Angeles County and throughout California and tout the service they
16 provide to the Los Angeles area.

17 8. The true names and capacities, whether individual, corporate, associate, or
18 whatever else of the Defendants sued herein as Does 1 through 50, inclusive, are currently
19 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
20 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
21 designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some
22 manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this
23 Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1
24 through 50 when their identities become known.

25 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
26 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
27 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
28 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in

1 all respects as the employers or joint employers of Employees. Defendants, and each of them,
2 exercised control over the wages, hours, or working conditions of Employees, created and
3 implemented the policies and practices that governed the employment of Plaintiff and the Class
4 Members and dictated their job duties and responsibilities, or otherwise suffered or permitted
5 Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a
6 common law employment relationship with the Employee Class Members. Therefore, Defendants,
7 and each of them, employed or jointly employed the Employee Class Members.

8 **FACTUAL BACKGROUND**

9 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
10 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission
11 (“IWC”). During the period of four years prior to the filing of this action through its resolution,
12 the Employee Class Members were employed by Defendants and worked in non-exempt
13 positions at the direction of Defendants in the State of California. Plaintiff and the Class
14 Members were either not paid by Defendants for all hours worked or were not paid at the
15 appropriate minimum, regular, and overtime rates. Plaintiff also contends that Defendants failed
16 to pay Plaintiff and the Class Members all wages due and owing, including compensation for off-
17 the-clock work, uncompliant meal and rest breaks, and Defendants’ failure to furnish accurate
18 wage statements, all in violation of various provisions of the California Labor Code and
19 applicable paragraphs of the IWC Wage Orders.

20 11. During the course of Plaintiff and the Class Members’ employment with
21 Defendants, they were not paid all wages they were owed, including for all work performed
22 (resulting in “off the clock” work) and for all their overtime hours worked, and they were not
23 paid at the required rates for overtime. This has resulted in systematic and ongoing violations of
24 the California Labor Code and relevant IWC Wage Orders. Upon information and belief,
25 Defendants employ other non-exempt, hourly employees as wildlife technicians, pest control
26 technicians, and in similar and related positions based out of their client-designated locations
27 throughout California.

28 ///

1 12. Plaintiff was generally scheduled to work five days per week for six to ten hours
2 per shift, with shift times generally spanning from 4:30 a.m. through 3:00 p.m. On many
3 occasions, Plaintiff was also required to work longer shifts with an additional hour or two hours
4 worked if it was approved by Defendants to be paid at overtime premium rates. However,
5 Plaintiff was required by Defendants to endure substantial off-the-clock work before and after his
6 scheduled shift hours.

7 13. Defendants' policy and practice of requiring systematic off-the-clock work flowed
8 in part from their unlawful timekeeping procedures. Defendants required timekeeping entries to
9 be inputted into the ADP application on their personal cellular devices. While the payroll
10 application was able to record Plaintiff's and Class Members' actual hours worked, their actual
11 hours worked were not contemporaneously recorded. Defendants required time punch records for
12 shift start and end times but would later modify the hours that had been inputted to reflect that
13 meal periods were lawfully provided and complaint. Defendants would also modify hours so that
14 time records reflected that Plaintiff worked less than ten hours to avoid the Labor Code
15 requirement to provide a second meal period on shifts over ten hours.

16 14. Defendants informed Plaintiff that he was able to leave work earlier if he waived
17 his first meal period. As a result, Plaintiff did not clock out for meal periods and generally
18 worked through the entirety of most of his shifts without breaks. However, Defendants would
19 later modify Plaintiff's timesheets to reflect that a compliant, thirty-minute meal period was taken
20 before Plaintiff's fifth hour of work. Therefore, Defendants modified Plaintiff's and, upon
21 information and belief, Class Members' timesheets and would deduct at least 30 minutes of hours
22 worked from each Employee's daily work shifts, despite the fact that meal periods were generally
23 not lawfully provided, if at all. Upon information and belief, Defendants did so to avoid incurring
24 and paying meal period premium penalty wages.

25 15. Upon information and belief, Defendants also modified Plaintiff's and Class
26 Members' hours when they worked shifts for more than ten hours to reflect that Plaintiff worked
27 less than ten hours in a systematic and ongoing effort to avoid incurring and paying meal period
28 premium penalty wages for a second meal period.

1 16. Throughout Plaintiff's employment with Defendant, Plaintiff was required to drive
2 to client-designated locations to perform his required job duties, which would often take
3 anywhere from 45 minutes to an hour and a half. During the first couple of months of Plaintiff's
4 employment with Defendant, Defendants required Plaintiff to clock in after driving for about 30
5 minutes from home. During Plaintiff's remaining time with Defendants, Defendants instructed
6 Plaintiff and Class Members to clock in upon arriving at the designated work location. However,
7 under this system, Plaintiff and Class Members endured many hours of unpaid travel time when
8 they were under Defendants' control and were not free to pursue their own desired activities.
9 Furthermore, Defendants instructed Plaintiff to clock out at the last work destination/stop of each
10 shift, and Defendant's timekeeping policies did not account for travel time following Plaintiff's
11 last destination/stop. Defendants should have paid Employees for both their time during such
12 required transportation to job sites.

13 17. Defendants' managers also contacted Plaintiff by calling his cell phone regarding
14 work-related matters and scheduling, and would do so both throughout the work day and after
15 work hours. When Plaintiff's was off-the-clock, Defendants' managers would call Plaintiff and
16 ask if he was clocked in, and even though Plaintiff would let them know that he was off the clock,
17 Defendants' managers continued inquiring about work-related matters and scheduling.
18 Defendant's did not compensate Plaintiff for this off-the-clock work, and upon information and
19 belief did the same in connection with Plaintiff's co-workers.

