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FILED
 Superior Court of California
 County of Los Angeles

08/12/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PAUL TAYLOR, as an individual and on behalf
 of all others similarly situated,

Plaintiff,

vs.

CHEVRON CORPORATION, a Delaware
 Corporation; CHEVRON U.S.A. INC., a
 Pennsylvania Corporation and DOES 2 through
 100,

Defendants.

Case No.: 24STCV14192

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

- (1) **MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197);**
- (2) **MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 512, 558);**
- (3) **REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 516, 558);**
- (4) **WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203);**
- (5) **WAGE STATEMENT VIOLATIONS
 (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 Paul Taylor (“Plaintiff”) on behalf of himself and all others similarly situated,
2 hereby brings this Class Action Complaint against Defendants Chevron Corporation, a Delaware
3 corporation; Chevron U.S.A. Inc., a Pennsylvania corporation, and DOES 2 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 action for recovery of unpaid wages and penalties under California Labor Code §§ 201-203, 226
8 *et seq.*, 226.7, 246, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, and 2698 *et seq.*, and Business
9 and Professions Code § 17200 *et. seq.*, and Industrial Welfare Commission Wage Order 1 (“Wage
10 Order 1”), in addition to seeking declaratory relief and restitution. This action is brought pursuant
11 to California Code of Civil Procedure § 382.

12 2. This Court has jurisdiction over Defendants’ violations of the California Labor
13 Code because the amount in controversy exceeds this Court's jurisdictional minimum. This Court
14 has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient
15 minimum contacts in California, or otherwise intentionally avails itself/themselves to the
16 California market so as to render the exercise of jurisdiction over it/them by the California courts
17 consistent with the traditional notions of fair play and substantial justice.

18 **VENUE**

19 3. Venue is proper in this judicial district pursuant to California Code of Civil
20 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
21 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
22 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
23 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
24 service of process.

25 **PARTIES**

26 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
27 Plaintiff was and currently is, a California resident. During the four years immediately preceding
28 the filing of this action and within the statute of limitations periods applicable to each cause of

1 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee, and
2 performed work for Defendants within California. Plaintiff was, and is, a victim of Defendants'
3 policies and/or practices complained of herein, lost money and/or property, and has been deprived
4 of the rights guaranteed by Labor Code §§ 201-203, 226 *et seq.*, 226.7, 246, 512, 516, 558,
5 1182.12, 1194, 1194.2, 1197, and 2698 *et seq.*, California Business and Professions Code § 17200
6 *et seq.* ("Unfair Competition Law"), and Wage Order 1, which sets employment standards for
7 employees in the manufacturing industry, including oil refining.

8 5. Plaintiff is informed and believes, and based thereon alleges, that during the four
9 years preceding the filing this action and continuing to the present, Defendants did (and continue
10 to do) business within the County of Los Angeles and the State of California by operating an oil
11 refinery in El Segundo, California, and therefore, were (and are) doing business in the County of
12 Los Angeles and the State of California.

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

21 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
22 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
23 Classes.

24 8. At all times herein mentioned, each of said Defendants participated in the doing
25 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
26 Defendants, and each of them, were the agents, servants, and employees of each and every one of
27 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
28 were acting within the course and scope of said agency and employment. Defendants, and each

1 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
2 omissions complained of herein.

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

8 **GENERAL FACTUAL ALLEGATIONS**

9 10. Plaintiff was employed by Defendants as a non-exempt employee from
10 approximately 2016 through his termination in approximately October 2023.

11 11. Throughout Plaintiff's employment with Defendants, Defendants failed to pay
12 Plaintiff and other non-exempt employees all minimum wages owed due to Defendants' policies
13 and practices that rounded and/or time-shaved Plaintiff's and other non-exempt employees'
14 hours, which resulted in Plaintiff and other non-exempt employees not being compensated for all
15 hours actually worked. Defendants required Plaintiff and other non-exempt employees to clock-
16 in and out through an electronic timekeeping system which recorded Plaintiff's and other non-
17 exempt employees' clock-in and clock-out times to the minute. Defendants, however, rounded
18 and/or time-shaved Plaintiff's and other non-exempt employees' hours in an uneven manner. Due
19 to Defendants' timekeeping policies and practices that fail to compensate for all hours worked,
20 Plaintiff and other non-exempt employees were deprived of all required minimum wages. *See*
21 *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 654 ("[I]f an employer, as in this
22 case, can capture and has captured the exact amount of time an employee has worked during a
23 shift, the employer must pay the employee for "all the time" worked."). As such, Plaintiff and
24 other non-exempt employees were not credited with all hours actually worked and were not paid
25 all minimum wages earned.

