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 on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

JONATHAN MARTINEZ, on behalf of himself
 and others similarly situated,

Plaintiff,

vs.

SHOWROOM INTERIORS LLC; and DOES 1
 to 100, inclusive,

Defendants.

Case No.: 24STCV11020

CLASS AND PAGA ACTION

**PLAINTIFF JONATHAN MARTINEZ'S
 FIRST AMENDED COMPLAINT FOR
 DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**
- 5. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE**

SECTION 226

- 6. FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
- 7. UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**
- 8. CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTIONS 2698, ET SEQ**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff JONATHAN MARTINEZ (“Plaintiff”), on behalf of himself and others similarly situated, who alleges and complains against Defendants SHOWROOM INTERIORS LLC; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; injunctive relief and other equitable relief; reasonable attorneys’ fees pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

2. This is also a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, himself and other current and former aggrieved employees of Defendants who worked as hourly non-exempt

1 employees in California during the relevant time period seeking civil penalties associated with
2 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
3 worked at the legal minimum wage, failure to pay wages for overtime hours worked at the overtime
4 rate of pay, failure to authorize or permit all legally required and/or compliant meal periods or pay
5 meal period premium wages; failure to authorize or permit all legally required and/or compliant rest
6 periods or pay rest period premium wages, failure to timely pay wages during employment, secret
7 payment of lower wages than designated by statute, statutory penalties for failure to provide accurate
8 wage statements; statutory waiting time penalties in the form of continuation wages for failure to
9 timely pay employees all wages due upon separation of employment. Plaintiff seeks on a
10 representative basis, following notice to the Labor and Workforce Development Agency, civil
11 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
12 on behalf of Plaintiff, the State of California, and others aggrieved.

13 **II. JURISDICTION AND VENUE**

14 3. This Court has jurisdiction over Plaintiff's and putative class members' claims for
15 failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the
16 overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods
17 or pay meal period premium wages; failure to authorize or permit all legally required and/or
18 compliant rest periods or pay rest period premium wages; statutory penalties for failure to provide
19 accurate wage statements; statutory waiting time penalties in the form of continuation wages for
20 failure to timely pay employees all wages due upon separation of employment; and claims for
21 injunctive relief and restitution under California Business and Professions Code sections 17200, *et*
22 *seq.*, for the following reasons: Defendants operate throughout California; Defendants employed
23 Plaintiff and putative class members in locations throughout California, including but not limited to
24 Los Angeles County, at 8905 Rex Road, Pico Rivera, CA 90660; more than two-thirds of putative
25 class members are California citizens; the principal violations of California law occurred in
26 California; no other class actions have been filed against Defendants in the last four (4) years
27 alleging wage and hour violations; the conduct of Defendants forms a significant basis for Plaintiff's
28 and putative class members' claims; and Plaintiff and putative class members seek significant relief

1 from Defendants.

2 4. This Court also has jurisdiction over the claims of Plaintiff and all other current and
3 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
4 civil penalties on behalf of himself, all other current and former aggrieved California-based hourly
5 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
6 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
7 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
8 aggrieved California-based hourly non-exempt employees occurred in locations throughout
9 California, including but not limited to Fresno County, including but not limited to, at 8905 Rex
10 Road, Pico Rivera, CA 90660.

11 **III. PARTIES**

12 5. Plaintiff brings this action on behalf of himself and other members of the general
13 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
14 is filed are current, former, and/or future employees of Defendants as direct employees as well as
15 temporary employees employed through temp agencies who work as hourly non-exempt employees.
16 At all times mentioned herein, the currently named Plaintiff is and was a resident of California and
17 was employed by Defendants in the State of California within the four (4) years prior to the filing
18 of the complaint commencing this Action.

19 6. Plaintiff also brings this action as a representative of the Labor and Workforce
20 Development Agency on behalf of himself and other current and former employees subject to
21 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
22 filed include current, former and/or future employees of Defendants who work, worked, or will work
23 for Defendants as direct employees as well as temporary employees employed through temp
24 agencies as hourly non-exempt employees in California.

25 7. Defendants employed Plaintiff as an hourly non-exempt employee from in or around
26 2021 until on or about currently.

27 8. Plaintiff is informed and believes and thereon alleges that Defendants employed him
28 and other hourly non-exempt employees throughout the State of California and therefore their

1 conduct forms a significant basis of the claims asserted in this matter.

2 9. Plaintiff is informed and believes and thereon alleges that Defendant SHOWROOM
3 INTERIORS LLC is authorized to do business within the State of California and is doing business
4 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
5 were persons acting on behalf of Defendant SHOWROOM INTERIORS LLC in the establishment
6 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
7 SHOWROOM INTERIORS LLC operates in Los Angeles County and employed Plaintiff, putative
8 class members, and aggrieved employees in Los Angeles County, including but not limited to, at
9 8905 Rex Road, Pico Rivera, CA 90660.

10 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-100
11 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in his
12 or her capacity as an agent, shareholder, owner, representative, supervisor, independent contractor
13 and/or employee of each Defendants and participated in the establishment of, or ratification of, the
14 aforementioned illegal wage and hour practices or policies.

15 11. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues said
16 Defendants by said fictitious names and will amend this Complaint when the true names and
17 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
18 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
19 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

20 12. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
21 Defendants was an employer, was the principal, agent, partner, joint venturer, officer, director,
22 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
23 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
24 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
25 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this
26 Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted
27 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
28 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,

1 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendants"
2 means "Defendants and each of them," and refers to the Defendants named in the particular cause
3 of action in which the word appears and includes Defendant SHOWROOM INTERIORS LLC and
4 DOES 1 to 100, inclusive.

5 13. At all times mentioned herein, each Defendants was the co-conspirator, agent,
6 servant, employee, and/or joint venturer of each of the other Defendants and was acting within the
7 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
8 permission and consent of each of the other Defendants.