20 18. Overtime hours generally required Defendants' approval. However, as addressed
21 above, Defendants frequently modified Plaintiff and Class Member's hours to reflect they worked
22 fewer hours despite approving these hours as overtime. Additionally, Defendants paid Plaintiff
23 and the Class Members performance-based bonuses when they attained production related goals.
24 To whatever extent Defendants paid bonuses and any other form of remuneration to Employees
25 in the Class, such as shift differentials and the like, Defendants failed to include it in the regular
26 rate used to calculate and pay the overtime that Defendants did pay.

27 19. Defendants also failed to pay all wages due and owing at termination or
28 resignation. Defendants particularly failed to provide Plaintiff with his final paycheck within 72

1 hours of his last day of work, and Defendants justified this by explaining that the company zeroed
2 out his final paycheck because he was “negative” on his PTO. Plaintiff estimates that he was
3 accruing 72 hours of PTO per year, however, the available paystubs did not reflect any PTO
4 accrual balance or pay. Plaintiff, and upon information and belief the other Class Members, are
5 therefore likely entitled to waiting time penalties under California Labor Code § 203, which
6 penalties are sought herein on behalf of these Class Members.

7 20. Plaintiff was therefore not paid for all his hours worked at the required minimum,
8 overtime, and double time wage rates due to Defendants’ uniformly applied and unlawful policy
9 and practice of requiring him to work off the clock and without pay. Defendants systematically
10 underpaid Plaintiff and the Class Members by failing to pay them at the required overtime rates
11 for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a
12 day at the required double time rate. Upon information and belief, the Class Members were bound
13 by similar scheduling and timekeeping policies and endured similar violations at Defendants’
14 hands as Plaintiff.

15 21. Defendants have either failed to maintain timekeeping records for Plaintiff that
16 would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants
17 required and the actual hours Plaintiff worked or the breaks he received or have otherwise
18 declined to produce them to Plaintiff in response to a timely and lawful records request. By
19 failing to pay for all hours worked, and by under-recording regular hours to the detriment of the
20 Class Members, Defendants have committed knowing and intentional ongoing violations of the
21 record-keeping requirements under the Labor Code, including section 1174, by either failing to
22 maintain records or retaining inaccurate ones.

23 22. The failure to pay for all hours worked and underpayment of wages to Plaintiff
24 and the Class Members is and has been a direct consequence of Defendants’ unlawful
25 compensation policies and practices, which upon information and belief applied uniformly to the
26 Class Members working based out of the client-designated locations throughout California. As a
27 result of the above-described unlawful requirements to work off the clock, the failure to
28 accurately record all hours worked and pay wages at the correct rates, and the other wage

1 violations they endured at Defendants' hands, Plaintiff and the Class Members were not properly
2 paid all wages earned and all wages owed to them by Defendants, including when working more
3 than eight hours in any given day and/or more than forty hours in any given week.

4 23. Therefore, from at least four years prior to the filing of this lawsuit and continuing
5 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
6 hours worked and failing to pay minimum wages for all time worked, as required by California
7 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
8 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
9 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
10 week and double-time rates for all hours worked in excess of twelve hours a day, in violation of
11 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

12 24. Defendants also failed to provide Plaintiff and the Class Members with their
13 required meal periods and the at least two ten-minute rest breaks as required at a minimum for
14 Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to
15 Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class
16 Members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).
17 Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to
18 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
19 IWC Wage Order(s).

20 25. More specifically, Plaintiff worked shifts that entitled him to at least one meal
21 period, but as addressed above, Defendants' managers informed Plaintiff that he was able to leave
22 work earlier if he waived his first meal period. As a result, Plaintiff did not clock out for meal
23 periods and generally worked through most of his shifts. However, Defendants would later modify
24 Plaintiff's timesheets to reflect that a thirty-minute meal period was taken before Plaintiff's fifth
25 hour of work, resulting in a 30-minute deduction of Plaintiff's total hours worked. Defendants
26 modified Plaintiff and Class Member's timesheets to reflect that compliant meal breaks were taken
27 without regard to whether they were actually taken on time or for the full duration or were
28 interrupted by work requirements.

1 26. Defendants also failed to provide Plaintiff with second meal periods when he
2 worked shifts of more than ten hours. Upon information and belief, when Plaintiff worked over ten
3 hours and did not receive a second meal period, Defendants would also manipulate Plaintiff's
4 submitted timesheets to reflect that Plaintiff worked less than ten hours to avoid incurring and
5 paying meal period premiums.

6 27. Therefore, meal period violations systematically occurred ongoing throughout all
7 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
8 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
9 To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all
10 forms of remuneration beyond hourly wages including bonuses and shift differentials and the like
11 in the regular hourly rate used to pay the one-hour premium payment. Upon information and
12 belief, the other Class Members were subjected to similar unlawful policies and practices and
13 endured similar violations as Plaintiff.

14 28. Defendants thus failed to provide all the legally required unpaid, off-duty meal
15 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
16 Members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
17 Members were required to perform work as ordered by Defendants for more than five hours
18 during a shift without receiving compliant meal periods.

19 29. Upon information and belief, Defendants' systems did not automatically generate a
20 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
21 into a work shift or in the event the time punch records reflected a meal period of less than thirty
22 minutes. However, upon information and belief, in the event Defendants did pay any meal period
23 premiums, they did so at the employee's customary regular rate of hourly compensation without
24 including all forms of remuneration in that hourly rate calculation, for example by omitting
25 performance-based bonuses and the like from the rate at which meal premiums were paid.

26 30. As a result, Defendants' failure to provide Plaintiff and the Class Members with all
27 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
28 periods is and will be evidenced by Defendants' business records, or lack thereof. As further

1 detailed above, Defendants also failed to pay Employees “premium pay,” i.e. one hour of wages at
2 each Employee’s effective regular hourly rate of compensation for each meal period or rest break
3 that Defendants failed to provide or deficiently provided.