26 12. Defendants also failed to pay Plaintiff and other non-exempt employees for all
27 controlled standby time. During Plaintiff's employment with Defendants, Defendants required
28 Plaintiff and other nonexempt employees to be on call up to twice per week, during which Plaintiff

1 and other non-exempt employees had to be available to receive a call at any point from 4-6 a.m.
2 and/or 4-6 p.m. during the workday. On information and belief, if Plaintiff and other non-exempt
3 employees received a call to report for a shift while they were on call, they only had a limited
4 amount of time to respond to the call and arrive at the worksite, and could not decline the shift.
5 Furthermore, the employee was required to remain at home and not be asleep or impaired during
6 the on call time. If the employee failed to answer the call and/or arrive at the worksite within a
7 specified amount of time, he or she would be disciplined. Despite being subject to Defendants
8 control during these on call time periods, Plaintiff and other non-exempt employees were not paid
9 for this controlled standby time nor was this controlled standby time counted towards their total
10 hours worked.

11 13. Defendants have also failed to provide Plaintiff and other non-exempt employees
12 with all legally compliant meal periods due to Defendants' unlawful meal period
13 policies/practices that failed to provide timely, duty-free 30-minute meal periods. Specifically,
14 Defendants do not record employees' meal periods, and do not schedule employees' meal periods.
15 Defendants have failed to provide Plaintiff and other non-exempt employees with meal periods
16 commencing before the end of the fifth hour of work, especially due to the nature of the work
17 which often prevented employees from taking timely meal periods or taking meal periods at all.
18 Moreover, Defendants required Plaintiff and other non-exempt employees to remain on premises
19 and keep their work radios on at all times, including during meal periods, and frequently
20 interrupted Plaintiff and other non-exempt employees during meal periods with instructions for
21 work-related tasks and work demands. Defendants also never provided Plaintiff and other non-
22 exempt employees with second meal periods, despite employees typically being scheduled for
23 12-hour shifts. As a result, Defendants have failed to provide compliant and duty-free meal
24 periods. On occasions when Plaintiff and other non-exempt employees were not provided with
25 all lawful meal periods to which they were entitled, Defendants have failed to pay Plaintiff and
26 other non-exempt employees an additional hour of premium pay at their respective regular rates
27 of pay for each workday in which a meal period violation occurred, as required by Labor Code §
28

226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of meal period premium payments as required by Labor Code § 226.7.

14. Defendants paid Plaintiff and other non-exempt employees non-discretionary incentive bonuses, and other forms of pay that cannot be excluded from the regular rate of pay as a matter of law, including but not limited to, payments denoted in their wage statements as “Travel Time” and “Recognition Awards” (hereinafter collectively referred to as “Incentive Pay”). However, Defendants fail to properly incorporate the value of all earned Incentive Pay into the employees’ “regular rate” of compensation when paying meal period premiums, instead paying meal period premiums at the base rate of pay, thereby underpaying Plaintiff’s and other non-exempt employees’ meal period premiums under Labor Code § 226.7. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858 (2021) (holding “regular rate of compensation” in Labor Code § 226.7 to be synonymous with “regular rate of pay” in Labor Code § 510, and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee.). As a result, Defendants have failed to pay Plaintiff and other non-exempt employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

15. Defendants have also failed to authorize and permit all required rest periods for Plaintiff and other non-exempt employees as Defendants’ rest period policies/practices failed to authorize and permit employees to take an off-duty rest period of at least 10 minutes for every four hours worked, or major fraction thereof. Specifically, Defendants rarely authorized employees to take any rest periods at all. Moreover, Defendants required Plaintiff and other non-exempt employees to remain on premises and keep their work radios on at all times, including during any purported rest periods, in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257. Despite failing to authorize and permit Plaintiff and other non-exempt employees to take all rest periods to which they are entitled, Defendants have failed to pay Plaintiff and other non-exempt employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

1 Upon information and belief, Defendants failed to maintain pay codes for the payment of rest
2 period premium payments as required by Labor Code § 226.7.

