

COPY

FILED

2024 SEP -9 AM 9:49

STEPHANNE BONNER, CLERK

MARCOS GOMEZ

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
David Keledjian (SBN 309135)
d.keledjian@d.law
David Arakelyan (SBN 337076)
d.arakelyan@d.law
880 E. Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiffs JESSIE MOORE and CHRISTOPHER JORDAN SANCHEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JESSIE MOORE, on behalf of himself and all
others similarly situated, and the general
public,

Plaintiffs,

v.

VALLEY PACIFIC PETROLEUM
SERVICES, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-0007423

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand (Lab. Code §§ 212 and 213);
7. Failure to Indemnify (Lab. Code § 2802);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

BY FAX

1 Plaintiffs JESSIE MOORE and CHRISTOPHER JORDAN SANCHEZ (“Plaintiffs”), on
2 behalf of themselves, all others similarly situated, the State of California, and the general public,
3 complain and allege as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this class and representative action against Defendants VALLEY
6 PACIFIC PETROLEUM SERVICES, INC., a California corporation; and DOES 1 through 50,
7 inclusive, (collectively referred to as “Defendants”) for alleged violations of the California Labor
8 Code and California Business and Professions Code. As set forth below, Plaintiffs allege that
9 Defendants have:

- 10 a. failed to pay them overtime wages at the correct rate;
- 11 b. failed to pay them double time wages at the correct rate;
- 12 c. failed to pay them overtime and/or double time wages by failing to include all
13 applicable remuneration in calculating the regular rate of pay;
- 14 d. failed to provide them with meal periods;
- 15 e. failed to provide them with rest periods;
- 16 f. failed to pay them premium wages for missed meal and rest periods;
- 17 g. failed to provide them with accurate written wage statements;
- 18 h. failed to reimburse them with necessary business expenditures;
- 19 i. failed to pay them all their final wages following separation of employment.

20 Based on these alleged Labor Code violations, Plaintiffs now bring this class and
21 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
22 restitution, and related relief on behalf of himself, all others similarly situated, and the general public.

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the monetary
25 damages and restitution sought by Plaintiffs from Defendants’ conduct exceeds the minimal
26 jurisdiction of the Superior Court of the State of California.

27 3. Venue is proper in the County of San Joaquin pursuant to Code of Civil Procedure
28 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions

1 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
2 maintains offices, transacts business and/or has an agent therein.

3 4. Venue is proper in San Joaquin County because Defendants' have at all times alleged
4 herein, conducted business in San Joaquin County, and throughout California. As such, venue is
5 proper in any county in California.

6 **PARTIES**

7 5. Plaintiff JESSIE MOORE is, and at all relevant times mentioned herein, was an
8 individual residing in the State of California.

9 6. Plaintiff CHRISTOPHER JORDAN SANCHEZ is, and at all relevant times
10 mentioned herein, was an individual residing in the State of California.

11 7. Plaintiffs are informed and believe, and thereupon allege that Defendant VALLEY
12 PACIFIC PETROLEUM SERVICES, INC. is, and at all relevant times mentioned herein, a California
13 corporation doing business in the State of California.

14 8. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein
15 as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
16 Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants
17 when ascertained. Plaintiffs are informed and believe, and thereupon allege that each of the
18 fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions
19 alleged herein and that Plaintiffs' alleged damages were proximately caused by these defendants, and
20 each of them. Plaintiffs will amend this complaint to allege both the true names and capacities of the
21 DOE defendants when ascertained.

22 9. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
23 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
24 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
25 or all of the other defendants, and in doing the things alleged herein, were acting within the course
26 and scope of such relationship and with the full knowledge, consent, and ratification by such other
27 defendants.

28 10. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times

mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

11. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiffs are unaware of any difficulties likely to be encountered in managing this case as a class action.

12. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

- a. **Hourly Employee Class:** All persons employed by Defendants, collectively or separately, and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California four years prior to the filing of this action and ending on the date that final judgment is entered in this action (“Hourly Employee Class”).
- b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a shift in excess of five hours during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.
- e. **Wage Statement Class:** All persons employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.
- f. **Pay Card Class:** All persons employed by Defendants in California, who were paid by pay card (or similar means) at any time during the **Relevant Time Period**.
- g. **Expense Reimbursement Class:** All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.
- h. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class** members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserves the

1 right to amend or modify the class definitions with greater specificity, by further division into sub-
2 classes and/or by limitation to particular issues.

3 14. **Numerosity**: The class members are so numerous that the individual joinder of each
4 individual class member is impractical. While Plaintiffs do not currently know the exact number of
5 class members, Plaintiffs are informed and believe, and thereupon allege that the actual number
6 exceeds the minimum required for numerosity under California law.