4 31. Therefore, for at least four years prior to the filing of this action and through to the
5 present, Plaintiff and the Class Members were unable to take off-duty breaks or were otherwise
6 not provided with the opportunity to take required breaks as required under the Labor Code and
7 Wage Orders due to Defendants’ policies and practices. Meal period violations thus occurred in
8 one or more of the following manners:

- 9 (a) Class Members were not provided full thirty-minute duty free meal periods
10 for work days in excess of five hours and were not compensated one hour’s
11 wages in lieu thereof, or were not compensated at the correct regular rate
12 of compensation, all in violation of, among others, Labor Code §§ 226.7,
13 512, and the applicable Industrial Welfare Commission Wage Order(s);
- 14 (b) Class Members were not provided second full thirty-minute duty free meal
15 periods for work days in excess of ten hours;
- 16 (c) Class Members were required to work through at least part of their daily
17 meal period(s);
- 18 (d) Meal periods were provided after five hours of continuous work during a
19 shift; and
- 20 (e) Class Members were restricted in their ability to take a full thirty-minute
21 meal period.

22 32. Similar violations resulted from Defendants’ failure to authorize and permit
23 Plaintiff and the Class Members to take duty-free, net ten minute rest breaks for every four hours
24 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class Members
25 were either not authorized permitted the opportunity to take a rest break, or were required to
26 remain under Defendants’ control and respond to calls and instructions from management and job
27 and client demands if and when they even attempted to take one.

1 33. Rest breaks were neither scheduled nor contemplated by Defendants. During
2 Plaintiff's entire employment duration with Defendants, he cannot recall a time when he took a
3 break, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free ten-
4 minute rest breaks during each of his work shifts. As detailed above, in addition to failing to
5 authorize and permit rest breaks, Defendants unlawfully deducted up to 30 minutes for meal
6 periods that were rarely provided or otherwise received without violation.

7 34. Defendants' uniformly applied policies and practices thus resulted in untimely and
8 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
9 Members worked shifts of at least eight hours, which required at least two rest breaks, and often
10 worked shifts over ten hours, which required at least three rest breaks. Defendants also failed to
11 authorize and permit second and third meal periods.

12 35. During rest periods, employers must relieve employees of all duties and relinquish
13 control over how employees spend their time. Plaintiff and the Class Members were and are
14 under Defendants' control when they are working through rest breaks and remaining under
15 Defendants' control. Plaintiff and the Employees in the Class were thus not authorized and
16 permitted to take lawful rest periods, were systematically required by Defendants to work through
17 or during breaks, and were not provided with one hour's wages in lieu thereof. They were
18 required to remain on duty during breaks or portions of their breaks, thus making them either
19 untimely or shortened and on-duty and they were also prevented from leaving the premises and
20 otherwise required to remain under Defendants' control during rest breaks under Defendants'
21 uniformly applied policies and practices. Rest period violations therefore arose in one or more of
22 the following manners:

- 23 (a) Class Members were required to work without being provided a minimum
24 ten minute rest period for every four hours or major fraction thereof worked
25 and were not compensated one hour of pay at their regular rate of
26 compensation for each workday that a rest period was not provided;
- 27 (b) Class Members were not authorized and permitted to take timely rest periods
28 for every four hours worked, or major fraction thereof; and

1 (c) Class Members were required to remain on-duty and under Defendants'
2 control during rest periods or otherwise had their rest periods interrupted by
3 work demands.

4 36. From at least four years prior to the filing of this lawsuit and continuing to the
5 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
6 deducting the Employees' earned wages, including by the above-described off-the-clock work and
7 on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest
8 breaks, Defendants unlawfully deducted up to 30 additional minutes for meal periods that were
9 rarely provided or otherwise received without violation. Thus, by deducting 30 minutes for a meal
10 period that was generally not lawfully provided if at all, Defendants effectively and unlawfully
11 deducted at least 30 minutes of hours worked from each Employee's daily work shifts.
12 Defendants' managers would also move Plaintiffs' clock-out times to earlier times as much as
13 needed to offset any unapproved overtime or to avoid incurring and paying meal period premiums.
14 By not compensating Employees for all hours worked, Defendants unlawfully deducted wages
15 earned in violation of Labor Code § 221.

16 37. Defendants also violated California Labor Code § 246 by not providing all
17 required paid sick days to Plaintiff and the Class Members. Labor Code § 246 provides that an
18 Employee who "works in California for the same employer for 30 or more days within a year
19 from the commencement of employment is entitled to paid sick days as specified in this section."
20 Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their
21 required and earned sick days, in violation of Labor Code § 246. Additionally and upon
22 information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to
23 the Class Members during the relevant time period, including by failing to provide two work
24 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and
25 248.2 and including damages and penalties as these sections are enforced through Labor Code §
26 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid
27 sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250),
28 whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars

1 (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seeks this relief
2 available for Defendants’ failure to provide Employees with all their required and earned sick
3 days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1,
4 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246,
5 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees
6 and costs pursuant to Labor Code § 2699(g)(1).

7 38. Upon information and belief, Defendants also failed to provide Employees such as
8 Plaintiff at the time of his employment and thereafter with written notice complying with all the
9 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
10 shall provide to each employee a written notice, in the language the employer normally uses to
11 communicate employment-related information to the employee, containing” specific required
12 information. Upon information and belief, Defendants failed to provide this information to the
13 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
14 provide Plaintiff and the aggrieved employee Class Members certain specific information upon
15 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
16 any such information when he was hired, or have failed to produce them, and upon information
17 and belief Defendants committed similar violations in connection with similarly situated and
18 aggrieved Class Members.

