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on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DARREN REVELES, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

4283929 DELAWARE LLC dba WEST
COAST PET MEMORIAL SERVICES, a
Delaware limited liability company;
GATEWAY SERVICES INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CVRI2404173

CLASS ACTION

Assigned for All Purposes To:

Hon. Harold Hopp

Dept.: 1

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Recovery of Reporting Time Pay;
4. Meal-Period Liability Under Labor Code § 226.7;
5. Rest-Break Liability Under Labor Code § 226.7;
6. Failure to Pay Vacation Wages;
7. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
8. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
9. Violation of Labor Code § 226(a);
10. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
11. Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5;
12. Penalties Pursuant to Labor Code § 203; and
13. Violation of Business & Professions Code § 17200 *et seq.*; and
14. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff DARREN REVELES, (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants 4283929
8 DELAWARE LLC dba WEST COAST PET MEMORIAL SERVICES, a Delaware limited
9 liability company; GATEWAY SERVICES INC., a California Corporation; and DOES 1 through
10 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
11 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
12 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
13 and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in Riverside County, and in other nonexempt positions, throughout
18 California and, and consistently worked at Defendants’ behest without being paid all wages due.
19 More specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while off the clock. Defendants thus failed to pay Plaintiff and the Class members for all hours
27 worked and provided them with inaccurate wage statements that prevented Plaintiff and the Class
28 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the

1 Class with lawful meal and rest periods, as employees were not provided with the opportunity to
2 take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

3 **THE PARTIES**

4 **A. The Plaintiff**

5 4. Plaintiff has resided in California and during the time period relevant to this
6 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
7 California.

8 **B. The Defendants**

9 5. Defendant 4283929 DELAWARE LLC dba WEST COAST PET MEMORIAL
10 SERVICES, is a Delaware limited liability company with its principle executive offices in
11 Cranston, Rhode Island and has been listed as the employer on Plaintiff's paystubs during the
12 relevant time period. 4283929 DELAWARE LLC dba WEST COAST PET MEMORIAL
13 SERVICES lists a Cranston, Rhode Island address with the California Secretary of State and
14 employs Plaintiff and the Class members at Defendants' offices and facilities in Hemet,
15 California, and throughout California and conducts business throughout California.

16 6. Defendant GATEWAY SERVICES INC. is a California Corporation with its
17 principle executive office in San Diego, California, and was listed on the Employee Handbook and
18 other policies Plaintiff was subject to during the relevant time period. GATEWAY SERVICES
19 INC. lists a San Diego, California address with the California Secretary of State, employs Class
20 members in Riverside County, including at Defendants' offices and facilities in Hemet, California,
21 and throughout California and conducts business throughout California.

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

Does 1 through 50 when their identities become known.

8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Riverside County and Defendants maintain and operate company offices and facilities in Riverside County, and employ Plaintiff and other Class members in Riverside County and throughout California.

FACTUAL BACKGROUND

10. The Employees who comprise the Class and Collective, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiff and Employees were not paid for the time that they worked off-the-clock without compensation by answering work-related phone calls and text messages, watching training videos, and reading training policies. Plaintiff contends that Defendants failed to pay Plaintiff and the

1 Class members all wages due and owing, failed to provide meal and rest breaks, and failed to
2 furnish accurate wage statements, all in violation of various provisions of the California Labor
3 Code and applicable Wage Orders. Additionally, Defendants paid Plaintiff and Employees
4 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon
5 information and belief, Defendants failed to incorporate all remunerations, including
6 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the
7 calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore,
8 during times when Plaintiff and Employees worked overtime and received nondiscretionary
9 commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all
10 overtime wages by paying a lower overtime rate than required.

11 11. Additionally, from at least four (4) years prior to the filing of this lawsuit and
12 continuing to the present, Defendants' policies and practices required Employees to call in or
13 show up to work but were not put to work or worked less than half said employee's usual or
14 scheduled day's work. On such days when Defendants required Plaintiff and the Class members to
15 report to work only to be sent home, they were not paid half of said Employees' usual or
16 scheduled day's work in violation of California law.

17 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
18 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
19 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
20 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
21 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
22 sick pay. Therefore, during times when Plaintiff and Employees worked overtime and received
23 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
24 to pay all sick pay by paying a lower overtime rate than required.

