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ADAM ANDRU SUTTON

FILED
Superior Court of California
County of Los Angeles
10/07/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

ADAM ANDRU SUTTON, an individual,

Plaintiff,

v.

CAMDEN DEVELOPMENT, INC., and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV17682

[Assigned for all purposes to Hon. Elihu M. Berle,
in dept. 6]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY OVERTIME (Cal. Labor Code §§ 510, 558, 1194, 1194.3, 1198; Wage Order No. 5);**
- 2. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5);**
- 3. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 5);**
- 4. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; Wage Order No. 5);**
- 5. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. Labor Code §§201-203; Wage Order No. 5);**
- 6. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**

- 1 7. **FAILURE TO PROVIDE UNIFORM**
2 **MAINTENANCE ALLOWANCE (Cal.**
3 ***Labor Code* §2802);**
4 8. **REPORTING TIME PAY (Wage Order**
5 **No. 5);**
6 9. **FAILURE TO ALLOW INSPECTION OF**
7 **EMPLOYMENT RECORDS (Cal. *Labor***
8 ***Code* §1198.5);**
9 10. **UNFAIR COMPETITION (Cal. *Bus. &***
10 ***Prof. Code* §§17200 *et seq.*); and**
11 11. **PRIVATE ATTORNEY GENERAL ACT**
12 **(“PAGA”)**

13 Action Filed: July 16, 2024
14 Trial Date: Not Set

15 All allegations in this First Amended Complaint are based upon information and belief
16 except for those allegations which pertain to the Plaintiff named herein and his counsel. Each
17 allegation has evidentiary support or is likely to have evidentiary support after a reasonable
18 opportunity for further investigation and discovery.

19 Adam Andru Sutton (“Plaintiff”) alleges the following:

20 1. This is a class action brought under California law by an individual who was
21 employed by Camden Development, Inc. (“CD” or “Defendant”) (along with DOES 1 through
22 100, collectively “Defendants”). Plaintiff brings this action on behalf of himself and others
23 similarly situated to recover wages from Defendant due to Defendant’s systematic failure to: pay
24 overtime wages, provide meal and rest breaks (or pay the statutory compensation due), issue
25 accurate wage statements, pay all wages upon termination, reimburse business expenses, provide
26 a uniform maintenance allowance, and reporting time pay.

27 2. Plaintiffs have worked as Maintenance Supervisors and other employees for
28 Defendant in California. While working, Plaintiffs have been forced to endure stressful and illegal
workplace conditions created by Defendant’s efforts to maximize profits and tightly control labor
costs.

1 3. Plaintiff, like his co-workers whom Defendant also employed during the
2 applicable limitations period, spend their workdays as Maintenance Supervisors and other
3 employees, under illegal and highly regimented circumstances. That regimen results from
4 Defendant's insistence to strictly monitor and curtail labor costs, which Defendant accomplishes
5 by not paying for all labor costs, failing to pay overtime wages due to off the clock work, failing
6 to provide meal and rest breaks (or pay the statutory compensation due); failing to issue accurate
7 wage statements, failing to pay all wages on termination, failing to reimburse business expenses,
8 failing to pay a uniform maintenance allowance, failing to pay reporting time pay and by using
9 other unlawful stratagems to ensure that labor costs remain artificially low.

10 4. Plaintiff brings this class action to recover, among other things, wages and
11 penalties from unpaid wages earned and due, including but not limited to, overtime wages,
12 premium pay for failure to afford proper meal/rest breaks, wages due to discharged or quitting
13 employees, penalties for failure to provide accurate itemized wage statements, reimbursement of
14 business expenses, monies paid for uniform maintenance, reporting time pay and interest,
15 attorneys' fees, costs, and expenses.

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

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

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

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

PLAINTIFF

- (a) An individual over age 18 and a resident of Jackson, Georgia and was previously a resident of Glendale, California;
- (b) Employed as an hourly employee for Defendant in Glendale, California;
- (c) Did not receive overtime wages due to off the clock work in violation of *Labor Code* §§510, 1198 and IWC Wage Order No. 5;
- (d) Did not receive the meal periods as required by *Labor Code* §266.7 and IWC Wage Order No. 5;
- (e) Did not receive the rest periods required by *Labor Code* §266.7 and IWC Wage Order No. 5;
- (f) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (g) When terminated from his employment, did not receive his final paycheck within the time limits prescribed by *Labor Code* §201;
- (h) Was not reimbursed for business expenses as required by *Labor Code* §2802;

- 1 (i) Was not provided a uniform maintenance allowance as required by *Labor*
2 *Code* §2802;
3 (j) Was not paid reporting time pay in violation of the applicable IWC Wage
4 Order; and
5 (k) Was not provided his personnel records. Each of these was a violation of
6 the *Labor Code*.