3 16. Defendants also failed to pay Plaintiff and other non-exempt employees all sick
4 pay wages owed to them. Defendants' policies and practices dictated that sick pay payment be
5 made at an employee's base rate of pay, as opposed to their regular rate of pay. Because Plaintiff
6 and other non-exempt employees received Incentive Pay that was required to be included in their
7 regular rate of pay, but were not, Plaintiff and other non-exempt employees have not been paid
8 all sick pay wages owed to them.

9 17. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees
10 for all minimum wages, sick pay wages, and meal and rest period premium wages earned,
11 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
12 itemized wage statements. As a further result of Defendants' failure to pay Plaintiff and other
13 non-exempt employees for all minimum wages, and meal and rest period premium wages earned,
14 Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt
15 employees at the separation of their employment.

16 **CLASS ACTION ALLEGATIONS**

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

19 a. The Minimum Wage Class consists of all of Defendants' current and former non-
20 exempt employees in California who were subject to Defendants' timekeeping
21 policies/practices, during the four years immediately preceding the filing of this
22 action through the present.

23 b. The Meal Period Class consists of all Defendants' current and former non-exempt
24 employees in California who: (i) worked at least one shift in excess of 5.0 hours;
25 and (ii) earned Incentive Pay and received a meal period premium during the same
26 time period, during the four years immediately preceding the filing of this action
27 through the present.

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c. 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 this action through the present.

d. The Waiting Time Class consists of all members of the Minimum Wage Class, Rest Period Class, Meal Period Class, and/or all non-exempt employees who were paid sick pay during the same pay period in which they earned Incentive Pay, who separated their employment with Defendants during the three years immediately preceding the filing of this action through the present.

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Rest Period Class, and/or Meal Period Class, who received a wage statement from Defendants during the one year immediately preceding the filing of the lawsuit through the present.

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 non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class, and/or Meal Period Class;

- iii. Whether Defendants provided 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 lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants paid sick pay at the proper rate of pay to members of the Waiting Time Class pursuant to Labor Code § 246;
- vi. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- vii. Whether Defendants paid all compensation due upon separation to members of the Waiting Time Class pursuant to Labor Code §§ 201-203; and
- viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

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, Defendants' uniform timekeeping policies/practices, Defendants' meal and rest period policies/practices, sick pay policies/practice, and wage statements policies/practices. As such, 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:** Plaintiff's claims 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 action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all minimum wages owed, was not provided all required meal periods, was not authorized and permitted all legally compliant rest periods, was not paid sick pay wages at the correct rate of pay, was not paid all wages owed at the time of separation, and was not furnished with accurate itemized wage statements.

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

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

individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

26. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

27. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

28. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

29. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 1.

1 30. The foregoing practices and policies are unlawful and create an entitlement to
2 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
3 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
4 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
5 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

6 **SECOND CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

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

10 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed in their affirmative obligation to provide all of their non-exempt employees in California,
12 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
13 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11, for the
14 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
15 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff
16 and members of the Meal Period Class for each violation in accordance with California Labor
17 Code §§ 226.7 and 512.

18 33. As a result, Defendants are responsible for paying premium compensation for meal
19 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
20 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, and Code of Civil Procedure §
21 1021.5.

22 **THIRD CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

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

26 35. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
27 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
28 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and

1 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
2 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
3 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
4 required by Labor Code § 226.7.

5 36. The foregoing violations create an entitlement to recovery by Plaintiff and
6 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
7 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
8 to Labor Code §§ 226.7, 516, and 558, Wage Order 1, and Code of Civil Procedure § 1021.5.

9 **FOURTH CAUSE OF ACTION**

10 **WAITING TIME PENALTIES**

11 **(AGAINST ALL DEFENDANTS)**

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

13 38. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
14 an employer to pay all wages earned immediately at the time of separation of employment in the
15 event the employer discharges the employee, or if the employee provides at least 72 hours of
16 notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of
17 his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon
18 said employee's last date of employment.

19 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
21 at the time of their separation including, among other things, underpaid meal and rest period
22 premium wages and sick time pay at the correct regular rate of pay. Further, Plaintiff is informed
23 and believes, and based thereon alleges, that as a matter of uniform policy and practice,
24 Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the
25 end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.
26 Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

27 40. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
28 Time Class all earned wages upon separation from employment results in a continued payment

1 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
2 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
3 plus reasonable attorneys' fees and costs of suit.