25 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
27 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
28 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
2 vacation pay. Therefore, during times when Plaintiff and Employees worked overtime and
3 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
4 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

5 14. During Plaintiff and Class members' employment with Defendants, Defendants
6 maintained a vacation policy containing an unreasonable maximum carry over component.
7 Specifically, Employees who work for Defendants for 10 years or more accrue 60 hours of
8 vacation time annually; however, the maximum hours that may be carried over to the following
9 year is 40 hours, less than one and a half times the annual accrual rate.

10 15. During the course of Plaintiff and the Class members' employment with
11 Defendants, they were not paid all wages they were owed, including for all work performed and
12 for all overtime hours worked and were forced to work during their meal and rest breaks.

13 16. As a matter of uniform Company policy, Plaintiff and the Class members were
14 required to work during their meal and rest breaks which were not compensated by Defendants in
15 violation of the California Labor Code. Plaintiff and the Class members were also not paid
16 regular wages and overtime for the time they were required to comply with other requirements
17 imposed upon them, which they had to complete while working through their meal and rest
18 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
19 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
20 appropriate overtime rate for all such hours, including by being required to perform work duties
21 and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members
22 worked substantial overtime hours during their employment with Defendants for which they were
23 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

24 17. As a result of the above described daily work demands and pressures to work
25 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
26 Class members were not properly paid for all wages earned and for all wages owed to them by
27 Defendants, including when working more than eight (8) hours in any given day and/or more than
28 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,

1 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
2 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
3 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
4 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
5 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
6 Labor Code, applicable IWC Wage Orders.

7 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants had a consistent policy or practice of failing to pay
9 Employees for all hours worked and failing to pay minimum wage for all time worked as required
10 by California Law.

11 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
12 continuing to the present, Defendants had a consistent policy or practice of failing to pay
13 Employees overtime compensation at premium overtime rates for all hours worked in excess of
14 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
15 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
16 sections of IWC Wage Orders.

17 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants have regularly required Employees to work shifts in excess
19 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
20 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
21 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
22 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
23 Defendants failed to provide or deficiently provided.

24 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
26 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
27 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
28 provided or were deficiently provided at one hour of wages at each Employee’s effective regular

1 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

2 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
3 continuing to the present, Defendants have consistently failed to provide Employees with timely,
4 accurate, and itemized wage statements as required by California wage-and-hour laws.
5 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
6 correct overtime wages based on proper regular rate calculations that included nondiscretionary
7 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
8 compensation of their Employees. Moreover, the wage statements given to Employees by
9 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
10 periods and rest breaks all of which Defendants knew or reasonably should have known were
11 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
12 confusing and required Employees to engage in discovery and refer to outside sources to verify
13 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

14 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
15 continuing to the present, Defendants have consistently failed to provide Employees with timely,
16 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

17 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
18 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
19 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
20 usage, which were necessary to perform their duties under Defendants' employ in violation of
21 Labor Code § 2802.

22 25. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to keep accurate time and wage
24 records as required by California wage-and-hour laws.

25 26. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
26 to the present, Defendants have had a consistent policy of denying Employees the right to inspect
27 and receive all of their payroll records, timecards, and personnel records.

28 27. Additionally, from at least four (4) years prior to filing this lawsuit and continuing

1 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
2 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
3 required by California wage-and-hour laws.

4 28. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
5 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510,
6 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, 2698, 2699, *et*
7 *seq.* and 2802.

8 29. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
9 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
10 enjoyed from their violations of Labor Code.

11 CLASS ALLEGATIONS

12 30. Plaintiff brings this class action on behalf of himself and all others similarly
13 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
14 follows: all individuals employed by Defendants within the State of California at any time within
15 four (4) years of the filing of this lawsuit.

16 31. Further, Plaintiff seeks to represent the following Subclasses composed of and
17 defined as follows:

18 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
19 compensated for all hours worked for Defendants at the applicable minimum wage.

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

23 c. Subclass 3 Recovery of Reporting Time Pay. All Class members who were subject
24 to Defendants' policy and/or practice of not compensating reporting time pay.