9 14. Plaintiff makes the allegations in this Complaint without any admission that, as to
10 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
11 reserves all of Plaintiff's rights to plead in the alternative.

12 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

13 15. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
14 ("Wage Order"), codified at California Code of Regulations, title 8, section 11040, Defendants are
15 employers of Plaintiff within the meaning of Wage Order 4 and applicable Labor Code sections.
16 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
17 herein in violation of the Wage Order and the Labor Code.

18 16. **Failure to pay wages for all hours worked at the legal minimum wage:**
19 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
20 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
21 which includes all time that an employee is under the control of the employer and all time the
22 employee is suffered and permitted to work. This includes the time an employee spends, either
23 directly or indirectly, performing services which inure to the benefit of the employer.

24 17. Labor Code sections 1194 and 1197 require an employer to compensate employees
25 for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the
26 Wage Orders.

27 18. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
28 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and

1 similarly situated employees all wages at the applicable minimum wage for all hours worked due to
2 Defendants' policies, practices, and/or procedures including, but not limited to:

3 (a) Requiring Plaintiff and similarly situated employees to remain on-duty during off-
4 the-clock meal breaks without being paid for that time.

5 19. Plaintiff and similarly situated employees were not paid for this time resulting in
6 Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated
7 employees worked.

8 20. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
9 employees to be subject to Defendants' control without paying wages for that time. This resulted in
10 Plaintiff and similarly situated employees working time for which they were not compensated any
11 wages, in violation of Labor Code sections 1194, 1197, and Wage Order 4.

12 21. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
13 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
14 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
15 which includes all time that an employee is under the control of the employer and all time the
16 employee is suffered or permitted to work. This includes the time an employee spends, either
17 directly or indirectly, performing services which inure to the benefit of the employer.

18 22. Labor Code sections 510 and 1194 and Wage Order 4 require an employer to
19 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
20 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
21 in a workweek:

22 Any work in excess of eight hours in one workday and any work in excess of 40
23 hours in any one workweek and the first eight hours worked on the seventh day of
24 work in any one workweek shall be compensated at the rate of no less than one and
25 one-half times the regular rate of pay for an employee. Any work in excess of 12
26 hours in one day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

27 Labor Code section 510; Wage Order 4, §3.

28 23. Defendants failed to pay Plaintiff and similarly situated employees all wages at the

1 applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or
2 procedures including, but not limited to,

3 (a) Requiring Plaintiff and similarly situated employees to remain on-duty during off-
4 the-clock meal breaks without being paid for that time.

5 24. Plaintiff and similarly situated employees were not paid for this time.

6 25. To the extent the employees had already worked 8 hours in the day and on
7 workweeks they had already worked 40 hours in a workweek, the employees should have been paid
8 overtime for this unpaid time. This resulted in hourly non-exempt employees working time which
9 should have been paid at the legal overtime rate but was not paid any wages in violation of Labor
10 Code sections 510, 1194, and Wage Order 4.

11 26. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
12 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all overtime
13 hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

14 27. **Failure to authorize or permit all legally required and compliant meal periods**
15 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
16 exempt employees, including the named Plaintiff and similarly situated employees, for shifts longer
17 than five (5) hours in length and shifts longer than ten (10) hours in length.

18 28. California law requires an employer to authorize or permit an uninterrupted meal
19 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of work
20 and a second meal period no later than the employee's tenth hour of work. Labor Code section 512;
21 Wage Order 4, §11. If the employee is not relieved of all duties during a meal period, the meal
22 period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty"
23 meal period is only permitted when (1) the nature of the work prevents an employee from being
24 relieved of all duty and (2) the parties have a written agreement agreeing to on-duty meal periods.
25 If the employee is not free to leave the work premises or worksite during the meal period, even if
26 the employee is relieved of all other duty during the meal period, the employee is subject to the
27 employer's control and the meal period is counted as time worked. If an employer fails to provide
28 an employee a meal period in accordance with the law, the employer must pay the employee one

(1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 4, §11.

29. Here, Plaintiff and similarly situated employees worked shifts long enough to entitle them to meal periods under California law. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour period of work as required by law. Such policies, practices, and/or procedures included, but were not limited to,

(a) Failure to provide Plaintiff and similarly situated employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.

(b) Failure to provide Plaintiff and similarly situated employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Plaintiff and similarly situated employees work shifts over ten (10) hours.

30. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday the employees did not receive all legally required and compliant meal periods. Defendants employed policies and procedures which ensured that employees did not receive any meal period premium wages to compensate them for workdays in which they did not receive all legally required and compliant meal periods.

31. The aforementioned policies, practices, and/or procedures of Defendants resulted in Plaintiff and similarly situated employees not being provided with all legally required and compliant meal periods and/or not receiving premium wages to compensate them for such instances, all in violation of California law.

32. **Failure to authorize and permit all legally required and compliant rest periods and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees, including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half (3.5) hours.

33. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code

1 section 226.7; Wage Order 4, §12. If the employer fails to authorize or permit a required rest period,
2 the employer must pay the employee one (1) hour of pay at the employee's regular rate of
3 compensation for each workday the employer did not authorize or permit a legally required rest
4 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
5 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
6 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
7 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4, §12.
8 Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 4, §12.
9 Additionally, the rest period requirement "obligates employers to permit – and authorizes employees
10 to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.
11 That is, during rest periods employers must relieve employees of all duties and relinquish control
12 over how employees spend their time. *Id.*

13 34. In this case, Plaintiff and similarly situated employees regularly worked shifts of
14 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
15 and/or procedures that resulted in their failure to authorize or permit all legally required and
16 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or
17 procedures included, but were not limited to,

18 (a) Failure to provide Plaintiff and similarly situated employees with net ten (10) minute
19 rest breaks for every four (4) hours worked or major fraction thereof.