19 39. As a result of these illegal policies and practices, Defendants also engaged in and
20 enforced the following additional unlawful practices and policies against Plaintiff and the Class
21 Members he seeks to represent:

- 22 (a) failing to pay all wages owed to Class Members who either were discharged,
23 laid off, or resigned in accordance with the requirements of Labor Code §§
24 201, 202, 203;
- 25 (b) failing to pay all wages owed to the Class Members twice monthly in
26 accordance with the requirements of Labor Code § 204;
- 27 (c) failing to pay Class Members all wages owed, including all meal and rest
28 period premium wages, and failing to pay them at the regular rate of

1 compensation;

2 (d) failing to maintain accurate records of Class Members' hours worked and
3 earned wages and meal periods in violation of Labor Code §§ 226 and
4 1174(d) and section 7 of the applicable IWC Wage Orders; and

5 40. Defendants have also consistently failed to provide Class Members with timely,
6 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
7 including by the above-described requirement of off-the-clock work, failure to pay all overtime
8 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
9 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
10 miscalculating any overtime or meal period or rest break premium wages and by the systematic
11 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
12 difficult to account with precision for the unlawfully withheld wages and meal and rest period
13 compensation owed to Plaintiff and the Class, during the liability period, including because they
14 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
15 and because they did not implement and preserve a record-keeping method as required for non-
16 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
17 California Wage Orders. Upon information and belief, time clock punches were not maintained or
18 were not accurately maintained for work shifts and meal periods, which were automatically
19 presumed by Defendants to have been lawfully provided when they were not. Defendants also
20 failed to accurately record and pay for all regular and overtime hours worked and submitted by
21 Plaintiff and the Class Members, including by failing to pay all overtime hours at the correctly
22 calculated overtime premium rate.

23 41. Defendants have thus also failed to comply with Labor Code § 226(a) by
24 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
25 Members, along with the appropriate applicable rates, among others requirements. Plaintiff and
26 Class Members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
27 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
28 applicable California IWC Wage Orders by failing to maintain time records showing when the

1 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
2 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
3 payment of wages and accurately reporting total hours worked.

4 42. Defendants also required Plaintiff and the Class Members to work hours off the
5 clock for which they were not compensated. They were required to endure off-the-clock work
6 addressed above on-duty meal and rest periods and were not provided with sick pay and
7 supplemental sick leave and were subjected to systematic off-the-clock work. Defendants also
8 failed to pay all overtime premium wages owed for work conducted on a work shift and a workday
9 or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed
10 a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly
11 situated Employees at the time of their termination or within seventy-two hours of their
12 resignation, as required by California wage-and-hour laws, including Labor Code § 203.

13 43. Additionally, from at least four years prior to the filing of this lawsuit and
14 continuing to the present, Defendants have regularly required Plaintiff and the Class Members to
15 incur necessary business expenses in the course of performing their required job duties without
16 reimbursement. These included the uniform maintenance and cell phone-related expenses Plaintiff
17 incurred in responding to calls from managers and in accessing the ADP payroll application to
18 clock in and out of their shifts. To whatever extent Plaintiff and Class Members were provided
19 with a company phone, they were regularly required to use personal phones if the company phone
20 had poor signal or if it was dead or unavailable. Plaintiff and the Class Members must be
21 reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
22 systematically failed to do so.

23 44. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
24 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
25 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
26 1194.2 1197, 1198, 1198.5, 1199, 2802, 2698 *et. seq.*, and California Code of Regulations, Title 8,
27 section 11000 *et seq.*

28 45. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff

1 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
2 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
3 fraudulent practices alleged in this Complaint.

4 **CLASS ALLEGATIONS**

5 46. Plaintiff brings this class action on behalf of himself and all others similarly
6 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often
7 referred to as “the Class” or “Class Members”) defined as follows: “All individuals employed by
8 Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and
9 ending on a date as determined by the Court (“the Class Period”), and who have been employed as
10 non-exempt, hourly employees by Defendants within the State of California.” This includes all
11 types of wild life technician, pest control technician, and those in similar and related positions.
12 Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

13 a. Subclass 1. Minimum Wages Subclass. All Class Members who were not
14 compensated for all hours worked for Defendants at the applicable minimum wage.

15 b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not
16 compensated for all hours worked for Defendants at the required rates of pay, including for all
17 hours worked in excess of eight in a day and/or forty in a week.

18 c. Subclass 3. Meal Period Subclass. All Class Members who were subject to
19 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
20 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

21 d. Subclass 4. Rest Break Subclass. All Class Members who were subject to
22 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
23 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
24 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

25 e. Subclass 5. Wage Statement Subclass. All Class Members who, within the
26 applicable limitations period, were not provided with accurate itemized wage statements.

27 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class Members
28 who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay,

including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class Members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. Termination Pay Subclass. All Class Members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. Payroll Records Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

j. Subclass 10. Expense Reimbursement Subclass. All Class Members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

k. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

47. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

48. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed to correctly calculate and pay compensation for the time worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit of this work, required Employees to perform this work and permitted or suffered to permit this work. Defendants have uniformly denied these Class Members wages to which these

employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully profit.

49. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in this litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the Class Members that Defendants are required to maintain under California law.

A. Numerosity

50. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of Class Member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, at least over one hundred Employees who satisfy the Class definition within the State of California. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class Members.