7 15. **Commonality and Predominance**: Common questions of law and fact exist as to all
8 class members and predominate over any questions which affect only individual class members.
9 These common questions include, but are not limited to:

- 10 a. Whether Defendants maintained a policy or practice of failing to provide
11 employees with their rest periods;
- 12 b. Whether Defendants maintained a policy or practice of failing to provide
13 employees with their meal periods;
- 14 c. Whether Defendants failed to pay premium wages to class members when they
15 have not been provided with meal and rest periods at the appropriate rates of pay;
- 16 d. Whether Defendants failed to pay minimum and/or overtime wages to class
17 members for all time worked;
- 18 e. Whether Defendants failed to provide class members with accurate written wage
19 statements as a result of providing them with written wage statements with
20 inaccurate entries for, among other things, amounts of gross and net wages, and
21 total hours worked;
- 22 f. Whether Defendants applied policies or practices that result in late and/or
23 incomplete final wage payments;
- 24 g. Whether Defendants failed to pay wages due, negotiable and payable in cash on
25 demand;
- 26 h. Whether Defendants failed to reimburse class members for all necessary business
27 expenses incurred during the discharge of their duties;
- 28 i. Whether Defendants are liable to class members for waiting time penalties under

1 Labor Code section 203; and

2 j. Whether class members are entitled to restitution of money or property that
3 Defendants may have acquired from them through unfair competition;

4 16. **Typicality:** Plaintiffs' claims are typical of the other class members' claims.
5 Plaintiffs are informed and believe, and thereupon allege that Defendants have a policy or practice of
6 failing to comply with the California Labor Code and Business and Professions Code as alleged in
7 this Complaint.

8 17. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives and
9 have no interests that are adverse to, or otherwise conflict with, the interests of absent class members
10 and are dedicated to vigorously prosecuting this action on their behalf. Plaintiffs will fairly and
11 adequately represent and protect the interests of the other class members.

12 18. **Adequacy of Class Counsel:** Plaintiffs' counsel are adequate class counsel in that
13 they have no known conflicts of interest with Plaintiffs or absent class members, are experienced in
14 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
15 of Plaintiffs and absent class members.

16 19. **Superiority:** A class action is vastly superior to other available means for fair and
17 efficient adjudication of the class members' claims and would be beneficial to the parties and the
18 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
19 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
20 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
21 due to many individual class members are likely to be relatively small and would thus make it
22 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
23 class action will serve an important public interest by permitting class members to effectively pursue
24 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
25 or contradictory judgments inherent in individual litigation.

26 **GENERAL ALLEGATIONS**

27 20. Plaintiffs worked for Defendants as a non-exempt employee during the relevant and
28 statutory periods.

1 21. Defendants had a common policy and practice of systemically failing to pay Plaintiffs
2 and Class Members proper wages and overtime for all hours worked at the proper rates of pay.
3 Specifically, Plaintiffs and Class members earned performance-based non-discretionary bonuses in
4 addition to their hourly pay. However, these supplemental earnings were not accounted for when
5 determining Plaintiffs' and Class Members' regular rate of pay, and respective and proper overtime
6 rates of pay. Additionally, Defendants maintained a policy or practice of failing to pay premium
7 wages to Class members when their schedules were interrupted by non-paid and non-working time
8 periods established by the employer. The time periods between these shifts were longer than a bona
9 fide meal or rest periods and were for the benefit of the employer.

10 22. Plaintiffs and Class Members were consistently required to perform work, off-the-
11 clock, for which they were not paid wages. Specifically, Plaintiffs and Class Members were required
12 to pick up the trash and various containers, and assist customers prior to the start of their shift and
13 before they were able to clock in for the day. Additionally, Plaintiffs and Class Members were
14 required to don off their protective gear, turn off lights, set up the alarm, and lock the doors after they
15 had clocked out for the day, but before they could leave the premises where they worked. Lastly,
16 Plaintiffs and Class Members were required to respond to telephone calls and text messages sent to
17 their personal cellular phones by management during their breaks and on their days off. The foregoing
18 and uncompensated working time was under the direction and control of Defendants, for which no
19 wages were paid.

20 23. This uncompensated time caused Plaintiffs and Class Members to work in excess of
21 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiffs
22 and Class Members to minimum and overtime wages, which they were systemically denied.