25 d. Subclass 4. Vacation Wages Subclass. All Class members who were not
26 compensated at the Employee's regular rate of pay for their vacation wages and/or were subject to
27 Defendants' unlawful vacation policy.

28 e. Subclass 5. Sick Pay Subclass. All Class members who were not compensated at

1 the Employee's regular rate of pay for their sick pay wages.

2 f. Subclass 6. Meal Period Subclass. All Class members who were subject to
3 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
4 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

5 g. Subclass 7. Rest Break Subclass. All Class members who were subject to
6 Defendants' policy and/or practice of failing to authorize and permit Employees to take
7 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
8 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

9 h. Subclass 8. Payroll Records Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
11 by California wage-and-hour laws.

12 i. Subclass 9. Wage Statement Subclass. All Class members who, within the
13 applicable limitations period, were not provided with accurate itemized wage statements.

14 j. Subclass 10. Failure to Reimburse for Necessary Business Expenditures. All Class
15 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred
16 in the performance of Employees job duties for Defendants.

17 k. Subclass 11. Failure to Produce Requested Employment Records Subclass. All
18 Class members who, within the applicable limitations period, were denied the right to inspect and
19 receive all of their payroll records, timecards, and personnel records.

20 l. Subclass 12. Termination Pay Subclass. All Class members who, within the
21 applicable limitations period, either voluntarily or involuntarily separated from their employment
22 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
23 termination.

24 m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a
25 result of Defendants' business acts and practices, to the extent such acts and practices are found to
26 be unlawful, deceptive, and/or unfair.

27 32. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
28 modify the class description with greater particularity or further division into subclasses or

1 limitation to particular issues.

2 33. This action has been brought and may properly be maintained as a class action
3 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
4 of interest in litigation and proposed class is easily ascertainable.

5 **A. Numerosity**

6 34. The potential members of the class as defined are so numerous that joinder of all
7 the member of the class is impracticable. While the precise number of class members has not been
8 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
9 time period relevant to this lawsuit, employed more than 100 individuals within the State of
10 California.

11 35. Accounting for employee turnover during the relevant time period increases this
12 number substantially. Plaintiff alleges that Defendants' employment records will provide
13 information as to the number and location of all class members.

14 **B. Commonality**

15 36. There are questions of law and fact common to the class that predominate over any
16 questions affecting only individual class members. These common questions of law and fact
17 include:

- 18 a. Whether Defendants failed to pay Employees minimum wages;
- 19 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 20 c. Whether Defendants failed to pay Employees overtime as required under Labor
21 Code § 510;
- 22 d. Whether Defendants failed to pay Employees reporting time pay;
- 23 e. Whether Defendants failed to pay Employees vacation wages as required under
24 Labor Code § 227.3;
- 25 f. Whether Defendants failed to pay Employees sick pay as required under Labor
26 Code § 245;
- 27 g. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
28 IWC Wage Orders, by failing to provide Employees with requisite meal periods or

premium pay in lieu thereof;

- h. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- i. Whether Defendants violated Labor Code § 226(a);
- j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- k. Whether Defendants failed to reimburse Employees for necessary business expenses;
- l. Whether Defendants violated Labor Code §§ 226 and 1198;
- m. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

37. The claims of the named plaintiff are typical of those of the other Employees.

Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

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

E. Superiority of Class Action

39. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only

1 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
2 Defendants' illegal policies or practices of failing to compensate Employees properly.

3 40. Class action treatment will allow those persons similarly situated to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.
5 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY MINIMUM WAGES**
8 **(Against All Defendants)**

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

11 42. Defendants failed to pay Employees minimum wages for all hours worked.
12 Defendants had a consistent policy of misstating Employees time records and failing to pay
13 Employees for all hours worked. Employees would work hours and not receive wages, including
14 as alleged above in connection with working during meal breaks and working off-the-clock
15 without compensation by answering work-related phone calls and text messages, watching
16 training videos, and reading training policies. Additionally, Defendants had a consistent policy of
17 failing to pay Employees for hours worked during alleged meal periods for which Employees
18 were consistently denied, as also addressed herein. Moreover, Defendants did not pay Plaintiff
19 and Employees at the applicable minimum wage for all hours worked. Defendants' uniform
20 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
21 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
22 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

23 43. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
24 states:

25 The minimum wage for employees fixed by the commission is the
26 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

27 ///

28 ///

1 44. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 45. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 46. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 47. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 48. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 49. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

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

25 **(Against All Defendants)**

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

28 51. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
7 paying Employees wages for all hours worked including time off the clock working by answering
8 work-related phone calls and text messages, watching training videos, and reading training
9 policies.. Employees regularly worked over 8 hours on a given day without receiving overtime
10 compensation.

