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Attorneys for Plaintiff LINO URQUIZA

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

LINO URQUIZA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA LUTHERAN
UNIVERSITY., a California non-profit
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 2024CUOE025956

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§ 1194,
1194.2, 1197);**
- (2) FAILURE TO PAY ALL OVERTIME
WAGES OWED (LABOR CODE §§ 204,
510, 558, 1194, 1198);**
- (3) FAILURE TO PROVIDE MEAL PERIODS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) FAILURE TO AUTHORIZE AND PERMIT
REST PERIODS (LABOR CODE §§ 226.7,
516);**
- (5) FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(LABOR CODE § 226 *et seq.*);**
- (6) UNFAIR COMPETITION (BUS & PROF
CODE § 17200 *et seq.*); and**
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**



1 Plaintiff Lino Urquiza (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“FAC”) against
3 California Lutheran University, a California non-profit corporation, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
8 § 17200 *et seq.*, Labor Code §§ 204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194,
9 1194.2, 1197, 1198, 2698 *et seq.*, and Industrial Welfare Commission Wage Order 5 (the “Wage
10 Order 5”), in addition to seeking declaratory relief and restitution. This FAC is brought pursuant
11 to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
12 violations of the California Labor Code because the amount in controversy exceeds this Court’s
13 jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
16 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
17 County of Ventura. Defendants own, maintain offices, transact business, have agent(s) within the
18 County of Ventura, and/or otherwise are found within the County of Ventura, and Defendants are
19 within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was a California resident. During the four years immediately preceding the filing of the
23 lawsuit in this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 204, 218.5,
27 218.6, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and
28 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law” or “UCL”);

and Wage Order 5, which sets employment standards for the Public Housekeeping Industry, which includes the industry in which Plaintiff worked for Defendants.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business as a freight forwarding service. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within Ventura County and the state of California and, therefore, were (and are) doing business in Ventura County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Plaintiff, a current non-exempt employee, has been employed by Defendants since
4 approximately 2022. During his employment with Defendants, Plaintiff held the job title of a
5 Campus Safety Office in which his duties include, without limitation, responding to emergencies,
6 patrolling the campus, and conducting investigations when necessary.

7 10. During his employment with Defendants, Plaintiff was generally scheduled to
8 work from 3:00 pm. to 11:30 p.m. Friday - Tuesday. Defendants required Plaintiff to clock in
9 and out by tying in his unique employee number into a timekeeping system to keep track and
10 record his work time. Plaintiff frequently works 12-16 hour shifts.

11 11. During his employment with Defendants, Defendants would keep track of
12 Plaintiff's time worked and would unlawfully shave Plaintiff's work time and/or round Plaintiff's
13 work time such that Plaintiff would not be fully paid for all time worked. Specifically, Plaintiff
14 would select his in and out time from a dropdown menu that only has quarter hour increments.
15 This time-shaving and/or rounding practice utilized by Defendants was not even-handed over
16 time and would almost exclusively round and shave in Defendants' favor such that Plaintiff was
17 routinely unpaid for his time worked. As a result, Defendants failed to pay Plaintiff all required
18 minimum and overtime wages.

19 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
20 all legally required meal periods due to Defendants' meal period policies and practices, which
21 fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work and
22 fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hour in violation
23 of California. Specifically, as a result of the work demands imposed by Defendants, Defendants
24 often provided meal periods that were either late or short or failed to provide a required meal
25 period altogether.

26 13. Although Plaintiff was not provided with all legally-compliant meal periods to
27 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
28 premium for each workday in which he experienced a meal period violation as mandated by Labor

Code § 226.7.

14. Plaintiff was also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to Defendants' practices of understaffing and the work demands imposed by Defendants, Defendants did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. Indeed, Plaintiff has not been authorized and permitted to take any rest periods during his employment with Defendants.