B. Commonality

51. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

- 1 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
2 Orders, by failing to authorize and permit Employees to take requisite rest breaks
3 or provide premium pay in lieu thereof;
- 4 f. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
5 providing employees with all required sick days and COVID-19 supplemental sick
6 leave;
- 7 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
8 inaccurate wage statements;
- 9 h. Whether Defendants violated Labor Code § 221;
- 10 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
11 wages and compensation due and owing at the time of termination of employment;
- 12 j. Whether Defendants' conduct was willful;
- 13 k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
14 IWC Wage Orders by failing to maintain accurate records of Class Members'
15 earned wages and work periods;
- 16 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all
17 Employees during the relevant time period for all hours worked, whether regular or
18 overtime;
- 19 m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
20 wages earned at least twice monthly;
- 21 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
22 business expenses incurred by Employees;
- 23 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 24 p. Whether Employees are entitled to equitable relief pursuant to Business and
25 Professions Code § 17200 *et seq.*

26 **C. Typicality**

27 52. The claims of the named plaintiff are typical of those of the other Employees. The
28 Employee Class Members all sustained injuries and damages arising out of and caused by

Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off the clock work and meal and rest violations he was required to endure are typical of those of the other Class Members.

D. Adequacy of Representation

53. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class Members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

54. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee in the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

55. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class Members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class Members. Further, as the economic or other loss suffered by vast numbers of Class Members may be relatively small, the expense and burden of individual actions makes it difficult for the Class Members to individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in managing this case as a class action, and proceeding on a class-wide basis will permit Employees to vindicate their rights for violations they endured which they would otherwise be foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

56. Class action treatment will allow those persons similarly situated 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 in managing this case that should preclude class treatment.

1 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would
2 set forth the subject and nature of the instant action. The Defendants' own business records can be
3 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
4 that any further notice is required additional media and/or mailings can be used.

5 57. Defendants, as prospective and actual employers of the Employees in the Class,
6 had a special fiduciary duty to disclose to prospective Class Members the true facts surrounding
7 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
8 Employees as well as the effect of any alleged arbitration agreements that may have been forced
9 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
10 and policies, most notably intentionally refusing to pay for all hours actually worked which should
11 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
12 agreements and policies and practices on the Employees and Class as a whole.

13 58. Plaintiff and the Employees in the Class did not discover the fact that they were
14 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
15 ever any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by
16 jury, right to collectively organize and oppose unlawful pay practices under California law as well
17 as obtain injunctive relief preventing such practices from continuing. As a result, the applicable
18 statutes of limitation were tolled until such time as Plaintiff and the Class Members discovered
19 their claims.

20 **FIRST CAUSE OF ACTION**
21 **FAILURE TO PAY MINIMUM WAGES**
22 **(Against All Defendants)**

23 59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 60. Defendants failed to pay Employees required wages for all hours worked and
26 followed a consistent policy and practice of failing to so. Employees would work hours and not
27 receive wages, including as alleged above in connection with off-the-clock work, including all
28 the time required to remain on duty and under Defendants' control during breaks and due to the

1 work demands placed upon them and by the unlawful deduction of hours or by paying what
2 should have been overtime hours as regular hours. Defendants' uniformly applied policies
3 required systematic off-the-clock work and underpayment of all wages owed to Employees over
4 a period of time, while benefiting Defendants. During the relevant time period, Defendants thus
5 regularly failed to pay minimum wages to Plaintiff and the Class Members, including by
6 requiring systematic off-the-clock work and by unlawfully deducting hours worked from the total
7 shift. To the extent any local wage ordinances were also applicable to paying the employees an
8 hourly rate above the minimum wage rate, Defendants failed to comply with the local wage
9 ordinances. Defendants' uniform pattern of unlawful wage and hour practices manifested,
10 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
11 policy and practice that denied accurate compensation to Plaintiff and the other members of the
12 Class as to minimum wage pay.

13 61. In California, employees must be paid at least the applicable state minimum wage
14 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
15 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
16 California Labor Code § 204, other applicable laws and regulations, and public policy, an
17 employer must timely pay its employees for all hours worked. Defendants failed to do so.

18 62. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
19 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
20 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
21 applicable minimum wage rate fixed by the commission for work during the relevant period is
22 found in the Wage Orders.

23 63. The minimum wage provisions of California Labor Code are enforceable by private
24 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
25 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
26 overtime compensation applicable to the employee is entitled to recover in a civil action the
27 unpaid balance of the full amount of this minimum wage or overtime compensation, including
28 interest thereon, reasonable attorney's fees and costs of suit."

1 64. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
2 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
3 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
4 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
5 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
6 the absence of a contractually agreed upon one.

7 65. In committing these violations of the California Labor Code, Defendants
8 inaccurately recorded or required Plaintiff and the Class Members to input times that did not
9 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
10 time worked by Plaintiff and other members of the Class, including by requiring off the clock
11 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
12 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
13 Welfare Commission requirements, and other applicable laws and regulations. As a result of these
14 violations, Defendants also failed to timely pay all wages earned in accordance with California
15 Labor Code § 1194.

16 66. California Labor Code § 1194.2 also provides for the following remedies: “In any
17 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
18 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
19 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

20 67. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
21 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial
22 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
23 pay each employee minimum wages.

24 68. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are
25 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
26 interest thereon.

27 69. Defendants have the ability to pay minimum wages for all time worked and have
28 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this

1 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

2 70. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages
3 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
4 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's
5 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
6 members of the Class further request recovery of all unpaid wages, according to proof, interest,
7 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
8 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
9 wage compensation is determined to be owed to the Class Members who have terminated their
10 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
11 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
12 which penalties are sought herein on behalf of these Class Members. Defendants' failure to timely
13 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
14 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
15 alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Class
16 Members are entitled to seek and recover statutory costs.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

19 **(Against All Defendants)**

20 71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 72. California Labor Code § 1194 provides that "any employee receiving less than the
23 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
24 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
25 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
26 may be maintained directly against the employer in an employee's name without first filing a
27 claim with the Division of Labor Standards and Enforcement.

28 73. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and

1 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
2 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
3 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
4 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
5 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
6 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
7 work in a workweek.