20 (b) On occasions meal and rest breaks were provided, Defendants failed to provide
21 Plaintiff and similarly situated employees with rest breaks for every four hours worked or major
22 fraction thereof; instead, on occasions rest breaks were added on to meal break to extend meal break;

23 (c) Failing to provide Plaintiff and similarly situated employees a third uninterrupted
24 duty-free rest period of no less than ten (10) net minutes on each workday that Plaintiff and similarly
25 situated employees work shifts over ten (10) hours.

26 35. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
27 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for
28 each workday the employees did not receive all legally required and compliant rest periods.

1 Defendants employed policies and procedures which ensured that employees did not receive any
2 rest period premium wages to compensate them for workdays in which they did not receive all
3 legally required and compliant rest periods.

4 36. The aforementioned policies, practices, and/or procedures of Defendants resulted in
5 Plaintiff and similarly situated employees not being provided with all legally required and compliant
6 rest periods and/or not receiving premium wages to compensate them for such instances, all in
7 violation of California law.

8 37. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
9 *inter alia*, that, upon paying an employee his or her wages, the employer must “furnish each of his
10 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
11 worked by the employee, except for any employee whose compensation is solely based on a salary
12 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
13 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
14 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
15 all deductions made on written orders of the employee may be aggregated and shown as one item,
16 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
17 the name of the employee and his or her social security number, (8) the name and address of the
18 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
19 and the corresponding number of hours worked at each hourly rate by the employee.”

20 38. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed to
21 provide accurate wage and hour statements to him and other similarly situated employees who were
22 subject to Defendants’ control for uncompensated time and who did not receive all their earned
23 wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period
24 premium wages), in violation of Labor Code section 226.

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1 39. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
2 timely after an employee's employment ends. The wages are due immediately upon termination or
3 within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

4 40. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
5 he, and on information and belief, other similarly situated employees, were not paid their final wages
6 in a timely manner as required by Labor Code section 203. Minimum wages for all hours worked,
7 overtime wages for overtime hours worked, meal period premium wages, and/or rest period
8 premium wages (all described above), were not paid at the time of Plaintiff's and other similarly
9 situated employees' separation of employment, whether voluntarily or involuntarily, as required by
10 Labor Code sections 201, 202, and 203.

11 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

12 41. Plaintiff brings this action on behalf of himself, on behalf of others similarly situated,
13 and on behalf of the general public, and as members of a Class defined as follows:

14 A. **Minimum Wage Class:** All current and former hourly non-exempt
15 employees employed by Defendants as direct employees as well as temporary employees employed
16 through temp agencies in California at any time from four (4) years prior to the filing of the initial
17 Complaint in this matter through the date notice is mailed to a certified class who were not paid at
18 least minimum wage for all time they were subject to Defendants' control.

19 B. **Overtime Class:** All current and former hourly non-exempt employees
20 employed by Defendants as direct employees as well as temporary employees employed through
21 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
22 in this matter through the date notice is mailed to a certified class who worked more than eight (8)
23 hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek, to whom
24 Defendants did not pay overtime wages.

25 C. **Meal Period Class:** All current and former hourly non-exempt employees
26 employed by Defendants as direct employees as well as temporary employees employed through
27 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
28 in this matter through the date notice is mailed to a certified class who worked shifts more than five

(5) hours yet Defendants failed to authorize or permit all required duty-free meal periods of not less than thirty (30) minutes.

D. **Rest Period Class:** All current and former hourly non-exempt employees employed by Defendants as direct employees as well as temporary employees employed through temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint in this matter through the date notice is mailed to a certified class who worked shifts of at least three-and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net ten (10) minutes for every four (4) hours worked or major fraction thereof.

E. **Wage Statement Class:** All current and former hourly non-exempt employees employed by Defendants as direct employees as well as temporary employees employed through temp agencies in California at any time from one (1) year prior to the filing of the initial Complaint in this action through the date notice is mailed to a certified class who received inaccurate or incomplete wage and hour statements.

F. **Waiting Time Class:** All current and former hourly non-exempt employees employed by Defendants as direct employees as well as temporary employees employed through temp agencies in California at any time from three (3) years prior to the filing of the initial Complaint in this action through the date notice is mailed to a certified class who did not receive payment of all unpaid wages upon separation of employment within the statutory time period.

G. **California Class:** All aforementioned classes are herein collectively referred to as the "California Class."

42. There is a well-defined community of interest in the litigation and the classes are ascertainable:

A. **Numerosity:** While the exact number of class members in each class is unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of all members is impractical under the circumstances of this case.

B. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff classes and predominate over any questions that affect only individual members of each class. The common questions of law and fact include, but are not limited

1 to:

2 i. Whether Defendants violated Labor Code sections 1194 and 1197 by
3 not paying wages at the minimum wage rate for all time that the Minimum Wage Class Members
4 were subject to Defendants' control;

5 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
6 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
7 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
8 a workweek;

9 iii. Whether Defendants violated Labor Code sections 512 and 226.7, as
10 well as the applicable Wage Order, by employing the Meal Period Class Members without providing
11 all compliant and/or required meal periods and/or paying meal period premium wages;

12 iv. Whether Defendants violated Labor Code section 226.7 by employing
13 the Rest Period Class Members without providing all compliant and/or required rest periods and/or
14 paying rest period premium wages;

15 v. Whether Defendants failed to provide the Wage Statement Class
16 Members with accurate itemized statements at the time they received their itemized statements;

17 vi. Whether Defendants failed to provide the Waiting Time Class
18 Members with all of their earned wages upon separation of employment within the statutory time
19 period;

20 vii. Whether Defendants committed unlawful business acts or practice
21 within the meaning of Business and Professions Code sections 17200, *et seq.*;

22 viii. Whether Class Members are entitled to unpaid wages, penalties, and
23 other relief pursuant to their claims;

24 ix. Whether, as a consequence of Defendants' unlawful conduct, the
25 Class Members are entitled to restitution, and/or equitable relief; and

26 x. Whether Defendants' affirmative defenses, if any, raise any common
27 issues of law or fact as to Plaintiff and as to Class Members as a whole.