15. On those occasions when Plaintiff was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7.

16. As a result of Defendants' failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

CLASS ACTION ALLEGATIONS

17. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class: consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, during the four years preceding the filing of the lawsuit through the present.
- b. The Overtime Class: consists of all of Defendants' current and former non-exempt employees in California who worked more than eight hours per day and/or forty hours per week and subject to Defendants' timekeeping policies/practices, during the four years immediately preceding the filing of this lawsuit through the present date.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees who worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of the lawsuit through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through the present.

e. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; and/or (iv) Rest Period Class during the one year immediately preceding the filing of the lawsuit through the present.

f. The UCL Class consists of members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; (iv) Rest Period Class; and/or (v) Wage Statement Class.

18. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Overtime and Minimum Wage Classes for

all hours actually worked;

- ii. Whether Defendants violated the applicable Labor Code provisions including, but not limited to §§ 510 and 1194 by requiring overtime work and not paying for said work according to the overtime laws of the State of California;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vi. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

21. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping, minimum wage payment, overtime wage payment, and meal and rest period policies and practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum and overtime wages, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when he was not provided compliant meal and rest periods, and was not provided with accurate,

1 itemized wage statements.

2 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
3 to represent fairly and adequately the interests of the members of the Classes. Moreover,
4 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
5 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
6 and-hour class actions in state and federal courts in the past and are committed to vigorously
7 prosecuting this action on behalf of the members of the Classes.

8 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
9 an important public interest in establishing minimum working conditions and standards in
10 California. These laws and labor standards protect the average working employee from
11 exploitation by employers who have the responsibility to follow the laws and who may seek to
12 take advantage of superior economic and bargaining power in setting onerous terms and
13 conditions of employment. The nature of this action and the format of laws available to Plaintiff
14 and members of the Classes make the class action format a particularly efficient and appropriate
15 procedure to redress the violations alleged herein. If each employee were required to file an
16 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
17 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
18 their vastly superior financial and legal resources. Moreover, requiring each member of the
19 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
20 employees who would be disinclined to file an action against their former and/or current employer
21 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
22 employment. Further, the prosecution of separate actions by the individual class members, even
23 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
24 with respect to the individual class members against Defendants herein; and which would
25 establish potentially incompatible standards of conduct for Defendants; and/or legal
26 determinations with respect to individual class members which would, as a practical matter, be
27 dispositive of the interest of the other class members not parties to adjudications or which would
28 substantially impair or impede the ability of the class members to protect their interests. Further,

1 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
2 individual prosecution considering all of the concomitant costs and expenses attending thereto.
3 As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the
4 Code of Civil Procedure.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

7 **(AGAINST ALL DEFENDANTS)**

8 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 26. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194, 1197
10 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all
11 hours worked, and provide a private right of action for the failure to pay all minimum wage
12 compensation for all work performed.

13 27. At all times relevant herein, Defendants were required to properly compensate
14 Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to
15 California Labor Code §§ 1194, 1197 and 1198, and the Wage Order 5. The Wage Order 5,
16 Section 4 requires an employer to pay to every employee on the established payday for the period
17 involved not less than the applicable minimum wage for all hours worked in the payroll period.
18 Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a
19 workweek but did not properly compensate Plaintiff and the members of the Minimum Wage
20 Class at least minimum wages for such hours.

21 28. At all times relevant herein, Defendants lacked good faith and had no reasonable
22 grounds for believing that their practices in failing to pay all minimum wages owed at the
23 applicable rate was not a violation of any provision of the Labor Code relating to minimum wage,
24 or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing
25 minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated
26 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
27 Labor Code § 1194.2.

28 29. The foregoing practices and policies are unlawful and create entitlement to

1 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
2 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
3 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
4 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, the Wage Order 5, California
5 Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code
6 §§ 3287(b) and 3289.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PAY ALL OVERTIME WAGES OWED**

9 **(AGAINST ALL DEFENDANTS)**

10 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194
12 and 1198 which provide that all non-exempt employees are entitled to all overtime wages for all
13 overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private
14 right of action for the failure to pay all overtime compensation for overtime work performed.