8 74. Defendants had a consistent policy of not paying Employees wages for all hours
9 worked, including by requiring off-the-clock work as addressed above, by unlawful deductions, by
10 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
11 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
12 and pay overtime and failed to begin paying overtime when it was incurred due to the off the clock
13 work, as detailed above.

14 75. Defendants thus had a consistent policy of not paying Employees wages for all
15 hours worked, including hours at their required regular, overtime, and double-time rates.
16 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
17 and/or, modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
18 Members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and
19 the Class Members all earned and owed straight time and overtime wages and other benefits, in
20 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
21 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
22 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
23 employees to work through meal periods or remain under Defendants' control.

24 76. Therefore, Employees were not properly compensated, nor were they paid overtime
25 rates for hours worked in excess of eight hours in a given day and/or forty hours in a given week.
26 Based on information and belief, Defendants did not make available to Employees a reasonable
27 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
28 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.

1 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
2 Class Members to work through meal periods when they were required to be clocked out or to
3 otherwise work off the clock to complete their daily job duties.

4 77. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
5 regular wages owed and overtime compensation for all hours worked, as required by California
6 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
7 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
8 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

9 78. Additionally, Labor Code § 558(a) provides "any employer or other person acting
10 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
11 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
12 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
13 pay period for which the employee was underpaid in addition to an amount sufficient to recover
14 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
15 underpaid employee for each pay period for which the employee was underpaid in addition to an
16 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
17 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
18 this section are in addition to any other civil or criminal penalty provided by law." Defendants
19 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
20 Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor
21 Code § 558.

22 79. Defendants' failure to pay compensation in a timely fashion also constituted a
23 violation of California Labor Code § 204, which requires that all wages shall be paid
24 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
25 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
26 and overtime compensation earned by Employees. Each such failure to make a timely payment of
27 compensation to Employees constitutes a separate violation of California Labor Code § 204.

28 80. Employees have been damaged by these violations of California Labor Code §§

1 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
2 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
3 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
4 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
5 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
6 any order or ruling of the commission.”

7 81. Consequently, pursuant to the California Labor Code, including Labor Code §§
8 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
9 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
10 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
11 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
12 against Defendants, and each of them, and any additional sums as provided by the Labor Code
13 and/or other statutes.

14 **THIRD CAUSE OF ACTION**

15 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

16 **(Against All Defendants)**

17 82. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 83. Employees regularly worked shifts greater than five (5) hours and in some
20 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
21 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
22 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
23 for a shift of more than ten (10) hours without providing him or her with a second meal period of
24 not less than thirty (30) minutes.

25 84. Defendants failed to provide Employees with meal periods as required under the
26 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
27 to work through and skip meal periods. Defendants would later modify Plaintiff’s timesheets to
28 reflect that a thirty-minute meal period was taken before Plaintiff’s fifth hour of work, resulting in

1 a 30-minute deduction of Plaintiff's total hours worked. Defendants modified Plaintiff and Class
2 Member's timesheets to reflect that compliant meal breaks were taken without regard to whether
3 they were actually taken on time or for the full duration or were interrupted by work requirements.
4 Furthermore, upon information and belief, on the occasions when Employees worked more than
5 ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal
6 period as required by law.

7 85. Defendants thus failed to provide Plaintiff and the Class Members with meal
8 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
9 including by not providing them with the opportunity to take meal breaks, by providing them late
10 or for less than thirty minutes, or by requiring them to perform work during breaks.

11 86. Moreover, Defendants failed to compensate Employees for each meal period not
12 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
13 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
14 employee a meal period in accordance with this section, the employer shall pay the employee one
15 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
16 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
17 period premiums, they upon information and belief underpaid them by miscalculating the regular
18 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
19 compensate the Employees in the Class for each meal period not provided or inadequately
20 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
21 Wage Order.

22 87. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
23 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
24 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
25 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
26 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
27 other statutes and applicable IWC Wage Order paragraphs.

28

1 **FOURTH CAUSE OF ACTION**

2 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 89. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
7 provide that employers must authorize and permit all employees to take rest periods at the rate of
8 ten minutes net rest time per four (4) work hours.

9 90. Employees consistently worked consecutive four-hour shifts and were generally
10 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
11 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
12 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
13 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
14 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
15 to schedule or otherwise authorize and permit Plaintiff and the Class Members to take lawful rest
16 breaks. Employees were often required to work or to otherwise remain under Defendants' control
17 during rest periods, including by responding to work requirements, and had breaks provided
18 untimely as a result of the above described off the clock work. Plaintiff and the Class Members
19 were also not permitted to leave their work premises during rest breaks.

20 91. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
21 Orders provide that if an employer fails to provide an employee rest period in accordance with this
22 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
23 compensation for each workday that the rest period is not provided. Defendants failed to do so.

24 92. Defendants, and each of them, have therefore intentionally and improperly denied
25 rest periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and
26 paragraph 12 of the applicable IWC Wage Orders.

27 93. Defendants failed to authorize and permit Plaintiff and the Class Members to take
28 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees

1 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
2 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
3 12 and 20 of the applicable IWC Wage Orders.

4 94. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
5 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
6 of wages at their effective hourly rates of pay for each day worked without the required rest
7 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
8 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

9 **FIFTH CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 226(a)**
11 **(Against All Defendants)**

12 95. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 96. California Labor Code § 226(a) requires an employer to furnish each of his or her
15 employees with an accurate, itemized statement in writing showing the gross and net earnings,
16 total hours worked, and the corresponding number of hours worked at each hourly rate; these
17 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
18 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
19 statements may be given to the employee separately from the payment of wages; in either case the
20 employer must give the employee these statements twice a month or each time wages are paid.

21 97. Defendants failed to provide Plaintiff and the similarly situated Employee Class
22 Members with accurate itemized wage statements in writing, as required by the Labor Code and
23 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
24 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
25 including for all overtime and double time hours worked and for deficient meal periods and rest
26 breaks, all of which Defendants knew or reasonably should have known were owed to the
27 Employees, as alleged above.