4 **FIFTH CAUSE OF ACTION**

5 **WAGE STATEMENT VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

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

8 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
10 and members of the Wage Statement Class with complete and accurate wage statements that
11 included, among other requirements, all minimum wages earned, sick pay, and all meal and rest
12 period premium wages owed in violation of Labor Code § 226 *et seq.*

13 43. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
14 with complete and accurate, itemized wage statements resulted in actual injury, as said failures
15 led to, among other things, the non-payment of all minimum wages owed, all meal and rest period
16 premium wages owed, sick pay wages, and deprived them of the information necessary to identify
17 the discrepancies in Defendants' reported data.

18 44. Defendants' failures create an entitlement to recovery by Plaintiff and members of
19 the Wage Statement Class in a civil action for damages and/or penalties pursuant to Labor Code
20 § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs
21 of suit according to California Labor Code § 226 *et seq.*

22 **SIXTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

24 **(AGAINST ALL DEFENDANTS)**

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

26 46. Defendants have engaged and continue to engage in unfair and/or unlawful
27 business practices in California in violation of California Business and Professions Code § 17200
28 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all minimum wages owed;

1 failing to pay all required meal period premium payments; failing to pay all required rest period
2 premium payments; failing to pay sick time pay at the correct regular rate of pay; failing to pay
3 all final wages at the time of separation from employment; and knowingly failing to furnish
4 accurate and complete itemized wage statements in violation of Labor Code § 226.

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

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

14 49. The acts complained of herein occurred within the last four years immediately
15 preceding the filing this action.

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

21 **SEVENTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(AGAINST ALL DEFENDANTS)**

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

25 52. Defendants have committed several Labor Code violations against Plaintiff,
26 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
27 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
28 employees, brings this representative action against Defendants to recover the civil penalties due

1 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
2 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
3 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
4 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
5 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
6 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
7 employee pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
8 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
9 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
10 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
11 subsequent violation per employee per pay period for those violations of the Labor Code for
12 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 13 a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
14 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
15 1194.2, and 1197;
- 16 b. Failing to provide meal periods as required by law and failing to pay meal
17 period premiums to Plaintiff and other aggrieved employees at these
18 employees' respective regular rates of compensation for meal period violations
19 in violation of Labor Code §§ 226.7, 512, and 558;
- 20 c. Failing to authorize and permit Plaintiff and other aggrieved employees to take
21 all lawful rest periods to which they are entitled, and failing to pay rest period
22 premiums to Plaintiff and other aggrieved employees at these employees'
23 respective regular rates of compensation for rest period violations in violation
24 of Labor Code §§ 226.7, 516, and 558;
- 25 d. Failing to timely pay Plaintiff and other aggrieved employees all final wages
26 owed upon separation from employment in violation of Labor Code §§ 201-
27 203;
28

- e. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- f. Failing to pay Plaintiff and other aggrieved employees sick time pay at their regular rate of compensation in violation of Labor Code § 246;
- g. Failing to maintain accurate records on behalf of Plaintiff and aggrieved employees in violation Labor Code §§ 558 and 1174; and
- h. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204.

53. On June 6, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, 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 the violations of the California Labor Code identified in Paragraph 52 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

54. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants’ employees who worked for Defendants in California at any time between June 6, 2023, and the present.

55. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;

- 1 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 2 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
3 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
4 1197;
- 5 5. For the Second Cause of Action, for compensatory, consequential, general and
6 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 7 6. Upon the Third Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 9 7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
10 Labor Code §§ 201-203;
- 11 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
12 226 *et. seq.*;
- 13 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
14 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
15 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
16 *seq.*;
- 17 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
18 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
19 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
20 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
21 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
22 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
23 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
24 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
25 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
26 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
27 each initial violation and \$200 for each subsequent violation per employee per pay period for
28

1 those violations of the Labor Code for which no civil penalty is specifically provided, based on
2 the Labor Code violations identified in Paragraph 52 (a)-(h);

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

5 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
6 §§ 218.5, 1194 *et seq.*, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

8
9 Dated: August 12, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

10
11 By:



Fletcher W. Schmidt
Attorneys for Plaintiff

12
13 **DEMAND FOR JURY TRIAL**

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

15
16 Dated: August 12, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

17
18 By:



Fletcher W. Schmidt
Attorneys for Plaintiff