28 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members

1 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising
2 out of Defendants' failure to pay wages at least at minimum wage for all time the employees were
3 subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained
4 damages arising out of Defendants' failure to pay overtime wages for overtime hours worked.
5 Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure
6 to provide non-exempt employees with all required meal periods and/or meal periods that were duty-
7 free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as
8 compensation. Plaintiff and members of the Rest Period Class sustained damages arising out of
9 Defendants' failure to provide non-exempt employees with all required rest periods and/or rest
10 periods that were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium
11 wages as compensation. Plaintiff and members of the Wage Statement Class sustained damages
12 arising out of Defendants' failure to furnish them with accurate itemized wage statements in
13 compliance with Labor Code section 226. Plaintiff and members of the Waiting Time Class
14 sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages due
15 upon separation of employment within the statutory time limit.

16 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
17 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
18 other class members.

19 E. **Superiority:** A class action is superior to other available means for the fair
20 and efficient adjudication of this controversy. Because individual joinder of all members of each
21 class is impractical, class action treatment will permit a large number of similarly situated persons
22 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
23 unnecessary duplication of effort and expense that numerous individual actions would engender.
24 The expenses and burdens of individual litigation would make it difficult or impossible for
25 individual members of each class to redress the wrongs done to them, while important public
26 interests will be served by addressing the matter as a class action. The cost to and burden on the
27 court system of adjudication of individualized litigation would be substantial, and substantially more
28 than the costs and burdens of a class action. Individualized litigation would also present the potential

1 for inconsistent or contradictory judgments.

2 F. **Public Policy Consideration:** Employers throughout the state violate wage
3 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect
4 retaliation. Former employees fear bringing actions because they perceive their former employers
5 can blacklist them in their future endeavors with negative references or by other means. Class
6 actions provide the class members who are not named in the Complaint with a type of anonymity
7 that allows for vindication of their rights.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

10 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

11 **(Against All Defendants by Plaintiff and the Minimum Wage Class)**

12 43. Plaintiff incorporates all paragraphs above as though fully set forth herein.

13 44. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were
14 hourly non-exempt employees of Defendants.

15 45. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
16 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
17 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
18 effect during the time the employees earned the wages.

19 46. Defendants' policies, practices, and/or procedures required Plaintiff and the
20 Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for
21 all of the time in which they were subject to Defendants' control.

22 47. Defendants employed policies, practices, and/or procedures including, but not
23 limited to,

24 (a) Requiring Plaintiff and the Minimum Wage Class to remain on-duty during off-the-
25 clock meal breaks without being paid for that time.

26 48. Plaintiff and the Minimum Wage Class were not paid for this time resulting in
27 Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class
28 worked.

49. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage Class have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

50. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE

SECTIONS 510 and 1194

(Against All Defendants by Plaintiff and the Overtime Class)

51. Plaintiff incorporates all paragraphs above as though fully set forth herein.

52. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage Order 4.

53. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 4, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a workweek.

54. Labor Code section 510, subdivision (a), states in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

55. Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor

for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

56. Despite California law requiring employers to pay employees a higher rate of pay for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

57. Specifically, Defendants' employed policies, practices, and/or procedures including, but not limited to,

(a) Requiring Plaintiff and the Overtime Class to remain on-duty during off-the-clock meal breaks without being paid for that time.

58. Plaintiff and the Overtime Class were not paid for this time.

59. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime Class being subject to the control of Defendants when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

60. As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class have suffered damages in an amount subject to proof, to the extent that they were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

61. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7

(Against All Defendants by Plaintiff and the Meal Period Class)

62. Plaintiff incorporates all paragraphs above as though fully set forth herein.

63. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and the Wage Order.

64. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities no later than the end of the employee's fifth hour of work and a second meal period no later than the employee's tenth hour of work. Labor Code sections 226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does not receive a required meal or rest period that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

65. In this case, Plaintiff and the Meal Period Class worked shifts long enough to entitle them to meal periods under California law. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of work as required by law. Such policies, practices, and/or procedures included, but were not limited to,

(a) Failure to provide Plaintiff and the Meal Period Class timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.

(b) Failure to provide Plaintiff and the Meal Period Class a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Plaintiff and the Meal Period Class shifts over ten (10) hours.

66. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally required and legally compliant meal periods. Defendants lacked a policy and procedure for compensating Plaintiff and the Meal Period Class with premium wages when they did not receive all legally required and legally compliant meal periods.

67. Defendants' unlawful conduct alleged herein occurred in the course of employment

1 of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this
2 Complaint.

3 68. Because Defendants failed to provide employees with meal periods in compliance
4 with the law, Defendants are liable to Plaintiff and the Meal Period Class for one (1) hour of
5 additional pay at the regular rate of compensation for each workday that Defendants did not provide
6 all legally required and legally compliant meal periods, pursuant to Labor Code section 226.7 and
7 the Wage Order.

8 69. Plaintiff, on behalf of himself and the Meal Period Class seeks damages and all other
9 relief allowable, including a meal period premium wage for each workday Defendants failed to
10 provide all legally required and legally compliant meal periods, plus pre-judgment interest.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION**
13 **OF LABOR CODE SECTION 226.7**

14 **(Against All Defendants by Plaintiff and the Rest Period Class)**

15 70. Plaintiff incorporates all paragraphs above as though fully set forth herein.

16 71. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were
17 employees of Defendants, covered by Labor Code section 226.7 and Wage Order 4.