15 32. At all times relevant herein, Defendants were required to properly compensate
16 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to
17 California Labor Code §§ 510 and 1194, and the Wage Order 5. Labor Code § 510 and the Wage
18 Order 5, Section 3 require an employer to pay an employee "one and one-half (1½) times the
19 regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours per
20 workweek. Labor Code § 510 and the Wage Order 5, Section 3 also require an employer to pay
21 an employee double the employee's regular rate for work in excess of 12 hours each workday
22 and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants
23 caused Plaintiff and the members of the Overtime Class to work in excess of 8 hours in a workday
24 and/or 40 hours in a workweek but did not properly compensate Plaintiff and the members of the
25 Overtime Class at one and one-half their regular rate of pay for such hours.

26 33. The foregoing practices and policies are unlawful and create entitlement to
27 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
28 amount of overtime premium owing, including interest thereon, as well as statutory penalties,

civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 210, 216, 218.5, 218.6, 510, 558, 1194 and 1198, the Wage Order 5, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and the Wage Order 5, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

36. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 5, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

38. The Wage Order 5, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

39. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

40. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums

owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to their rates of pay, hours worked at each rate of pay, total gross wages earned, and total net wages earned in violation of Labor Code § 226 *et seq.*

43. Defendants' failures in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned overtime and/or minimum wages as well as meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

44. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

46. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to properly pay all minimum and overtime wages, provide all required meal periods and authorize and permit all required rest periods, or pay premium payments in lieu

1 thereof.

2 47. Defendants' utilization of these unfair and/or unlawful business practices deprived
3 Plaintiff and continues to deprive members of the Classes of compensation to which they are
4 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
5 over Defendants' competitors who have been and/or are currently employing workers and
6 attempting to do so in honest compliance with applicable wage and hour laws.

7 48. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
8 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
9 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
10 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

11 49. The acts complained of herein occurred within the last four years immediately
12 preceding the filing of the lawsuit in this action.

13 50. Plaintiff was compelled to retain the services of counsel to file this court action to
14 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
15 of Defendants' current non-exempt employees, and to enforce important rights affecting the
16 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
17 which he is entitled to recover under Code of Civil Procedure § 1021.5.

18 **SEVENTH CAUSE OF ACTION**

19 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

20 **(AGAINST ALL DEFENDANTS)**

21 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 52. Defendants have committed several Labor Code violations against Plaintiff and
23 other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor
24 Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this
25 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
26 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
27 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
28 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or

(2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;
- e. Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendants violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month; and
- g. Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

53. On June 14, 2024, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 52 (a)-(g). Attached hereto as **Exhibit 1** is a true and correct copy of the June 14, 2024, correspondence. Now that sixty-five days have passed from Plaintiff

1 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements
2 for bringing a claim under the Labor Code Private Attorneys General Act with respect to these
3 violations.

4 54. Plaintiff was compelled to retain the services of counsel to file this court action to
5 protect his interests and the interests of other aggrieved employees, and to assess and collect the
6 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
7 she is entitled to recover under California Labor Code § 2699(g).

8 **PRAYER**

9 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
10 this suit is brought against Defendants, as follows:

- 11 1. For an order certifying the proposed Classes;
- 12 2. For an order appointing Plaintiff as representative of the Classes;
- 13 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 14 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
15 damages, and penalties according to proof pursuant to Labor Code §§ 1194, 1194.2 and 1197;
- 16 5. Upon the Second Cause of Action, for compensatory, consequential, general and
17 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 18 6. Upon the Third Cause of Action, for compensatory, consequential, general and
19 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 20 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 22 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant
23 to Labor Code § 226 *et seq.*;
- 24 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
25 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
26 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
27 *seq.*;
- 28 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other

aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 52 (a)-(g) above.

11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

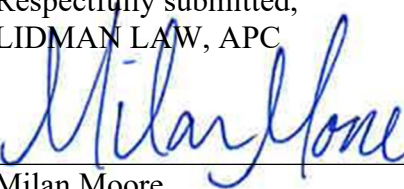
12. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

13. For such other and further relief the Court may deem just and proper.

Dated: September 10, 2024

Respectfully submitted,
LIDMAN LAW, APC

By:


Milan Moore
Attorneys for Plaintiff
LINO URQUIZA

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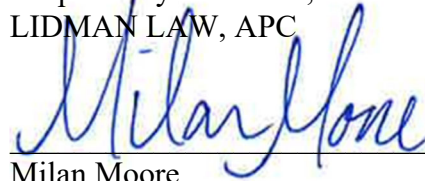
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: September 10, 2024