7 **DEFENDANT**

8 11. Plaintiff is informed and believes, and based on that information and belief,
9 alleges, Defendant CG is, and at all times mentioned herein was:

- 10 (a) A Delaware corporation, with a principal place of business at 11 Greenway
11 Plaza, Suite 2400, Houston, Texas 77046. Defendant has been authorized
12 to do business and has been doing business in the County of Los Angeles;
13 (b) The former employer of Plaintiff and the current and former employer of
14 the putative Class members;
15 (c) Paid Plaintiff and all Class Members on an hourly basis;
16 (d) Failed to pay Plaintiff and all putative Class members overtime wages;
17 (e) Failed to provide Plaintiff and all putative Class members with meal and
18 rest periods, failed to provide Plaintiff and all putative Class Members with
19 accurate itemized wage statements;
20 (f) Failed to issue final paychecks timely to Plaintiff and all putative Class
21 Members;
22 (g) Failed to reimburse business expenses to Plaintiff and all putative Class
23 Members;
24 (h) Failed to provide a uniform maintenance allowance to Plaintiff and all
25 putative Class Members;
26 (i) Failed to pay reporting time pay to Plaintiff and all putative Class
27 Members; and
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1 (j) Failed to provide Plaintiff with his requested personnel records. Each of
2 these was a violation of the *Labor Code*.

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

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

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

20 15. Plaintiff is informed and believes, and based on that information and belief alleges,
21 that Defendants named in this First Amended Complaint, including DOES 1 through 100,
22 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of
23 each of the other Defendants and that each Defendant was acting within the course and scope of
24 his, hers or its authority as the agent, servant and/or employee of each of the other Defendants.
25 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the Class,
26 for the damages sustained as a proximate result of their conduct.

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

CLASS ALLEGATIONS

A. The Definition of the Class

17. The Class (“the Class”) is defined as follows:

(a) “All current and former employees who were hourly paid employees of Defendant and worked for Defendant in California at any time during the period commencing on the date that is four (4) years prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

(b) “All persons who were hourly paid employees of Defendant and worked for Defendant in California and left the employ of Defendant at any time during the period commencing on the date that is within one (1) year prior to the filing of this Complaint and continuing through the present date (the “Class Period”)”.

18. Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

B. Maintenance of the Action

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

4 **C. The Class Requisites**

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

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

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

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

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

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

substantially impair or impede the non-parties' ability to protect their interests, by, for example, potentially exhausting the funds available from Defendant, and

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

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

GENERAL ALLEGATIONS

25. At all times material hereto, Defendant has been and is, an apartment rental agency that owns, develops, acquires, sells and manages apartment communities in California.

26. Plaintiff and members of the Class were employed as Maintenance Supervisors and other non-exempt employees in California at various times during the Class Period.

THE CONDUCT

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

28. Starting on or about August 15, 2023 and continuing to March 13, 2024, Defendant employed Plaintiff on an hourly basis as a Maintenance Supervisor for DC in Glendale, California.

29. While employed by Defendant as a Maintenance Supervisor, Plaintiff was paid \$43.00 per hour.

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

OFF-THE-CLOCK WORK

1 31. Employers must compensate non-exempt employees for “off-the-clock” work
2 (before punching in or after punching out on a time clock) if the employers knew or should have
3 known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22
4 Cal. 4th 575, 585.

5 32. Defendant required Plaintiff and the Class to regularly perform compensable tasks
6 pre- and post-shift off-the-clock for which they did not receive any compensation. Specifically,
7 at all times relevant, Plaintiff and Class members consistently worked hours for which they were
8 not paid because Plaintiff and the Class members were required to wait in line while off the clock
9 for time clocks to become available to clock in and out. Plaintiff and Class members typically
10 had to wait 5-10 minutes in line at least once per week to clock in for their shifts, start of meal
11 breaks and end of meal breaks. At times, the timeclocks were not operating and Plaintiff and
12 Class members had to wait between 10-20 minutes to clock in and/or out.