18 72. California law requires that “[e]very employer shall authorize and permit all
19 employees to take rest periods, which insofar as practicable shall be in the middle of each work
20 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
21 ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 4, §12.
22 Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length,
23 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
24 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53
25 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement “obligates
26 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
27 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
28 relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If

1 an employer fails to provide an employee a rest period in accordance with the applicable provisions
2 of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular
3 rate of compensation for each work day that the rest period is not provided." Wage Order 4, §12;
4 Labor Code section 226.7.

5 73. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than
6 three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
7 procedures that resulted in their failure to authorize or permit all legally required and compliant rest
8 periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures included,
9 but were not limited to, Defendants' policy, practice, and/or procedure of,

10 (a) Failure to provide Plaintiff and the Rest Period Class with net ten (10) minute rest
11 breaks for every four (4) hours worked or major fraction thereof.

12 (b) On occasions meal and rest breaks were provided, Defendants failed to provide
13 Plaintiff and the Rest Period Class with rest breaks for every four hours worked or major fraction
14 thereof; instead, on occasions rest breaks were added on to meal break to extend meal break;

15 (c) Failing to provide Plaintiff and the Rest Period Class a third uninterrupted duty-free
16 rest period of no less than ten (10) net minutes on each workday that Plaintiff and the Rest Period
17 Class work shifts over ten (10) hours.

18 74. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class one (1)
19 hour of pay at their regular rate of pay for each workday they did not receive all legally required and
20 legally compliant rest periods. Defendants lacked a policy and procedure for compensating Plaintiff
21 and the Rest Period Class with premium wages when they did not receive all legally required and
22 legally compliant rest periods.

23 75. Defendants' unlawful conduct alleged herein occurred in the course of employment
24 of Plaintiff and the Rest Period Class and such conduct has continued through the filing of this
25 Complaint.

26 76. Because Defendants failed to provide employees with rest periods in compliance
27 with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1) hour of
28 additional pay at the regular rate of compensation for each workday that Defendants did not provide

1 all legally required and legally compliant rest periods, pursuant to Labor Code section 226.7 and the
2 Wage Order.

3 77. Plaintiff, on behalf of himself and the Rest Period Class seeks damages and all other
4 relief allowable, including a rest period premium wage for each workday Defendants failed to
5 provide all legally required and legally compliant rest periods, plus pre-judgment interest.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
8 **VIOLATION OF LABOR CODE SECTION 226**

9 **(Against All Defendants by Plaintiff and the Wage Statement Class)**

10 78. Plaintiff incorporates all paragraphs above as though fully set forth herein.

11 79. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were
12 hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

13 80. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage
14 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an
15 itemized wage statement accurately stating the following:

16 (1) gross wages earned, (2) total hours worked by the employee, except for any
17 employee whose compensation is solely based on a salary and who is exempt from
18 payment of overtime under subdivision (a) of Section 515 or any applicable order of
19 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
20 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
21 provided that all deductions made on written orders of the employee may be
22 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
23 period for which the employee is paid, (7) the name of the employee and his or her
24 social security number, except that by January 1, 2008, only the last four digits of his
25 or her social security number or an employee identification number other than a social
26 security number may be shown on the itemized statement, (8) the name and address
27 of the legal entity that is the employer, and (9) all applicable hourly rates in effect
28 during the pay period and the corresponding number of hours worked at each hourly
rate by the employee.

24 81. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
25 provide accurate wage and hour statements to him and the Wage Statement Class who were subject
26 to Defendants' control for uncompensated time and who did not receive all their earned wages
27 (including minimum wages, overtime wages, meal period premium wages, and/or rest period
28 premium wages), in violation of Labor Code section 226.

1 82. Defendants provided Plaintiff and the Wage Statement Class with itemized
2 statements which stated inaccurate information including, but not limited to, the number of hours
3 worked, the gross wages earned, and the net wages earned.

4 83. Defendants' failure to provide Plaintiff and the Wage Statement Class with accurate
5 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
6 the Wage Statement Class with accurate wage statements but intentionally provided wage
7 statements they knew were not accurate. Defendants knowingly and intentionally put in place
8 practices which deprived employees of wages and resulted in Defendants knowingly and
9 intentionally providing inaccurate wage statements. These practices included Defendants' failure to
10 include all hours worked and all wages due.

11 84. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement Class
12 have suffered injury. The absence of accurate information on their wage statements has prevented
13 earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical
14 computations to determine the amount of wages owed, and will cause difficulty and expense in
15 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of
16 inaccurate information about wages and amounts deducted from wages to state and federal
17 government agencies. As a result, Plaintiff and the Wage Statement Class are required to participate
18 in this lawsuit and create more difficulty and expense for Plaintiff and the Wage Statement Class
19 from having to reconstruct time and pay records than if Defendants had complied with their legal
20 obligations.

21 85. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
22 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
23 violation occurred and one hundred dollars per employee per violation for each subsequent pay
24 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

25 86. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
26 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
27 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
28 employed Wage Statement Class members with inaccurate wage statements in violation of Labor

1 Code section 226(a) and currently employed Wage Statement Class members have no adequate legal
2 remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful
3 conduct. Injunctive relief is the only remedy available for ensuring Defendants' compliance with
4 Labor Code section 226(a).

5 87. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement
6 Class are entitled to recover the full amount of penalties due under section 226(e), reasonable
7 attorneys' fees, and costs of suit.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**

10 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

11 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

12 88. Plaintiff incorporates all paragraphs above as though fully set forth herein.

13 89. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
14 employees of Defendants, covered by Labor Code sections 201 and 202.

15 90. An employer is required to pay all unpaid wages timely after an employee's
16 employment ends. The wages are due immediately upon termination or within seventy-two (72)
17 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
18 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
19 resignation. *Id.*

20 91. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time
21 Class, with all wages earned and unpaid prior to separation of employment, in accordance with
22 either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at
23 all relevant times within the limitations period applicable to this cause of action, Defendants
24 maintained a policy or practice of not paying hourly employees all earned wages timely upon
25 separation of employment.