1 98. Throughout the liability period, Defendants intentionally failed to furnish to
2 Plaintiff and the Class Members, upon each payment of wages, itemized statements accurately
3 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
4 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
5 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
6 the employee and only the last four digits of his or her social security number or an employee
7 identification number other than a social security number, (8) the name and address of the legal
8 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
9 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
10 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
11 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
12 Members with such timely and accurate wage and hour statements.

13 99. Plaintiff and the Class Members suffered injury as a result of Defendants'
14 knowing and intentional failure to provide them with the wage and hour statements as required by
15 law and are presumed to have suffered injury and entitled to penalties under Labor Code §
16 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
17 accurate and complete information as required by any one or more of items Labor Code § 226
18 (a)(1) to (9), inclusive, and the Plaintiff and Class Members cannot promptly and easily
19 determine from the wage statement alone one or more of the following: (i) The amount of the
20 gross wages or net wages paid to the employee during the pay period or any of the other
21 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
22 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
23 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
24 address of the employer and, (iv) The name of the employee and only the last four digits of his or
25 her social security number or an employee identification number other than a social security
26 number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a
27 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
28 without reference to other documents or information.

100. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Employees may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

101. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

102. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class Members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys’ fees.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

103. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

104. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed

1 to do so.

2 105. Defendants unlawfully received and/or collected wages from the Employees in the
3 Class by requiring off-the-clock work, by miscalculating overtime, and by automatically deducting
4 time for meal periods when they were not lawfully provided and not paying one hour of pay at the
5 regular rate of compensation for every meal and rest period violation endured by Plaintiff and the
6 other Class Members, as alleged above. In addition to failing to authorize and permit rest breaks,
7 Defendants unlawfully deducted up to 30 minutes for meal periods that were rarely provided or
8 otherwise received without violation. Thus, by deducting 30 minutes for a meal period that was
9 generally not lawfully provided if at all, Defendants effectively and unlawfully deducted at least
10 30 minutes of hours worked from each Employee's daily work shifts. By not compensating
11 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
12 Labor Code § 221.

13 106. As a direct and proximate cause of the unauthorized deductions, Employees have
14 been damaged, in an amount to be determined at trial.

15 **SEVENTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE § 204**
17 **(Against All Defendants)**

18 107. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 108. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
21 employment are due and payable twice during each calendar month, on days designated in
22 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
23 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
24 during which the labor was performed, and labor performed between the 16th and the last day,
25 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
26 month." Additionally, the requirements of this section shall be deemed satisfied by the payment of
27 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
28 calendar days following the close of the payroll period." As detailed above, Defendants

1 maintained a consistently applied policy and practice of not paying all wages earned between the
2 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
3 between the 16th and the last day of the month between the 1st and 10th day of the following month.
4 Defendants similarly failed to pay all wages earned by not more than seven calendar days
5 following the close of the payroll period.

6 109. All wages due and owing to Plaintiff and the Class Members, including as required
7 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
8 required by Labor Code § 1194 and other sections became due and payable to each employee in
9 each pay period that he or she was not provided with a meal period or rest period or paid straight
10 or overtime wages to which he or she was entitled.

11 110. Defendants violated Labor Code § 204 by systematically refusing to timely pay
12 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
13 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
14 payday for the period involved, not less than the applicable minimum wage for all hours worked in
15 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
16 hours than those fixed by the order or under conditions of labor prohibited by the order is
17 unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for
18 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
19 penalties under paragraph 20 of the applicable IWC Wage Orders.

20 111. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
21 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
22 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
23 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
24 applicable IWC Wage Orders.

25 ///

26 ///

27 ///

28

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

112. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

113. Plaintiff and numerous Class Members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

114. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

115. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment. Additionally, Defendants failed to pay Plaintiff his final check at the time of his termination.

116. Defendants thus failed to pay Plaintiff and the Class Members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off-the-clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

117. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class Members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer

1 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
2 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
3 “violates...any provision of this chapter or any order or ruling of the commission.”

4 118. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
5 Employee Class Members to penalties under Labor Code § 203 and the applicable paragraphs of
6 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
7 shall continue until paid for up to thirty (30) days from the date they were due.

8 **NINTH CAUSE OF ACTION**

9 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

10 **(Against All Defendants)**

11 119. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 120. California Labor Code § 1174 requires that all employers shall keep accurate time
14 and wage records for all employees. California Labor Code § 1174.5 further requires that any
15 employee suffering injury due to a willful violation of the aforementioned obligations may seek
16 damages, including civil penalties, from the employer.

17 121. During the course of Plaintiff’s and Employees’ employment, Defendants
18 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
19 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
20 premium pay as discussed above and failing to document and pay for actual hours worked.

21 122. Defendants are also required by the California Labor Code § 1198 and the
22 applicable Wage Order to maintain a tracking system that accurately records the times during
23 which Employees work.

24 123. Defendants have maintained a common unlawful policy and practice of failing to
25 accurately record all hours worked and all meal period start and end times and by adjusting or
26 otherwise rounding and shaving them down. Defendants also manipulated timekeeping records to
27 reflect less time worked or to shift time to avoid premiums to Plaintiff and the Class Members.
28

124. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them.

125. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802

(Against All Defendants)

126. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

127. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Class Members to pay for necessary work-related expenses they incurred such as uniform maintenance and cellphone-related expenses. Defendants required Plaintiff and the Class Members to use their cellular phones to conduct work-related business whenever their company phone died or had poor connection or signal, as addressed above. Plaintiff and the Class Members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

128. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work-related expenses or losses incurred in the direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

129. Defendants' knowing and willful failure to reimburse lawful necessary work-related expenses and losses to Plaintiff and the Class Members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work-related expenses. As Defendants failed to inform and misled Plaintiff and the Class Members with regard to their rights, Plaintiff and the Class Members were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

1 130. Therefore, Plaintiff and the Class Members are entitled to reimbursement for any
2 and all necessary work-related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
3 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
4 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
5 from the date Plaintiff and the Class Members incurred those expenses. Further, Plaintiff and the
6 Class Members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

7 **ELEVENTH CAUSE OF ACTION**
8 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
9 **(Against All Defendants)**

10 131. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
11 in full herein. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,
12 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
13 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
14 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
15 the public interest within the meaning of Code of Civil Procedure § 1021.5.

16 132. Plaintiff is a "person" within the meaning of the Business & Professions Code
17 § 17204, has suffered injury, and therefore, has standing to bring this cause of action for
18 injunctive relief, restitution, and other appropriate equitable relief.

19 133. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
20 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
21 fraudulent in that Defendants' policy and practice failed to provide the required amount of
22 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
23 Class Members for all hours worked, due to systematic business practices as alleged herein that
24 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
25 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
26 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
27 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

28

1 134. Wage-and-hour laws express fundamental public policies. Paying employees their
2 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
3 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
4 vigorously to enforce minimum labor standards, to ensure that employees are not required or
5 permitted to work under substandard and unlawful conditions and to protect law-abiding
6 employers and their employees from competitors who lower costs to themselves by failing to
7 comply with minimum labor standards.

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

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

16 137. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
17 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
18 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
19 violates the Business & Professions Code § 17200 *et seq.*

20 138. By the conduct alleged herein, Defendants have engaged and continue to engage in
21 a business practice which violates California and federal law, including but not limited to, the
22 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
23 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
24 Court should issue declaratory and other equitable relief pursuant to California Business &
25 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
26 constitute unfair competition, including restitution of wages wrongfully withheld.

27 139. As a proximate result of the above-mentioned acts of Defendants, Employees have
28 been damaged, in a sum to be proven at trial.

140. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

TWELFTH CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.*
(Against All Defendants)

141. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

142. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period.

143. In failing to pay Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

144. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, inter alia, on the following California Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

1 145. More specifically, after complying with the notice procedures of Labor Code §
2 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
3 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above
4 addressed underlying claims and seeking penalties as specified by the applicable corresponding
5 provisions, including as follows:

6 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
7 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
8 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
9 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
10 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
11 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
12 to Labor Code § 2699(g)(1);

13 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
14 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
15 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
16 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
17 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
18 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
19 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
20 pursuant to Labor Code § 2699(g)(1);

21 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
22 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
23 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
24 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
25 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
26 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
27 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
28 providing inaccurate wage statements and failing to maintain records as required under Labor

Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”;

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For Defendants’ unlawful deductions from wages and for Defendants’ failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(f) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections: For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

146. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)

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

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

6
7 (b) If upon inspection or investigation the Labor Commissioner determines that a
8 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
9 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
10 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
11 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
12 violation of this chapter shall be the same as those set out in Section 1197.1.

13
14 (c) The civil penalties provided for in this section are in addition to any other civil or
15 criminal penalty provided by law.

16 147. Plaintiff has exhausted his administrative remedies by submitting a certified letter to
17 the LWDA and Defendants on March 3, 2024 (LWDA-CM-1026154-24) addressing in detail the
18 specific provisions of the Labor Code Defendants have violated and addressing the facts and legal
19 theories to support the alleged violations and requested penalties. The LWDA has not provided
20 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark
21 date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations
22 addressed herein and in the PAGA Notice letter and the original Complaint.

23 **RELIEF REQUESTED**

24 WHEREFORE, Plaintiff prays for the following relief:

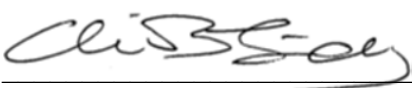
- 25 1. For an order certifying this action as a class action;
- 26 2. For compensatory damages in the amount of the unpaid minimum wages for work
27 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
28 the filing of this action, as may be proven;

3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 221, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
14. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
16. For penalties under Labor Code § 558, as may be proven

- 1 17. For other wages and penalties under the Labor Code as may be proven;
2 18. For all general, special, and incidental damages as may be proven;
3 19. For an award of pre-judgment and post-judgment interest;
4 20. For an award providing for the payment of the costs of this suit;
5 21. For an award of attorneys' fees; and
6 22. For such other and further relief as this Court may deem proper and just.

7
8 DATED: July 9, 2024

D.LAW, INC.

9
10 By: 
11 Alvin B. Lindsay
12 Melissa Rodriguez
13 Attorneys for Plaintiff ISAIAH MORALES
14 and all others similarly situated
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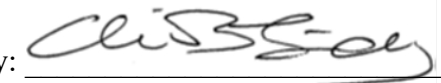
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: July 9, 2024

D.LAW, INC.

By:



Alvin B. Lindsay

Melissa Rodriguez

Attorneys for Plaintiff ISAIAH MORALES
and all others similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205

Jon G. Miller
jmiller@littler.com
Ian G. Robertson
irobertson@littler.com
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sasha Zambrano

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: ISIAIAH MORALES vs CERTUS PEST, INC., et al. NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 24STCV11212

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 10149846_2024_07_09_14_43_33_232_5
 Submission Number: 24LA01158986
 Court Received Date: 07/09/2024
 Court Received Time: 2:47 pm
 Case Number: 24STCV11212
 Case Title: ISIAIAH MORALES vs CERTUS PEST, INC., et al.
 Location: Spring Street Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 07/09/2024
 Notice Generated Time: 3:29 pm

Documents Electronically Filed/Received

Status

Amended Complaint	Accepted
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Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
 Contact: Legal Connect
 Phone: (800) 909-6859