23 24. Defendants had a common policy and practice of systemically denying Plaintiffs and
24 Class Members the opportunity to take meal periods in compliance with the California Law.
25 Specifically, due to understaffing and heavy workloads, Plaintiffs and Class Members were denied
26 the opportunity to take timely meal periods prior to the completion of their fifth hour of work.
27 Additionally, Plaintiffs' and Class Members' meal breaks were interrupted due to urgent tasks that
28 were assigned by management and had to be completed. Furthermore, Plaintiffs and Class Members

1 were not relieved of all work duties during unpaid meal periods and were required to keep working
2 during meal breaks. Plaintiffs and Class Members were required to keep their cellular phone on and
3 remain on call during meal periods. Lastly, Plaintiffs and Class Members were prohibited to leave the
4 premises of their employment during meal periods.

5 25. Plaintiffs and Class Members were not provided with meal periods of at least thirty
6 (30) minutes for each five (5) hour work period, including second meal period for shifts of ten (10)
7 hours or more due to (1) Defendants' policy of not scheduling each meal period as part of each work
8 shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that
9 advised Class Members of their meal and rest period rights; and (3) Defendants' practice of requiring
10 putative class members to continue working through their meal periods due to the excessive workload
11 and maintaining and monitoring their cellular phones during breaks.

12 26. Defendants had a common policy and practice of systemically denying Plaintiffs and
13 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiffs
14 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
15 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
16 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and
17 a third rest break for shifts of ten (10) hours or more; (2) no formal compliant written rest period
18 policy that encouraged employees to take their rest periods, or that properly advised Plaintiffs and
19 Class Members of their rest period rights; (3) Defendants' policy and practice of requiring putative
20 class members to continue working through their rest breaks due to the excessive workload and
21 maintaining and monitoring their cellular phones during breaks; (4) Defendants' policy and practice
22 of requiring Plaintiffs and Class Members to keep their cellular phone on and remain on call during
23 rest periods; (5) Defendants' policy of prohibiting Plaintiffs and Class Members from leaving the
24 premises of their employment during rest periods..

25 27. Furthermore, Defendants failed to pay Plaintiffs and Class Members premium pay
26 wages at their appropriate regular rates of pay for each meal and rest period denied.

27 28. Plaintiffs and Class Members were not provided with accurate wage statements as
28 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage

1 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
2 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
3 Additionally, the wage statements issued to Plaintiffs and Class Members were not recorded in “ink
4 or other indelible form.”

5 29. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
6 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

7 30. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
8 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
9 not included.

10 31. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
11 were not accurately reflected in that: all hours worked, including overtime, were not included.

12 32. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
13 issues to Plaintiff and Class Members failed to state “the name and address of the legal entity that is
14 the employer.”

15 33. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
16 hourly rates in effect during the pay period and the corresponding number of hours worked at each
17 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
18 overtime, were not included.

19 34. Furthermore, Defendants failed to provide Plaintiffs and Class Members with paper
20 pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
21 Plaintiffs’ and Class Members’ wage statement were only provided in electronic format in violation
22 of Labor Code § 226.

23 35. Defendants failed to pay Plaintiff and Class Members with an order, check, draft, note,
24 memorandum, or other acknowledgment of indebtedness that was payable on demand, without
25 discount at some established place of business in the state. Defendants' issued pay cards to Plaintiff
26 and Class Members for wages earned. These pay cards were useable for a fee and did not have a
27 provision for use and payment in California at no cost to the employee. Therefore, Defendants' failed
28 to provide Plaintiff and Class Members with checks, drafts, notes or other acknowledgements of

1 indebtedness that were payable on demand without discount as required by Labor Code § 212, which
2 required Plaintiff and Class Members to incur fees to use, was not fully cashable, and not usable at
3 all financial institutions.

4 36. Plaintiffs and Class Members were not reimbursed for business expenses incurred in
5 executing their duties under Defendant's employ. Specifically, Plaintiffs and Class Members were
6 required to use their personal cellular phones for work-related activities, including, clocking in and
7 out of work, talking with managers on their days off and texting and speaking with supervisors
8 regarding their tasks. Class members were not reimbursed for these necessary work-related expenses.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PROVIDE MEAL PERIODS**

11 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

12 **(Plaintiffs and Meal Period Sub-Class)**

13 37. Plaintiffs incorporate by reference the preceding paragraphs of the Complaint as if
14 fully alleged herein.

15 38. At all relevant times, Plaintiffs and the **Meal Period Sub-Class** members have been
16 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
17 Code and the applicable Industrial Welfare Commission Wage Order.

18 39. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
19 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
20 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
21 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
22 minutes for each work period of ten hours.