26 92. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages earned
27 prior to separation of employment timely in accordance with Labor Code sections 201 and 202 was
28 willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of

1 employment in accordance with Labor Code sections 201 and 202, but intentionally adopted policies
2 or practices incompatible with the requirements of Labor Code sections 201 and 202. Defendants'
3 practices include failing to pay at least minimum wage for all time worked, overtime wages for all
4 overtime hours worked, meal period premium wages, and/or rest period premium wages. When
5 Defendants failed to pay Plaintiff and the Waiting Time Class all earned wages timely upon
6 separation of employment, they knew what they were doing and intended to do what they did.

7 93. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
8 Class are entitled to all wages earned prior to separation of employment that Defendants have yet to
9 pay them.

10 94. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled
11 to continuation of their wages, from the day their earned and unpaid wages were due until paid, up
12 to a maximum of thirty (30) days.

13 95. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
14 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
15 earned prior to separation of employment.

16 96. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
17 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
18 wages owed under Labor Code section 203.

19 97. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their
20 unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and
21 reasonable attorney's fees and costs under Labor Code section 218.5.

22 **FOURTH CAUSE OF ACTION**

23 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**

24 **CODE SECTIONS 17200, ET SEQ.**

25 **(Against All Defendants by Plaintiff and the California Class)**

26 98. Plaintiff incorporates all paragraphs above as though fully set forth herein.

27 99. The unlawful conduct of Defendants alleged herein constitutes unfair competition
28 within the meaning of Business and Professions Code section 17200. This unfair conduct includes

Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum wages for all hours worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; provide accurate wage and hour statements; and timely pay all wages due upon separation of employment.

100. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the California Class have suffered injury in fact and lost money or property, as described in more detail above.

101. Pursuant to Business and Professions Code section 17203, Plaintiff and the California Class are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable attorney's fees and costs under Code of Civil Procedure section 1021.5 and other applicable statutes.

EIGHT CAUSE OF ACTION

CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL

ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.

(Against All Defendants by Plaintiff)

102. Plaintiff incorporates all paragraphs above as though fully set forth herein.

103. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197 and the applicable Wage Orders.

104. Specifically, Defendants have committed the following violations of California Labor Code:

105. Failure to pay wages for all hours worked at the legal minimum wage: Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

106. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the Wage Orders.

107. In this case, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during off-the-clock meal breaks without being paid for that time.

108. Therefore, Defendants suffered, permitted, and required Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable

1 Wage Order.

2 109. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
3 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
4 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
5 which includes all time that an employee is under control of the employer and all time the employee
6 is suffered and permitted to work. This includes the time an employee spends, either directly or
7 indirectly, performing services that inure to the benefit of the employer.

8 110. Labor Code sections 510 and 1194 require an employer to compensate employees a
9 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
10 hours in a workweek, and on any seventh consecutive day of work in a workweek:

11 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
12 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
13 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
14 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
15 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
16 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
17 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
18 employee. Labor Code § 510.

19 111. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
20 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
21 to Defendants’ policies, practices, and/or procedures including, but not limited to:

22 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
23 non-exempt employees to remain on-duty during off-the-clock meal breaks without being paid for
24 that time.

25 112. The foregoing policies, practices, and/or procedures resulted in time during each
26 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
27 employees were under the control of Defendants but were not compensated. To the extent that the
28 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code

sections 510, 1194 and 1198, and the applicable Wage Order.

113. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

114. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 4 at § 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

115. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §§ 226.7 and 1198; Wage Order 4 at § 11.

116. In this case, Defendants failed to authorize or permit legally required and compliant meal periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants' policies, practices, and/or procedures, including but not limited to:

(a) Failure to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.

(b) Failure to provide Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
2 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-
3 based hourly non-exempt employees work shifts over ten (10) hours.

4 117. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
5 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
7 Plaintiff and/or other current and former aggrieved California-based hourly non-exempt employees
8 did not receive legally required and compliant meal periods, in violation of Labor Code section
9 226.7.

10 118. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
11 and/or other current and former aggrieved California-based hourly non-exempt employees not
12 receiving wages to compensate them for workdays during which Defendants did not provide them
13 with meal periods in compliance with California law.

14 119. **Failure to pay wages to hourly non-exempt employees for workdays that**
15 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
16 current and former aggrieved California-based hourly non-exempt employees regularly worked
17 shifts of more than three-and-a-half (3.5) hours.

18 120. California law requires every employer to authorize and permit an employee a rest
19 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
20 § 226.7; Wage Order 4 at § 12. Under California law, "[e]mployees are entitled to 10 minutes' rest
21 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
22 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
23 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage
24 Order 4 at § 12. Rest periods, insofar as practicable, shall be in the middle of each work period.
25 Wage Order 4 at § 12. Additionally, the rest period requirement "obligates employers to permit –
26 and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*,
27 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
28 duties and relinquish control over how employees spend their time. *Id.*

1 121. If the employer fails to authorize or permit a required rest period, the employer must
2 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
3 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
4 4 at § 12.

5 122. In this case, Defendants failed to authorize or permit all legally required and
6 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
8 limited to:

9 (a) Failure to provide Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
11 or major fraction thereof.

12 (b) On occasions meal and rest breaks were provided, Defendants failed to provide
13 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
14 with rest breaks for every four hours worked or major fraction thereof; instead, on occasions rest
15 breaks were added on to meal break to extend meal break;

16 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net
18 minutes on each workday that Plaintiff and other current and former aggrieved California-based
19 hourly non-exempt employees work shifts over ten (10) hours.

20 123. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
21 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
23 they did not receive legally required and compliant rest periods, in violation of Labor Code section
24 226.7.