11 52. Furthermore, on information and belief, Defendants did not pay Plaintiff and
12 Employees the correct overtime rate for the recorded overtime hours that they generated. In
13 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
14 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
15 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
16 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
17 rate of pay for purposes of calculating the overtime wage rate.

18 53. Therefore, during times when Plaintiff and Employees worked overtime and
19 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
20 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

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

27 55. Employees have been damaged by these violations of California Labor Code §§
28 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

1 56. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
2 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
3 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
4 reasonable attorneys' fees and costs.

5 **THIRD CAUSE OF ACTION**
6 **RECOVERY OF REPORTING TIME PAY**
7 **(Against All Defendants)**

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

10 58. The IWC Wage Orders require that reporting time pay be provided to any
11 employee who is required to report for work and does report but is not put to work or is furnished
12 less than half of said employee's usual or scheduled day's work.

13 59. Plaintiff is informed and believes and thereon alleges that all or substantially all of
14 Defendants' hourly paid employees are subject to Defendants' policies and practices requiring
15 them to call in or otherwise show up to work but are not being paid half said Employee's usual or
16 scheduled day's work when working less than half of said employee's usual or scheduled day's
17 work.

18 60. Therefore, Employees are owed the unpaid balance of said wages pursuant to the
19 Wage Order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1994(a),
20 Civil Code §§ 3287 and 3289, and reasonable attorneys' fees and costs and/or penalties pursuant
21 to Labor Code § 558(a).

22 **FOURTH CAUSE OF ACTION**
23 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**
24 **(Against All Defendants)**

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

27 62. Employees regularly worked shifts greater than five (5) hours and greater than ten
28 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of

1 more than five (5) hours without providing him or her with a meal period of not less than thirty
2 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
3 meal period of not less than thirty (30) minutes.

4 63. Defendants failed to provide Employees with meal periods as required under the
5 Labor Code. Employees were consistently required to work through their meal periods which they
6 were consistently denied. Employees were also required to take meal periods after working well
7 beyond the five (5) hour shifts. In addition, Defendants had a policy and practice of requiring
8 Employees to record meal periods before the fifth hour of work regardless of when meal periods
9 were taken or if they were taken at all in order to avoid paying meal period premiums. What meal
10 periods were taken were often taken late or were shortened. Furthermore, Employees were
11 regularly required to work for more than 10 hours in a given shift without receiving a second
12 uninterrupted thirty (30) minute meal period as required by law.

13 64. Moreover, Defendants failed to compensate Employees for each meal period not
14 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
15 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
16 employee a meal period in accordance with this section, the employer shall pay the employee one
17 hour of pay at the employee's regular rate of compensation for each workday that the meal period
18 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
19 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
20 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
21 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
22 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

23 65. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
24 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
25 period not provided or deficiently provided, a sum to be proven at trial.

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1 **FIFTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 67. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
7 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
8 not less than ten (10) minutes for each consecutive four (4) hour shift.

9 68. Defendants failed to provide Employees with timely rest breaks of not less than ten
10 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were often
11 untimely or for shortened durations.

12 69. Moreover, Defendants failed to compensate Employees for each rest period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
14 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
15 accordance with this section, the employer shall pay the employee one hour of pay at the
16 employee's regular rate of compensation for each workday that the rest period is not provided.
17 Defendants failed to compensate the Employees in the Class for each rest period not provided or
18 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
19 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
20 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
21 or by otherwise incorrectly calculating the regular rate.

22 70. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
23 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
24 worked without the required rest breaks, a sum to be proven at trial.

25 **SIXTH CAUSE OF ACTION**

26 **FAILURE TO PAY VACATION WAGES**

27 **(Against All Defendants)**

28 71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 72. Plaintiff and Class members were subject to an employer policy and/or contract of
3 employment that provided for paid vacations not otherwise provided by a collective-bargaining
4 agreement.