Respectfully submitted,
LIDMAN LAW, APC

By:



Milan Moore
Attorneys for Plaintiff
LINO URQUIZA

EXHIBIT 1

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LIDMAN LAW

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June 14, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

California Lutheran University, a California non-profit corporation

c/o Marvin Richards, Agent for Service of Process

60 W Olsen Road

Thousand Oaks, CA 91360

Re: *Lino Urquiza v. California Lutheran University, a California non-profit corporation*

To Whom It May Concern:

Please be advised that this law firm represents Lino Uriquiza in claims arising from his employment with California Lutheran University, a California non-profit corporation (“Defendant”). Mr. Urquiza is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Urquiza, a current non-exempt employee, has been employed by Defendant since approximately 2022. During his employment with Defendant, Mr. Urquiza held the job title of a Campus Safety Officer in which his duties include, without limitation, responding to emergencies, patrolling the campus, and conducting investigations when necessary.

During his employment with Defendant, Mr. Urquiza was generally scheduled to work from 3:00 pm. to 11:30 p.m. Friday - Tuesday. Defendant required Mr. Urquiza to clock in and out by tying in his unique employee number into a timekeeping system to keep track and record his work time. Mr. Urquiza frequently works 12-16 hour shifts.

During his employment with Defendant, Defendant would keep track of Mr. Urquiza's and other hourly, non-exempt employees' time worked and would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. Specifically, Mr. Urquiza and other hourly, non-exempt employees would select their in and out time from a dropdown menu that only has quarter hour increments. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant's favor such that Mr. Urquiza and other hourly, non-exempt employees were routinely unpaid for their time worked. As a result, Defendant failed to pay Mr. Urquiza and other hourly, non-exempt employees all required minimum and overtime wages.

Throughout Mr. Urquiza's employment with Defendant, Mr. Urquiza and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work and fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hour in violation of California. Specifically, as a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether.

Although Mr. Urquiza and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Urquiza and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Urquiza and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, due to Defendant's practices of understaffing and the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. Indeed, Mr. Urquiza and other hourly, non-exempt employees have not been authorized and permitted to take any rest periods during their employment with Defendants.

On those occasions when Mr. Urquiza and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Urquiza and other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Urquiza and other hourly, non-exempt employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Overtime Violations

Defendant was required to pay Mr. Urquiza and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked." As explained above, Mr. Urquiza worked overtime hours but was not properly compensated due to Defendant's policy and practice of rounding its non-exempt employees' time.

Minimum Wage Violations

Defendant was required to pay Mr. Urquiza and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 5, § 4. Mr. Urquiza and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Urquiza and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. Specifically, due to the work demands imposed by Defendant, Mr. Urquiza and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, their meal periods were often late, short, missed, or otherwise unlawful. In addition, they were not provided a second meal period when they worked shifts in excess 10.0 hours. As a result, Mr. Urquiza and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Urquiza and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Urquiza and other Aggrieved Employees with the required meal period

premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Urquiza and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of the work demands imposed by Defendant, Defendant did not authorize and permit any rest periods. As a result, Mr. Urquiza and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Urquiza and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premiums, and total gross and net wages earned, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Urquiza and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Urquiza will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Urquiza's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

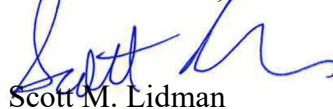
- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Urquiza and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Urquiza and other aggrieved employees all overtime compensation earned;

- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Urquiza and other aggrieved employees;
- d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Urquiza and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Urquiza and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Urquiza and other aggrieved employees all earned wages at least twice during each calendar month; and
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Urquiza and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On September 10, 2024, I served the foregoing document(s) described as:

1. FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

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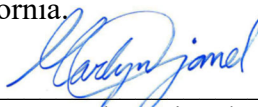
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Attorneys for Defendant
CALIFORNIA LUTHERAN UNIVERSITY

[X] (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

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

Executed on September 10, 2024 at El Segundo, California.



Marlyn Ajanel