13 33. As a result, and because they improperly treated such pre-shift time as non-
14 compensable, Defendant failed to compensate Plaintiff and the Class for such time.

15 34. Further, Plaintiff and Class members’ meal breaks were routinely interrupted and
16 they would perform work for about 15-30 minutes 3 times per week while off the clock on their
17 meal breaks. Further, Plaintiff and Class members routinely had to wait in line for between 1-2
18 minutes for time clocks to become available to clock in and out. Approximately 5 times per week,
19 Plaintiff and Class members engaged in off the clock work for between 15-30 minutes before the
20 start of their shifts, such as cleaning and inspecting the properties, and responding to emergency
21 situations. Defendant did not allow Plaintiff and Class members to clock in prior to their shift
22 start times. Plaintiff and Class members were unable to complete all of their tasks during their
23 shift times. Defendant was aware of Plaintiff and Class members’ off the clock work. Once per
24 week, Plaintiff and Class members cleaned hallways, wiped tile floors, cleaned up after dogs,
25 repaired/maintained the pool area for about 1 hour prior to clocking in.

26 35. Further, approximately 5 times per week, Plaintiff and Class members engaged in
27 post-shift off the clock activities. Specifically, Plaintiff and Class members cleaned and inspected
28 the property and responded to emergency situation for about 45-60 minutes after clocking out.

1 36. Additionally, Defendant called Plaintiff and Class members after working hours
2 to address urgent/emergency issues. Plaintiff and Class members performed that work without
3 clocking in. Defendant's management was aware that Plaintiff and Class members were engaging
4 in post-shift off the clock activities. On one occasion, Plaintiff was written up by Defendant for
5 not responding to an after-hours call, even though he was not on call on that particular day.
6 Moreover, Plaintiff and Class members spent about 3 hours per week working from home off the
7 clock on weekends and/or after hours. Plaintiff organized his work for the week and that of the
8 employees he supervised. Plaintiff would update his to do list and work/repair priorities. Plaintiff
9 performed this work on a computer software program that Defendant provided him. Lastly,
10 Defendant required Plaintiff and Class members to use their personal cell phones while off the
11 clock for work-related activities. Plaintiff and Class members received calls from Defendant,
12 tenants and/or calls they made to coordinate repairs needed on an emergency basis. Plaintiff and
13 Class members were not paid for their post-shift off the clock activities.

14 **FAILURE TO PAY OVERTIME WAGES**

15 37. Under California law, non-exempt employees as defined by Wage Order 5, are
16 entitled to premium wages for overtime worked. Under California law, an hourly paid employee
17 is entitled to overtime pay when they exceed eight hours of work in a single day, exceed 40 hours
18 of work in a week or work seven days in a row.

19 38. At all times during the relevant time period, Plaintiff and the Class routinely
20 worked schedules such that they were due pay at overtime due to off the clock work. During this
21 period, it was the practice and policy of Defendant to not pay employees overtime wages. Monies
22 for unpaid overtime remain due and owing.

23 **EXCLUSION OF BONUSES FROM REGULAR RATE OF PAY**

24 39. California law uses the terms "compensation" and "pay" interchangeably and
25 requires that all applicable remuneration, including but not limited to, commissions, and/or non-
26 discretionary bonuses, and/or gift cards and/or cash payments based on sales numbers, etc., be
27 included when calculating an employee's regular rate of pay.

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40. Defendant failed to properly pay and calculate wages due to excluding nondiscretionary bonuses from regular rate of pay calculations. Such bonus payments are required under California law to be included in an employee's regular rate of pay for wage calculation. Defendant failed to do so, thereby failing to pay employees their full wages as required under the Labor Code.

41. Plaintiff and members of the Class received bonuses that must be included when calculating their regular rates of pay for purposes of wages. However, Defendant failed to correctly calculate Plaintiff and members of the Class's regular rate of pay to include all applicable remuneration, including, but not limited to, bonuses. Defendant issued Plaintiff a "Bonus—Maintenance Supervisor" on various dates of employment. The bonuses were not blended into Plaintiff and Class member's regular rate of pay. Also, Plaintiff was paid "Sick Entitlement Payment", but it is not clear at what rate that was paid.