23 40. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
24 Commission Wage Order ("Wage Order") both prohibit employers from requiring employees to work
25 during required meal periods and require employers to pay non-exempt employees an hour of
26 premium wages on each workday that the employee is not provided with the required meal period.

27 41. Compensation for missed meal periods constitutes wages within the meaning of Labor
28 Code section 200.

1 42. Labor Code section 1198 makes it unlawful to employ a person under conditions that
2 violate the applicable Wage Order.

3 43. Section 11 of the applicable Wage Order states:

4 No employer shall employ any person for a work period of more than
5 five (5) hours without a meal period of not less than 30 minutes, except
6 that when a work period of not more than six (6) hours will complete
7 the day's work the meal period may be waived by mutual consent of
8 the employer and employee. Unless the employee is relieved of all duty
9 during a 30 minute meal period, the meal period shall be considered an
10 'on duty' meal period and counted as time worked. An 'on duty' meal
11 period shall be permitted only when the nature of the work prevents an
12 employee from being relieved of all duty and when by written
13 agreement between the parties an on-the-job paid meal period is agreed
14 to. The written agreement shall state that the employee may, in writing,
15 revoke the agreement at any time.

16 44. At all relevant times, Plaintiffs were not subject to a valid on-duty meal period
17 agreement. Plaintiffs are informed and believe that, at all relevant times, **Meal Period Sub-Class**
18 members were not subject to valid on-duty meal period agreements with Defendants.

19 45. Plaintiffs allege that, at all relevant times during the applicable limitations period,
20 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
21 **Period Sub-Class** members with uninterrupted, duty-free meal periods for at least thirty (30) minutes
22 for each five (5) hour work period, as required by Labor Code section 512 and the applicable Wage
23 Order.

24 46. Specifically, due to understaffing and heavy workloads, Plaintiffs and **Meal Period**
25 **Sub-Class** members were denied the opportunity to take timely meal periods prior to the completion
26 of their fifth hour of work. Additionally, Plaintiffs' and **Meal Period Sub-Class** members' meal
27 breaks were interrupted due to urgent tasks that were assigned by management and had to be
28 completed. Furthermore, Plaintiffs and **Meal Period Sub-Class** members were not relieved of all
work duties during unpaid meal periods and were required to keep working during meal breaks.
Plaintiffs and **Meal Period Sub-Class** members were required to keep their cellular phone on and
remain on call during meal periods. Lastly, Plaintiffs and **Meal Period Sub-Class** members were
prohibited to leave the premises of their employment during meal periods.

 47. Plaintiffs allege that, at all relevant times during the applicable limitations period,

1 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
2 **Class** members when they worked five (5) hours without clocking out for any meal period.

3 48. Plaintiffs allege that, at all relevant times during the applicable limitations period,
4 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
5 **Period Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and
6 failed to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

7 49. Moreover, Defendants written policies fail to inform Meal period Class Members of
8 their meal period rights under the Labor Code and applicable Wage Orders.

9 50. At all relevant times, Defendants failed to pay Plaintiffs and the **Meal Period Sub-**
10 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
11 regular rates of pay when required meal periods were not provided.

12 51. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiffs, on behalf of
13 themselves and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages,
14 interest thereon, and costs of suit.

15 52. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
16 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
17 the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

20 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

21 **(Plaintiffs and Rest Period Sub-Class)**

22 53. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
23 herein.

24 54. At all relevant times, Plaintiffs and the **Rest Period Sub-Class** members have been
25 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
26 Code and the applicable Wage Order.

27 55. Section 12 of the applicable Wage Order imposes an affirmative obligation on
28 employers to permit and authorize employees to take required rest periods at a rate of no less than ten

1 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
2 be in the middle of each work period insofar as practicable.

3 56. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
4 employers from requiring employees to work during required rest periods and require employers to
5 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
6 workday that the employee is not provided with the required rest period(s).

7 57. Compensation for missed rest periods constitutes wages within the meaning of Labor
8 Code section 200.

9 58. Labor Code section 1198 makes it unlawful to employ a person under conditions that
10 violate the Wage Order.

11 59. Plaintiffs allege that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
13 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
14 major fraction thereof, as required by the applicable Wage Order.