25 124. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
26 other current and former aggrieved California-based hourly non-exempt employees not receiving
27 wages to compensate them for workdays in which Defendants did not provide them with rest periods
28 in compliance with California law.

1 **125. Failure to timely pay earned wages during employment:** In California, wages
2 must be paid at least twice during each calendar month on days designated in advance by the
3 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
4 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
5 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
6 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
7 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
8 calendar days following the close of the payroll period in which wages were earned. Labor Code §
9 204(d).

10 **126.** As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
11 timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
12 employees their earned wages (including minimum wages, overtime wages, meal period premium
13 wages and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
14 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff and
15 other current and former aggrieved California-based hourly non-exempt employees their earned
16 wages within the applicable time frames outlined in Labor Code section 204.

17 **127. Secret payment of lower wages than designated by statute:** Labor Code section
18 223 provides that, where any statute or contract requires an employer to maintain the designated
19 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
20 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
21 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
22 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
23 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
24 Code section 1198, Defendants secretly paid a lower wage than designated by statute while
25 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

26 **128. Failure to provide complete and accurate wage statements:** Labor Code section
27 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
28 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement

1 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
2 employee whose compensation is solely based on a salary and who is exempt from payment of
3 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
4 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
5 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
6 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
7 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
8 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee.”

11 129. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
12 and other current and former aggrieved California-based hourly non-exempt employees all wages
13 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
14 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
15 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
16 226(a)(1, 2, 5 & 9).

17 130. **Failure to pay employees all wages due at time of termination/resignation:** An
18 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
19 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
20 hours of resignation (Labor Code section 202).

21 131. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
22 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
23 of their earned wages (including minimum wages, overtime wages, meal period premium wages,
24 and/or rest period premium wages), Defendants failed to pay those employees timely after each
25 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

26 132. Labor Code sections 2699, subdivisions (a) and (g), authorize an aggrieved
27 employee, on behalf of himself or herself and other current or former employees, to bring a civil
28 action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor

1 Code section 2699.3.

2 133. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
3 section 2699.3. On May 1, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
4 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
5 Code alleged to have been violated, including the facts and theories to support the violations alleged.
6 A copy of this notice is attached hereto as Exhibit A and the facts and theories are incorporated
7 herein by this reference.

8 134. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
9 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
10 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
11 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
12 to investigate Plaintiff's claims.

13 135. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
14 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
15 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
16 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
17 amounts:

18 a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7,; one
19 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
20 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation
21 [penalty amounts established by Labor Code section 2699(f)(2)].

22 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
23 dollars (\$250) for each employee for each pay period for the initial violation, and one thousand
24 dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay period
25 [penalty amounts established by Labor Code section 226.3].

26 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each
27 employee for each pay period for the initial violation, and one hundred dollars (\$100) for each
28 subsequent violation, for each underpaid employee for each pay period [penalty amounts established

1 by Labor Code section 558].

2 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
3 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
4 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
5 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
6 section 210].

7 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
8 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
9 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
10 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
11 section 225.5].

12 136. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
13 reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.

14
15 **PRAYER FOR RELIEF**

16 **WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE**
17 **SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

18 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH AND**
19 **EIGHTH CAUSES OF ACTION:**

20 1. That the Court determine that this action may be maintained as a class action (for the
21 entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil
22 Procedure section 382 and any other applicable law;

23 2. That the named Plaintiff be designated as a class representative for the California
24 Class (and all sub-classes thereof);

25 3. For a declaratory judgment that the policies, practices, and/or procedures complained
26 herein are unlawful; and

27 4. For an injunction against Defendants enjoining them, and any and all persons acting
28 in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures

1 set forth herein.

2 **ON THE FIRST CAUSE OF ACTION:**

3 1. That Defendants be found to have violated the minimum wage provisions of the
4 Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

5 2. For damages, according to proof, including but not limited to unpaid wages;

6 3. For any and all legally applicable penalties;

7 4. For liquidated damages pursuant to Labor Code section 1194.2;

8 5. For pre-judgment interest, including but not limited to that recoverable under Labor
9 Code section 1194, and post-judgment interest;

10 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
11 under Labor Code section 1194;

12 7. For pre-judgment interest, including but not limited to that recoverable under Labor
13 Code section 218.6, and post-judgment interest; and

14 8. For such other further relief, in law and/or equity, as the Court deems just or
15 appropriate.

16 **ON THE SECOND CAUSE OF ACTION:**

17 1. That Defendants be found to have violated the overtime provisions of the Labor Code
18 and the IWC Wage Order as to Plaintiff and the Overtime Class;

19 2. For damages, according to proof, including but not limited to unpaid wages;

20 3. For any and all legally applicable penalties;

21 4. For pre-judgment interest, including but not limited to that recoverable under Labor
22 Code section 1194, and post-judgment interest;

23 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
24 under Labor Code section 1194; and

25 6. For such other further relief, in law and/or equity, as the Court deems just or
26 appropriate.

27 **ON THE THIRD CAUSE OF ACTION:**

28 1. That Defendants be found to have violated the meal period provisions of the Labor

1 Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

2 2. For damages, according to proof, including unpaid premium wages;

3 3. For any and all legally applicable penalties;

4 4. For pre-judgment interest, including but not limited to that recoverable under Labor

5 Code section 218.6, and post-judgment interest; and

6 5. For such other further relief, in law and/or equity, as the Court deems just or
7 appropriate.

8 **ON THE FOURTH CAUSE OF ACTION:**

9 1. That Defendants be found to have violated the rest period provisions of the Labor
10 Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;

11 2. For damages, according to proof, including unpaid premium wages;

12 3. For any and all legally applicable penalties;

13 4. For pre-judgment interest, including but not limited to that recoverable under Labor

14 Code section 218.6, and post-judgment interest; and

15 5. For such other further relief, in law and/or equity, as the Court deems just or
16 appropriate.