LATE/INTERRUPTED MEAL BREAKS

42. Plaintiff and the Class members were routinely not afforded proper meal breaks. Meal breaks were offered late, after the fifth hour. Further, meal breaks were routinely interrupted by work calls. At least 1 time per week, Plaintiff and Class members' meal breaks were interrupted. Plaintiff would clock back in, handle the issue for about 15-30 minutes and then clock back out to finish his lunch. At times, he would perform work during his meal breaks off the clock.

REST BREAKS NOT AFFORDED AND/OR INTERRUPTED

43. Plaintiff and the Class members were routinely not afforded proper rest breaks. At times, Plaintiff and Class members had to work during their rest periods. Plaintiff and Class members' rest breaks were routinely interrupted about 5 times per week. Defendant's "Camden Employee Handbook" does not list a breakdown of when rest breaks are provided, nor does it mention major fraction thereof language.

FAILURE TO ISSUE ACCURATE WAGE STATEMENTS

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1 44. As a result of Defendant's failure to pay employees required overtime wages and
2 failure to afford meal/rest breaks, the wage statements issued to the employees did not comply
3 with *Labor Code* §226 and California Industrial Welfare Commission ("IWC") Wage Order 5 in
4 that they did not accurately reflect all wages earned and due and owing.

5 **FAILURE TO PAY WAGES DUE UPON TERMINATION AND/OR RESIGNATION**

6 45. As a further result of Defendant's failure to pay employees at required overtime
7 wage rates due to off the clock work and for meal/rest breaks not properly afforded, when the
8 employees left their employ, they were not timely paid all wages due them, as required by *Labor*
9 *Code* §§ 201, 202 and Wage Order 5. Further, it was the practice of Defendant to not pay
10 employees the final paychecks within the time periods mandated by *Labor Code* §§201, 202 and
11 Wage Order 5.

12 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

13 46. Defendant failed to reimburse Plaintiff and Class members with their necessary
14 business expenses, such as cell phone use, computer and vehicle expenses.

15 **FAILURE TO PAY UNIFORM MAINTENANCE ALLOWANCE**

16 47. Defendant failed to pay Plaintiff and Class members for their uniforms and also
17 failed to pay for maintenance thereof. Defendant required Plaintiff and Class members to wear
18 uniforms consisting of polo shirts with logos. The "Camden Employee Handbook" places
19 uniform responsibilities for maintenance on the employees and states: "Keep it clean and well
20 maintained". Plaintiff and Class members paid for uniform maintenance themselves and were not
21 reimbursed therefor.

22 **REPORTING TIME PAY**

23 48. Defendant failed to pay Plaintiff and Class members reporting time pay. Plaintiff
24 and Class members were required to be on-call or standby 24/7 for 1 out of every 3 weeks.
25 Defendant did not pay Plaintiff and Class members for their on call-time, while they waited for
26 work. Defendant's policy was to pay Plaintiff and Class members only if they had to fix
27 something, but not for phone calls or other on-call duties. When Plaintiff and Class members
28 were required to work, they were required to show up within 30 minutes of being called.

1 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

2 49. Defendant failed to allow Plaintiff to timely inspect his personnel records and
3 payroll file.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME WAGES**

6 **(Labor Code §§ 510, 558, 1194, 1194.3, 1198, IWC Wage Order 5 By Plaintiff Against**
7 **Defendant and Does 1 through 100)**

8 50. Plaintiff and the Class reallege and incorporate by reference all of the allegations
9 set forth in this First Amended Complaint.

10 51. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab. Code
11 §§510, 1194, and 1198, and IWC Wage Order No. 5, Defendant was required to compensate
12 Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight
13 (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh
14 (7th) consecutive day of any work week.

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

19 53. Pursuant to IWC Wage Order No. 5-2001, § 3, "Employment beyond eight (8)
20 hours in any workday is permissible provided the employee is compensated for such overtime at
21 not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
22 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday...

23 54. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

55. As alleged above, Defendant required Plaintiff and the Class to regularly perform compensable tasks pre- and post-shift off-the-clock and on weekends for which they did not receive any compensation.

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

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

58. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FAILURE TO PAY FOR MEAL BREAKS

(Labor Code § 226.7 and IWC Wage Order No. 5 By Plaintiff and Against Defendant and DOES 1 through 100)

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

60. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by IWC Wage Order No. 5. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

1 61. California Labor Code §1198 makes unlawful the employment of an employee
2 under conditions the IWC prohibits.