15 60. Plaintiffs and **Rest Period Sub-Class** members were not provided with rest periods of
16 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
17 Defendants' policy of not scheduling each rest period as part of each work shift, including second
18 rest breaks for shifts of six (6) hours or more and a third rest break for shifts of ten (10) hours or more;
19 (2) no formal compliant written rest period policy that encouraged employees to take their rest
20 periods, or that properly advised Plaintiffs and **Rest Period Sub-Class** members of their rest period
21 rights; (3) Defendants' policy and practice of requiring **Rest Period Sub-Class** members to continue
22 working through their rest breaks due to the excessive workload and maintaining and monitoring their
23 cellular phones during breaks; (4) Defendants' policy and practice of requiring Plaintiffs and **Rest**
24 **Period Sub-Class** members to keep their cellular phone on and remain on call during rest periods;
25 (5) Defendants' policy of prohibiting Plaintiffs and **Rest Period Sub-Class** members from leaving
26 the premises of their employment during rest periods..

27 61. At all relevant times, Defendants failed to pay Plaintiffs and the **Rest Period Sub-**
28 **Class** members additional premium wages when required rest periods were not provided.

62. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiffs, on behalf of themselves and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and costs of suit.

63. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Lab. Code §§ 223, 510, 1194, 1197 and 1198)

(Plaintiffs and Hourly Employee Class)

64. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

65. At all relevant times, Plaintiffs and **Hourly Employee Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

66. Section 2 of the applicable Wage Order defines “hours worked” as “the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

67. Section 4 of the applicable Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

68. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum or overtime wage required under the applicable Wage Order.

69. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the underlying unpaid minimum wages and interest thereon.

70. Labor Code section 1197 makes it unlawful for an employer to pay an employee less

1 than the minimum wage required under the applicable Wage Order for all hours worked during a
2 payroll period.

3 71. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
4 person acting either individually or as an officer, agent or employee of another person, to pay an
5 employee, or cause an employee to be paid, less than the applicable minimum wage.

6 72. Labor Code section 1198 makes it unlawful for employers to employ employees under
7 conditions that violate the applicable Wage Order.

8 73. Labor Code section 204 requires employers to pay non-exempt employees their earned
9 wages for the normal work period at least twice during each calendar month on days the employer
10 designates in advance and to pay non-exempt employees their earned wages for labor performed in
11 excess of the normal work period by no later than the next regular payday.

12 74. Labor Code section 223 makes it unlawful for employers to pay their employees lower
13 wages than required by contract or statute while purporting to pay them legal wages.

14 75. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
15 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
16 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
17 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
18 worked on the seventh consecutive day of one workweek.

19 76. Labor Code section 510 and Section 3 of the applicable Wage Order also require
20 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
21 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
22 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

23 77. Plaintiffs are informed and believe that, at all relevant times, Defendants have applied
24 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
25 working conditions and compensation arrangements.

26 78. At all relevant times, Defendants failed to pay hourly wages to Plaintiffs and **Hourly**
27 **Employee Class** members for all time worked, including but not limited to, overtime hours at
28 statutory and/or agreed rates.

1 79. Plaintiffs and **Hourly Employee Class** members were not paid proper wages and
2 overtime for all hours worked, at the proper rates of pay. Specifically, Plaintiffs and **Hourly**
3 **Employee Class** members earned performance-based non-discretionary bonuses in addition to their
4 hourly pay. However, these supplemental earnings were not accounted for when determining
5 Plaintiffs' and **Hourly Employee Class** members' regular rate of pay, and respective and proper
6 overtime rates of pay. Additionally, Defendants maintained a policy or practice of failing to pay
7 premium wages to **Hourly Employee Class** members when their schedules were interrupted by non-
8 paid and non-working time periods established by the employer. The time periods between these
9 shifts were longer than a bona fide meal or rest periods and were for the benefit of the employer.

10 80. Plaintiffs and **Hourly Employee Class** members were consistently required to
11 perform work, off-the-clock for which they were not paid wages. Specifically, Plaintiffs and **Hourly**
12 **Employee Class** members were required to pick up the trash and various containers, and assist
13 customers prior to the start of their shift and before they were able to clock in for the day. Additionally,
14 Plaintiffs and **Hourly Employee Class** members were required to turn off lights, set up the alarm,
15 and lock the doors after they had clocked out for the day, but before they could leave the premises
16 where they worked. Lastly, Plaintiffs and **Hourly Employee Class** members were required to respond
17 to telephone calls and text messages sent to their personal cellular phones by management during
18 their breaks and on their days off.

19 81. This uncompensated time caused Plaintiffs and **Hourly Employee Class** members to
20 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
21 entitling Plaintiffs and **Hourly Employee Class** members to minimum and overtime wages, which
22 they were systemically denied.

23 82. As a result of Defendants' unlawful conduct, Plaintiffs and **Hourly Employee Class**
24 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
25 full amount of wages earned during each pay period during the applicable limitations period,
26 including overtime wages.

27 83. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiffs, on
28 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and

1 overtime wages, interest thereon and costs of suit.