5 73. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
6 employment policy provides for paid vacation and an employee is terminated without having
7 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
8 in accordance with said contract of employment or policy respecting eligibility or time served.

9 74. Defendants paid nondiscretionary commissions, incentive pay, and/or
10 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
11 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

12 75. In addition, Defendants' vacation policy contains an unreasonable maximum carry
13 over component. Specifically, Employees who work for Defendants for 10 years or more accrue
14 60 hours of vacation time annually; however, the maximum hours that may be carried over to the
15 following year is 40 hours, less than one and a half times the annual accrual rate.

16 76. As a result of Defendants' conduct, Defendants have violated California Labor
17 Code § 227.3.

18 77. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
19 Code § 227.3.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**

22 **(Against All Defendants)**

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

25 79. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
26 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
27 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
28 with the pay calculation under California Labor Code § 246(l).

80. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

81. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

IN VIOLATION OF LABOR CODE § 2802

(Against All Defendants)

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

83. Under Labor Code § 2802(a), an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

84. Employees incurred necessary expenditures in the performance of their job duties for Defendants, namely the cost of cell phone usage, which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

85. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

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NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

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

88. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of their Employees. The wage statements provided to Employees failed to accurately include the total hours worked and the applicable hourly rates in effect during each pay period and the corresponding number of hours worked in violation of Labor Code § 226(a)(2) and (9). The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Employees.

89. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and

1 forcing them to make mathematical computations to analyze whether the wages paid in fact
2 compensated them correctly for all hours worked.

3 90. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
4 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
5 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
6 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
7 award of costs and reasonable attorneys' fees.

8 91. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
9 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
10 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
11 employee for each pay period.

12 92. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
13 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
14 shown according to proof.

15 **TENTH CAUSE OF ACTION**

16 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**

17 **AND 1174.5**

18 **(Against All Defendants)**

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

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

25 95. During the course of Plaintiff's and Employees' employment, Defendants
26 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
27 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
28 overtime, and premium pay as discussed above.

1 96. Accordingly, Defendants are liable for civil penalties pursuant to the California
2 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

3 **ELEVENTH CAUSE OF ACTION**
4 **FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS UNDER LABOR**
5 **CODE §§ 226 and 1198**
6 **(Against All Defendants)**

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

9 98. Pursuant to California Labor Code § 226, current and former employees have the
10 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
11 request to their employer. Under this statute, an employer that receives a request to inspect or
12 receive a copy of records pertaining to a current or former employee must comply with the request
13 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the
14 request.

15 99. Pursuant to California Labor Code § 1998.5(a), every current and former employee,
16 or his or her representative, has the right to inspect and receive a copy of the personnel records
17 that the employer maintains relating to the employee's performance or to any grievance concerning
18 the employee. Under this statute, upon written request from a current or former employee or his or
19 her representative, an employer must make the contents of those personnel records available for
20 inspection or provide a copy of the personnel records to the current or former employee, or his or
21 her representative, not later than thirty (30) calendar days from the date the employer receives the
22 written request, subject to some limited exceptions. Failure to comply with these requests allows
23 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
24 226(f).

25 100. Plaintiff sent written requests through his counsel to Defendants for their payroll
26 records, timecards, and personnel records. Defendants failed to timely produce the requested
27 document. As a result, Defendants violated California Labor Code §§ 226 and 1198.5.

28 101. On information and belief, Defendants' failure to timely provide Plaintiff with all of

1 his requested employment records is not an isolated incident, but was instead consistent with
2 Defendants' policy and practice that applied to Plaintiff and Employees.

3 102. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to
4 a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

5 103. Pursuant to California Labor Code § 226, Plaintiff is entitled to a penalty of seven
6 hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost.

7 **TWELFTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 203**
9 **(Against All Defendants)**

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

12 105. Numerous Employees are no longer employed by Defendants; they either quit
13 Defendants' employ or were fired therefrom.

14 106. Defendants failed to pay these Employees all wages due and certain at the time of
15 termination or within seventy-two (72) hours of resignation.

16 107. The wages withheld from these Employees by Defendants remained due and owing
17 for more than thirty (30) days from the date of separation of employment.