3 62. IWC Order No. 5-2001(11)(A) provides: "No employer shall employ any person
4 for a work period of more than five (5) hours without a meal period of not less than 30-minutes,
5 except that when a work period of not more than six (6) hours will complete the day's work the
6 meal period may be waived by mutual consent of the employer and the employee."

7 63. IWC Order No. 5-2001 (11)(c) further provides, in relevant part: "Unless the
8 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
9 considered an 'on duty' meal period and counted as time worked."

10 64. Section 512(a) of the California Labor Code provides, in relevant part, that:

11 An employer may not employ an employee for a work period of more than five
12 hours per day without providing the employee with a meal period of not less than
13 30-minutes, except that if the total work period per day of the employee is no
14 more than six hours, the meal period may be waived by mutual consent of both
15 the employer and employee. An employer may not employ an employee for a
16 work period of more than 10 hours per day without providing the employee with
17 a second meal period of not less than 30-minutes, except that if the total hours
worked is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal period
was not waived.

18 65. The Labor Code and Wage Order provisions cited above require California
19 employers to provide employees with off-duty 30-minute meal periods on or before the fifth hour
20 of their shifts. To satisfy this obligation, California employers must: (1) make employees aware
21 of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and (2) ensure
22 that employees are actually free of job duties for thirty minutes per day on or before the fifth hour
23 of their shifts.

24 66. As alleged herein, Plaintiff and the members of the Class were routinely required
25 to work through their meal period at the fifth hour of their shifts at the direction of Defendant
26 and/or with their endorsement, encouragement, knowledge and acquiescence. Moreover,
27 Defendant failed to inform employees of their rights to off-duty thirty-minute meal periods before
28 the fifth hour of their shifts and instead discouraged the taking of timely meal periods.

1 67. Meal periods were routinely interrupted by work calls.

2 68. Under California law, employers must also record their employees' meal periods:
3 "Every employer shall keep accurate information with respect to each employee, including the
4 following: ... Meal periods ... shall also be recorded. Meal periods during which operations cease
5 ... need not be recorded." IWC Order No. 5, § (7)(A)(3). Where the employer has failed to keep
6 records required by statute, the consequences of such failure should fall on the employer, not the
7 employee. In such a situation, imprecise evidence by the employee can provide a sufficient basis
8 for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727 (1988). Inasmuch as Defendant
9 had an obligation under the record-keeping requirements of the Wage Order to track meal periods
10 unless "all work ceases", Defendant knew or should have known its employees were regularly
11 not afforded proper meal periods during the Class Period.

12 69. Defendant has a policy or practice of failing to ensure that Plaintiff and members
13 of the Class take the meal periods required by California Labor Code §226.7 and IWC Wage
14 Order No. 5-2001 §11.

15 70. By their actions in not affording Plaintiff and Class Members proper meal periods
16 Defendant violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount of
17 one additional hour of pay at the employee's regular rate of compensation for each work period
18 during each day in which Defendant failed to provide employees with statutory timely off-duty
19 meal periods.

20 71. Defendant also has a policy or practice of failing to pay each of their employees
21 who was not provided with a meal period as required an additional one hour of compensation at
22 each employee's regular rate of pay.

23 72. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to bring
24 a private right of action to recover wages due based on the deprivation of timely meal periods
25 under Cal. Labor Code § 226.7(b).

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1 73. As a direct result of Defendant's unlawful conduct as alleged herein, Plaintiff and
2 members of the Class have sustained economic damages, including but not limited to unpaid
3 wages and lost interest, in an amount to be established at trial, and are entitled to recover
4 economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to
5 Defendant's violations of the California Labor Code and the applicable IWC Wage Orders.

6 **THIRD CAUSE OF ACTION**

7 **FOR FAILURE TO PROVIDE REST PERIODS**

8 **(Labor Code § 226.7 and IWC Wage Order No. 5 By Plaintiff Against Defendant and**
9 **Does 1 through 100)**

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

12 75. Labor Code § 226.7 and IWC Wage Order No. 5 provide that employers shall
13 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per
14 four hours of work, or major fraction thereof.

15 76. Labor Code § 226.7 and the IWC Wage Order No. 5 provide that if an employer
16 fails to provide an employee with rest periods in accordance with those provisions, the employer
17 shall pay the employee one hour of pay at the employee's regular rate of compensation for each
18 workday that the rest periods were not so provided.