17 **ON THE FIFTH CAUSE OF ACTION:**

18 1. That Defendants be found to have violated the provisions of the Labor Code
19 regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

20 1. For damages and/or penalties, according to proof, including damages and/or statutory
21 penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages
22 or penalties;

23 2. For pre-judgment interest and post-judgment interest;

24 3. For an injunction against Defendants enjoining them, and any and all persons acting
25 in concert with them, from engaging in violations of Labor Code section 226, subdivision (a);

26 4. For attorneys' fees and costs of suit, including but not limited to those recoverable
27 under Labor Code section 226, subdivision (e); and

28 5. For such other further relief, in law and/or equity, as the Court deems just or

appropriate.

ON THE SIXTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the Waiting Time Class;

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code section 203 and any other legally applicable damages or penalties;

3. For pre-judgment interest, including under Labor Code section 218.6, and post-judgment interest;

4. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 218.5; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

1. That Defendants be found to have violated Business and Professions Code sections 17200, *et seq.*, for the conduct alleged herein as to the California Class;

2. A declaratory judgment that the practices complained herein are unlawful;

3. An injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein;

4. For restitution to the full extent permitted by law;

5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Code of Civil Procedure section 1021.5; and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

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1 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
2 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

3 **ON THE EIGHTH CAUSE OF ACTION:**

4 1. That Defendants be found to have violated the provisions of the Labor Code and the
5 IWC Wages Orders as to the Plaintiff and aggrieved employees;

6 2. For any and all legally applicable penalties during the relevant statute of limitations
7 subject to any permissible tolling, including but not limited to those recoverable under the California
8 Labor Code, including but not limited to sections 2699(f);

9 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
10 under California Labor Code section 2699(g); and

11 4. For such and other further relief, in law and/or equity, as the Court deems just or
12 appropriate.

13
14 Dated: September 5, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

15
16 By: /s/Paolo Policastro
17 Joseph Lavi, Esq.
18 Vincent C. Granberry, Esq.
19 Win Pham, Esq.
20 Paolo Policastro, Esq.
21 Attorneys for Plaintiff
22 JONATHAN MARTINEZ
23 on behalf of himself and others similarly situated
24
25
26
27
28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff JONATHAN MARTINEZ demands a trial by jury for himself and the California
3 Class on all claims so triable.

4
5 Dated: September 5, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

6
7 By: /s/Paolo Policastro
Joseph Lavi, Esq.
8 Vincent C. Granberry, Esq.
9 Win Pham, Esq.
Paolo Policastro, Esq.
10 Attorneys for Plaintiff
JONATHAN MARTINEZ
on behalf of himself and others similarly situated
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“EXHIBIT A”

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
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May 1, 2024

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

<u>SHOWROOM INTERIORS LLC</u> Registered Agent for Process Service c/o Irania Siguenza 8905 Rex Road Pico Rivera, CA 90660 <u>Certified No.: 7022 3330 0002 1393 4994</u>	<u>SHOWROOM INTERIORS LLC</u> Attn.: Legal Department 8905 Rex Road Pico Rivera, CA 90660 <u>Certified No.: 7022 3330 0002 1393 4963</u>
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From: JONATHAN MARTINEZ, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of SHOWROOM INTERIORS LLC.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Win Pham, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfim.com
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Our firm has been retained by aggrieved employee JONATHAN MARTINEZ concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against his employers, SHOWROOM INTERIORS LLC.

We are filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee JONATHAN MARTINEZ ("Employee") was employed by SHOWROOM INTERIORS LLC ("Defendants" or "Employers") as an hourly non-exempt employee from in or around 2021 until on or about currently.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code section 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during off-the-clock meal breaks without being paid for that time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during off-the-clock meal breaks without being paid for that time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers’ failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer’s aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer’s foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendant’s violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates

in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

3. *Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failure to provide Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.
- Failure to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

4. Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." Wage Order 4, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates Employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failure to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof.
- On occasions meal and rest breaks were provided, Employers failed to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with rest breaks for every four hours worked or major fraction thereof; instead, on occasions rest breaks were added on to meal break to extend meal break;

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

5. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during his employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay him and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

6. Failure to Provide Accurate Wage Statements

Labor Code section 226(a) states that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), as such failures rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

7. Failure to Timely Pay Final Wages

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee's separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

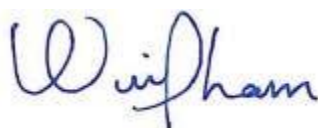
8. Employer's Other Violations of the California Labor Code

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer's violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198 and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP



Win Pham, Esq.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Beverly Hills, California 90211.

On September 16, 2025, I served the foregoing document, described as:

1. "PLAINTIFF JONATHAN MARTINEZ'S FIRST AMENDED COMPLAINT"

on all interested parties in this action as follows:

<i>Attorneys for Defendant</i> SHOWROOM INTERIORS LLC: Heather M. Sager (SBN 186566) Matthew L. Goldberg (SBN 267295) PERKINS COIE LLP 505 Howard Street, Suite 1000, San Francisco, CA 94105 Telephone: (415) 344-7000 Fax: (415) 344-7050 Brittany A. Sachs (SBN 287651) PERKINS COIE LLP 1888 Century Park East, Suite 1700 Los Angeles, California 90067-1721 Telephone: +1.310.788.9900 Facsimile: +1.310.788.3399 Email: hsager@perkinscoie.com mgoldberg@perkinscoie.com BSachs@perkinscoie.com	
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☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the aforementioned service information is true and correct.

Executed on September 16, 2025, at Beverly Hills, California.

/s/ Veverly K Esquivel
Veverly Esquivel

PROOF OF SERVICE