2 84. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
3 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of himself and
4 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

7 **(Lab. Code § 226)**

8 **(Plaintiffs and Wage Statement Penalties Sub-Class)**

9 85. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 86. Labor Code section 226(a) states:

12 An employer, semimonthly or at the time of each payment of wages,
13 shall furnish to his or her employee, either as a detachable part of the
14 check, draft, or voucher paying the employee's wages, or separately if
15 wages are paid by personal check or cash, an accurate itemized
16 statement in writing showing (1) gross wages earned, (2) total hours
17 worked by the employee, except as provided in subdivision (j), (3) the
18 number of piece-rate units earned and any applicable piece rate if the
19 employee is paid on a piece-rate basis, (4) all deductions, provided that
20 all deductions made on written orders of the employee may be
21 aggregated and shown as one item, (5) net wages earned, (6) the
22 inclusive dates of the period for which the employee is paid, (7) the
23 name of the employee and only the last four digits of his or her social
24 security number or an employee identification number other than a
25 social security number, (8) the name and address of the legal entity that
26 is the employer and, if the employer is a farm labor contractor, as
27 defined in subdivision (b) of Section 1682, the name and address of the
28 legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

87. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the

1 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
2 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
3 retains the right to elect to receive a written paper stub or record and that those who are provided with
4 electronic wage statements retain the ability to easily access the information and convert the electronic
5 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

6 88. Plaintiffs are informed and believe that, at all relevant times during the applicable
7 limitations period, Defendants have failed to provide Plaintiffs and **Wage Statement Class**
8 members with written wage statements as described above. Additionally, the wage statements
9 issued to class members failed to account for the unpaid minimum wages, overtime, and premium
10 pay wages described above.

11 89. Furthermore, Defendants failed to provide Plaintiffs and **Wage Statement Class**
12 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
13 Opinion Letters. Plaintiffs’ and **Wage Statement Class** members’ wage statements were only
14 provided in electronic format in violation of Labor Code § 226.

15 90. Plaintiffs are informed and believe that Defendants’ failure to provide Plaintiffs and
16 **Wage Statement Class** members with accurate written wage statements was intentional in that
17 Defendants have the ability to provide them with accurate wage statements but have intentionally
18 provided them with written wage statements that Defendants have known do not comply with Labor
19 Code section 226(a).

20 91. Plaintiffs and **Wage Statement Class** members have suffered injuries, in that
21 Defendants have violated their legal rights to receive accurate wage statements and have misled them
22 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
23 statements has prevented immediate challenges to Defendants’ unlawful pay practices, has required
24 discovery and mathematical computations to determine the amount of wages owed, has caused
25 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
26 submission of inaccurate information about wages and deductions to federal and state government
27 agencies.

28 92. Pursuant to Labor Code section 226(e), Plaintiffs, on behalf of themselves and **Wage**

1 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
2 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
3 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
4 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

7 **(Lab. Code §§ 201-203)**

8 **(Plaintiffs and Waiting Time Penalties Sub-Class)**

9 93. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 94. At all relevant times, Plaintiffs and **Waiting Time Penalties Sub-Class** members have
12 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
13 earned and unpaid before termination or resignation.

14 95. At all relevant times, pursuant to Labor Code section 201, employees who have been
15 discharged have been entitled to payment of all final wages immediately upon termination.

16 96. At all relevant times, pursuant to Labor Code section 202, employees who have
17 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
18 payment of all final wages at the time of resignation.

19 97. Plaintiffs are informed and believe that, at all relevant times during the applicable
20 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
21 members all their final wages in accordance with the Labor Code.

22 98. Plaintiffs are informed and believe that, at all relevant times during the applicable
23 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
24 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
25 sections 201 or 202 by failing to timely pay them all final wages.

26 99. Plaintiffs are informed and believe, and thereupon allege that Defendants' failure to
27 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful
28 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201

1 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
2 requirements.

3 100. Pursuant to Labor Code sections 203 and 218.6, Plaintiffs, on behalf of themselves
4 and **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that
5 their final wages have first become due until paid, up to a maximum of thirty days, and interest
6 thereon.

7 101. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
8 and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Waiting Time Penalties**
9 **Sub-Class** members, seeks awards of reasonable attorneys' fees and costs.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES DUE, NEGOTIABLE AND PAYABLE IN CASH ON**

12 **DEMAND**

13 **(Lab. Code §§ 212 and 213)**

14 **(Plaintiffs and Pay Card Class)**

15 1. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 2. Labor Code § 212 states that no employer "shall issue in payment of wages due" by
18 "order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is
19 negotiable and payable in cash, on demand, without discount, at some established place of business
20 in the state."