19 77. Defendant has intentionally and improperly denied rest periods to Plaintiff and the
20 Class in violation of Labor Code § 226.7 and IWC Wage Order No. 5.

21 78. Plaintiff and members of the Class were required to work during their rest breaks
22 and/or their rest periods were routinely interrupted.

23 79. At all times relevant hereto, Defendant failed to provide rest periods as required
24 by Labor Code § 226.7 and IWC Wage Order No. 5.

25 80. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiff and
26 the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts
27 which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits
28 of the Court, and which will be ascertained according to proof at trial.

1 **FOURTH CAUSE OF ACTION**

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

3 **ITEMIZED STATEMENTS**

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

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

7 82. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff and
8 the Class.

9 83. Pursuant to California Labor Code sections 226, and Wage Order 5-2001 section
10 7, Defendant is required to maintain and provide accurate records relating to employee
11 compensation including all formulas and production records used to calculate wages due.

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

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

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

25 87. Throughout the Class Period, Defendant intentionally and knowingly provided
26 Plaintiff and other members of the Class with weekly itemized wage statements containing
27 inaccurate information regarding the wages earned by Plaintiff and members of the Class in that
28 the payments owed to Plaintiff and the members of the Class for overtime wages due to off the

1 clock work, premium pay for meal/rest breaks and reporting time pay, were not included in gross
2 wages earned by Plaintiff and members of the Class. Further, Defendant failed to furnish Plaintiff
3 and the Class, upon payment of wages, itemized statements accurately showing the number of
4 hours worked and the rates paid.

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

7 89. Plaintiff and members of the Class were damaged by these failures because,
8 among other things, the failures led them to believe that they were not entitled to overtime wages,
9 premium pay for meal/rest breaks not properly afforded and reporting time pay, even though they
10 were so entitled and these failures hindered them from determining the amounts of wages owed
11 to them.

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

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

17 **FIFTH CAUSE OF ACTION**

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

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

20
21 92. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this First Amended Complaint.

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

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

95. Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them for overtime, meal/rest breaks not properly afforded, and reporting time pay.

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

SIXTH CAUSE OF ACTION

REIMBURSEMENT OF BUSINESS EXPENSES

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

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

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

99. At all times relevant herein, Defendant was aware that Plaintiff and Class members were using their personal cell phones, computers and vehicles for business, but failed to indemnify Plaintiff and Class members for all their business-related expenses, including wear and tear expenses, in accordance with Labor Code §2802. Plaintiff and the Class were required to use their cell phones to text and call their supervisors throughout the workday for one week. Thereafter, their personal cell phones were used as a backup method of contact. Plaintiff and Class members used their own computers and internet for work-related purposes. Further, Plaintiff and Class members used their personal vehicles to pick up supplies. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in using their cell phones, computers, internet and vehicles for work-related purposes.

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100. As a result of Defendant's conduct, Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

101. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION

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

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

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

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

105. Here, Defendant required Plaintiff and Class members to wear uniforms consisting of polo shirts with logos. However, Plaintiff and Class members were required to maintain their uniforms themselves.

106. Defendant failed to reimburse Plaintiff and members of the Class for their uniform maintenance.

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

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

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1 **EIGHTH CAUSE OF ACTION**

2 **REPORTING TIME PAY**

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

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

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

11 111. Defendant had a policy and practice required Plaintiff and Class members to be
12 on-call or standby 24/7 for 1 out of every 3 weeks. Defendant did not pay Plaintiff and Class
13 members for their on call-time, while they waited for work. Defendant's policy was to pay
14 Plaintiff and Class members only if they had to fix something, but not for phone calls or other
15 on-call duties. When Plaintiff and Class members were required to work, they were required to
16 show up within 30 minutes of being called.

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

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

22 **NINTH CAUSE OF ACTION**

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

24 **By Plaintiffs against Defendant and Does 1 through 100)**

25 114. Plaintiff and the Class reallege and incorporate by reference all of the allegations
26 set forth in this First Amended Complaint.

27 115. California Labor Code Section 1198.5 provides:
28

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

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

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

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

17 116. Additionally, pursuant to Wage Order 5, at section 7 re: Records, employers are
18 required to keep accurate payroll records on each employee, and such records must be made
19 readily available for inspection by the employee upon reasonable request. The employer must
20 also maintain accurate production records.