18 108. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
19 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
20 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
21 to thirty (30) days from the date they were due.

22 **THIRTEENTH CAUSE OF ACTION**
23 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
24 **(Against All Defendants)**

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

27 110. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
28 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in

1 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
2 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
3 meaning of Code of Civil Procedure § 1021.5.

4 111. Plaintiff is a “person” within the meaning of Business & Professions Code
5 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
6 relief, restitution, and other appropriate equitable relief.

7 112. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
8 business practices.

9 113. Wage-and-hour laws express fundamental public policies. Paying employees their
10 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
11 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
12 to enforce minimum labor standards, to ensure that employees are not required or permitted to
13 work under substandard and unlawful conditions, and to protect law-abiding employers and their
14 employees from competitors who lower costs to themselves by failing to comply with minimum
15 labor standards.

16 114. Defendants have violated statutes and public policies. Through the conduct alleged
17 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
18 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
19 violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived
20 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
21 privileges guaranteed to all employees under the law.

22 115. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
23 violation of the Business & Professions Code § 17200 *et seq.*

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

28 117. As a proximate result of the above-mentioned acts of Defendants, Employees have

1 been damaged, in a sum to be proven at trial.

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

9 **FOURTEENTH CAUSE OF ACTION**

10 **ENTH CAUSE OF ACTION**

11 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

12 **(Against All Defendants)**

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

15 120. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
16 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
17 alleged violators, Defendants.

18 121. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
19 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
20 penalty provisions, without limitation, based on the following California Labor Code sections:
21 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
22 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, 2698, 2699, *et seq.* and
23 2802.

24 122. The penalties shall be allocated as follows: 65% to the Labor and Workforce
25 Development Agency (LWDA) and 35% to the affected employee.

26 123. Employees also seek any and all penalties and remedies set forth in Labor Code §
27 558, which states:

28 (a) Any employer or other person acting on behalf of an employer who
violates, or causes to be violated, a section of this chapter or any provision

1 regulating hours and days of work in any order of the Industrial Welfare
2 Commission shall be subject to a civil penalty as follows: (1) For any initial
3 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
4 which the employee was underpaid in addition to an amount sufficient to recover
5 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
6 each underpaid employee for each pay period for which the employee was
7 underpaid in addition to an amount sufficient to recover underpaid wages. (3)
8 Wages recovered pursuant to this section shall be paid to the affected employee.

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

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

18 124. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
19 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
20 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
21 for each violation in a subsequent citation, for which the employer fails to provide the employee a
22 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
23 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

24 125. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
25 LWDA and Defendants postmarked June 20, 2024. The LWDA has not provided notice of its
26 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
27 letters.

28 **RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

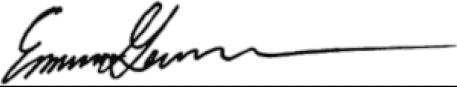
1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;

3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For recovery of the unpaid balance of the full amount of the reporting time pay due pursuant to the applicable Wage Order, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 226.3, as may be proven;
9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
10. For penalties pursuant to Labor Code § 227.3, as may be proven;
11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
12. For penalties pursuant to Labor Code § 1174.5, as may be proven;
13. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
15. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
16. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;
17. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

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

6
7 DATED: August 26, 2024

D.LAW, INC.

8
9 By 

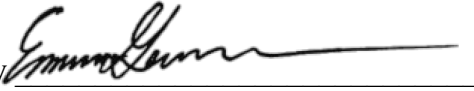
10 David Yeremian
11 Roman Shkodnik
12 Emma Geesaman
13 Attorneys for Plaintiff
14 DARREN REVELES
15 and the putative class
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DEMAND FOR JURY TRIAL

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

DATED: August 26, 2024

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
DARREN REVELES
and the putative class

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

4283929 DELAWARE LLC
dba WEST COAST PET MEMORIAL SERVICES
 Rebecca Vang, Agent for Service
 2710 Gateway Oaks Dr., Suite 150N
 Sacramento, CA 95833

Michael Delaney
8995 Crestmar Point
San Diego, CA 92121

[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

Executed on August 26, 2024, at Glendale, California.

Natalia Bermudes