21 3. Defendants failed to pay Plaintiffs and **Pay Card Class** members with an order, check,
22 draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand,
23 without discount at some established place of business in the state. Defendants issued pay cards to
24 Plaintiffs and **Pay Card Class** members for wages earned. These pay cards were useable for a fee
25 and did not have a provision for use and payment in California at no cost to the employee. Therefore,
26 Defendants failed to provide Plaintiffs and **Pay Card Class** members with checks, drafts, notes or
27 other acknowledgements of indebtedness that were payable on demand without discount as required
28 by Labor Code § 212, which required Plaintiffs and **Pay Card Class** members to incur fees to use,

1 was not fully cashable, and not usable at all financial institutions.

2 4. Such a pattern, practice and uniform administration of corporate policy regarding
3 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery
4 by Plaintiffs and **Pay Card Class** members in a civil action for damages and wages owed and for
5 costs and attorneys' fees.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO INDEMNIFY**

8 **(Lab. Code § 2802)**

9 **(Plaintiffs and Reimbursement Class)**

10 102. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 103. Labor Code section 2802(a) states:

13 An employer shall indemnify his or her employee for all necessary
14 expenditures or losses incurred by the employee in direct consequence
15 of the discharge of his or her duties, or of his or her obedience to the
16 directions of the employer, even though unlawful, unless the employee,
17 at the time of obeying the directions, believed them to be unlawful.

18 104. Plaintiffs and **Expense Reimbursement Class** members were not reimbursed for
19 business expenses incurred in executing their duties under Defendant's employ. Specifically,
20 Plaintiffs and **Expense Reimbursement Class Members** were required to use their personal cellular
21 phones for work-related activities, including talking with managers on their days off and texting and
22 speaking with supervisors regarding their tasks. Plaintiffs and **Expense Reimbursement Class**
23 **Members** were not reimbursed for these necessary work-related expenses.

24 105. Accordingly, Plaintiffs and **Expense Reimbursement Class** members are entitled to
25 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
26 the Complaint and until the date of entry of judgment.

27 106. Plaintiffs, on behalf of themselves, and **Expense Reimbursement Class** members,
28 seeks interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
and costs pursuant to Code of Civil Procedure section 1021.5.

///

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiffs and UCL Class)**

5 107. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 108. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

9 109. Business and Professions Code sections 17203-17204 allow a person who has lost
10 money or property as a result of unfair competition to bring a class action in accordance with Code
11 of Civil Procedure section 382 to recover money or property that may have been acquired from
12 similarly situated persons by means of unfair competition.

13 110. California law requires employers to pay hourly, non-exempt employees for all hours
14 they are permitted or suffered to work, including hours that the employer knows or reasonable should
15 know that employees have worked.

16 111. Plaintiffs and the **UCL Class** members re-allege and incorporate the FIRST,
17 SECOND, THIRD, SIXTH, and SEVENTH causes of action herein.

18 112. Plaintiffs lost money or property as a result of the aforementioned unfair competition.

19 113. Defendants have or may have acquired money by means of unfair competition.

20 114. Plaintiffs are informed and believe, and thereupon allege that by committing the Labor
21 Code violations described in this Complaint, Defendants violated Labor Code sections 212, 213, 215,
22 216, 225, 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
23 and 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
24 alleged herein.

25 115. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
27 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
28 and reimbursement for necessary business expenditures.

1 116. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
2 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
3 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
4 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
5 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
6 similarly situated persons in a class action proceeding.

7 117. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiffs have suffered an injury-in-fact and has lost money or property in the
9 form of earned wages. Specifically, Plaintiffs have lost money or property as a result of Defendants'
10 conduct.

11 118. Plaintiffs are informed and believe that other similarly situated persons have been
12 subject to the same unlawful policies or practices of Defendants.

13 119. Due to the unfair and unlawful business practices in violation of the Labor Code,
14 Defendants have gained a competitive advantage over other comparable companies doing business in
15 the State of California that comply with their legal obligations.

16 120. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
17 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
18 violates or is considered unlawful under any other state or federal law.

19 121. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
20 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
21 Defendants, and each of them, and their agents and employees, from further violations of the Labor
22 Code and applicable Wage Orders.

23 122. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
24 request the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants,
25 and each of them, and their agents and employees, from further violations of the Labor Code and
26 applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks an order
27 permanently enjoining Defendants, and each of them, and their respective agents and employees,
28 from further violations of the Labor Code and applicable Industrial Welfare Commission Wage

1 Orders.

2 123. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
3 themselves and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
4 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
5 and unfair business practices.