21 117. On or about July 16, 2024, Plaintiff' counsel issued a written request to Defendant
22 for copies of his personnel records.

23 118. Under California Labor Code Sections 226, 432 and 1198.5, such records were to
24 include all records relating to Plaintiff's hours worked, wage statements and compensation.
25 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
26 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
27 records.

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

6 **TENTH CAUSE OF ACTION**

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

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

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

14 122. The Business & Professions Code defines unfair competition as any unlawful,
15 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
16 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
17 overtime wages; (2) pay premium pay for meal breaks not properly afforded; (3) pay premium
18 pay for rest breaks not properly afforded; (4) furnish Plaintiff and the Class with accurate itemized
19 wage statements, (5) pay Plaintiff and the Class wages due when leaving their employ, (6)
20 reimburse business expenses, (7) provide a uniform maintenance allowance;(8) pay reporting
21 time pay; and (9) provide and allow inspection of personnel records, all in violation of Business
22 & Professions Code §§ 17200 *et seq.*

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

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

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

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

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

20 **ELEVENTH CAUSE OF ACTION**

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

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

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

1 130. On June 26, 2024, Plaintiff, pursuant to California Labor Code §§2699, et seq., by
2 and through his attorneys, uploaded a Private Attorney General Act ("PAGA") claim to the State
3 of California Labor and Workforce Development Agency ("LWDA") and sent a letter via
4 Certified Mail Return Receipt Requested to the defendant.

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

7 132. Plaintiff has complied with the administrative exhaustion requirements of PAGA.

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

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

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

14 2. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class
15 Members for each workday that a meal and/or rest period was not provided;

16 3. For compensatory damages in the amount of Plaintiff and Class Members' cell
17 phone, computer, internet and vehicle expenses for business purposes, costs and attorneys' fees
18 pursuant to Cal. Code Civ. Proc. §2802(c);

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

21 5. For reporting time pay;

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

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

25 8. For payment to Plaintiff and Class Members of waiting time penalties pursuant to
26 *Cal. Lab. Code* §203, in an amount equal to his and Class members' respective daily rates of pay
27 at the time of termination or layoff, multiplied by the total amount of days elapsed between the
28

1 date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up
2 to a maximum of 30 days' pay, according to proof;

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

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

8 11. For injunctive relief requiring Defendant to comply with Labor Code
9 1198.5(b)(1);

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

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

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

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

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

21 17. For injunctive relief ordering the continuing unfair business acts and practices to
22 cease, as the Court deems just and proper;

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

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

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

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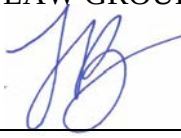
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DEMAND FOR JURY TRIAL

Plaintiff Adam Andru Sutton hereby respectfully requests a trial by jury for all claims and issues raised in his First Amended Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: October 7, 2024

By: 

Jasmine J. Badawi
Attorneys for Plaintiff,
ADAM ANDRU SUTTON

PROOF OF SERVICE

I certify and declare that I am over the age of 18 years and not a party to this action and that my place of employment is in the County of Los Angeles, State of California, located at 880 Apollo St., Suite 336, El Segundo, California 90245.

On this date hereon, I served a true copy of the following document(s):

PLAINTIFF'S FIRST AMENDED COMPLAINT

☐ by personally delivering it to the person(s) indicated below in the manner as provided by Rule of the California Rules of Civil Procedure;

☐ by transmitting it via facsimile machine to a telephone number listed below and known or represented to me to be the receiving telephone number for the facsimile copy transmission of the parties/persons/firms listed below;

☒ by transmitting it via electronically to the electronic mail address listed below;

☐ by overnight delivery service to be delivered the next day to the parties/persons/firms listed below;

☒ by United States Mail – First Class Postage to the parties/persons/firms listed below:

Heriberto Alvarez, Jr, Esq. David Kim, Esq. Leo Li, Esq. SEYFARTH SHAW LLP 601 South Figueroa Street Suite 3300 Los Angeles, CA 90017 Tel: (213) 270-9620 halvarez@seyfarth.com dakim@seyfarth.com LLi@seyfarth.com	ATTORNEYS FOR DEFENDANTS, CAMDEN DEVELOPMENT, INC.
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I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on October 7, 2024, at El Segundo, California, 90245.

Nicole Bathon
Nicole Bathon