6 124. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
7 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover
8 reasonable attorneys' fees in connection with their unfair competition claims.

9 125. Pursuant to Business and Professions Code section 17203, Plaintiffs, on behalf of
10 themselves and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
11 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
12 and unfair business practices.

13 126. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
14 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover
15 reasonable attorneys' fees in connection with their unfair competition claims.

16 **NINTH CAUSE OF ACTION**

17 **CIVIL PENALTIES**

18 **(Lab. Code §§ 2698, *et seq.*)**

19 5. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

20 6. During the applicable limitations period, Defendants have violated Labor Code §§
21 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5,
22 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

23 7. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself
24 and other current and former employees, to bring a representative civil action to recover civil penalties
25 _____

26 ¹ Plaintiffs hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiffs under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
2 maintained as a class action pursuant to Code of Civil Procedure section 382.

3 8. Plaintiffs, former employees against whom Defendants committed one or more of the
4 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
5 within the meaning of Labor Code § 2699(c). Plaintiffs was employed by Defendants as a non-exempt
6 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
7 Defendants within the state of California from one year prior to the date of this letter and continuing
8 through the present (Plaintiffs and Aggrieved Employees are collectively referred to herein as
9 “Aggrieved Employees”)

10 9. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code
11 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
12 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiffs with any notice of an
13 intent to investigate.

14 10. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seeks the following civil
15 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 212, 213, 223, 226.7,
16 226(a), 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 17 i. For violations of Labor Code §§ 201, 202, 203, 213, 212, 226.7, 1174, 1194,
18 1198 and 2802, one hundred dollars (\$100) for each employee per pay period
19 for each initial violation and two hundred dollars (\$200) for each employee per
20 pay period for each subsequent violation (penalties set by Labor Code §
21 2699(f)(2));
- 22 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
23 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 24 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
25 employee for each initial violation that was neither willful nor intentional, two
26 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
27 withheld from each employee, for each initial violation that was either willful
28 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-

1 five percent (25%) of the amount unlawfully withheld from each employee,
2 for each subsequent violation, regardless of whether the subsequent violation
3 was either willful or intentional (penalties set by Labor Code § 210);

4 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
5 employee for each initial violation that was neither willful nor intentional, two
6 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
7 the amount unlawfully withheld from each employee, for each initial violation
8 that was either willful or intentional, and two hundred dollars (\$200) for each
9 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
10 from each employee, for each subsequent violation, regardless of whether the
11 subsequent violation was either willful or intentional (penalties set by Labor
12 Code § 225.5);

13 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
14 citation, two hundred and fifty dollars (\$250) for each employee for each
15 violation. Alternatively, if an initial citation or its equivalent occurred before
16 the filing of this action, one thousand dollars (\$1,000) for each employee for
17 each violation (penalties set by Labor Code § 226.3);

18 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
19 employee for each initial pay period for which the employee was underpaid,
20 and one hundred dollars (\$100) for each employee for each subsequent pay
21 period for which the employee was underpaid (penalties set by Labor Code §
22 558);

23 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
24 aggrieved employee for each initial violation of Labor Code § 1197 that was
25 intentional and two hundred and fifty dollars (\$250) for each aggrieved
26 employee per pay period for each subsequent violation of Labor Code § 1197,
27 regardless of whether the initial violation was intentional (penalties set by
28 Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiffs seek an award of reasonable attorneys' fees and costs in connection with Plaintiffs' claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiffs be appointed class representative;
- c. An order that counsel for Plaintiffs be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Restitution;
- i. Declaratory relief;
- j. Pre-judgment interest;
- k. Statutory penalties;
- l. Civil penalties;
- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: September 6, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiffs
JESSIE MOORE, CHRISTOPHER JORDAN
SANCHEZ and the putative class

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

9
0
1
2
3
4
5
6
7
8
9
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

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

On September 6, 2024, I served the foregoing: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Monica Hans Folsom (SBN 227379)
Caroline M. Colangelo (SBN 278071)
DELFINO MADDEN O'MALLEY COYLE & KOEWLER LLP
500 Capitol Mall, Suite 1550
Sacramento, CA 95814
Telephone: (916) 661-5700
Facsimile: (916) 661-5701
Email: mfolsom@delfinomadden.com
Email: ccolangelo@delfinomadden.com

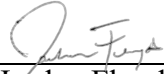
☒ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary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

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☒ **(COURTESY COPY BY ELECTRONIC TRANSMISSION)** by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

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

Executed on September 6, 2024, at Glendale, California.



Jordan Floyd