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

HERBERTH ZELAYA, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

TELEDYNE SCIENTIFIC & IMAGING,
LLC, a Delaware Limited Liability Company,
and DOES 1 TO 50,

Defendants.

CASE NUMBER: 2024CUOE025686

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT FOR:**

1. Failure to Pay All Minimum Wages,
2. Failure to Pay All Overtime Wages,
3. Failure to Provide Rest Periods and Pay Missed Rest Period Premiums,
4. Failure to Provide Meal Periods and Pay Missed Meal Period Premiums,
5. Failure to Maintain Accurate Employment Records,
6. Failure to Pay Wages Timely during Employment,
7. Failure to Pay All Wages Earned and Unpaid at Separation,
8. Failure to Reimburse Business Expenses,
9. Failure to Furnish Accurate Itemized Wage Statements,
10. Unfair Competition Law, and
11. PAGA Penalties

DEMAND FOR JURY TRIAL

Plaintiff HERBERTH ZELAYA (“Plaintiff”), on behalf of himself, and all other similarly situated employees within the State of California, complains and alleges of defendants TELEDYNE SCIENTIFIC & IMAGING, LLC (“Teledyne”) and Does 1 to 50 (collectively, “Defendants”), and each of them, as follows:

I. INTRODUCTION

1. This is a class action complaint brought pursuant to the California Code of Civil Procedure §382.

2. The “Class Period,” as used herein, is defined as the four-year period from the filing of this action and continuing into the present and ongoing. Defendants’ violations of California’s laws, as described more fully below, have been ongoing throughout the Class Period and are still ongoing.

3. Plaintiff brings this class action on behalf of himself and the following class: *All individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period* (the “Class Members”). (Code Civ. Proc., § 382.)

4. Plaintiff brings this action on behalf of himself and the Class Members, as a class action, against Defendants for:

- A. Failure to pay all minimum wages,
- B. Failure to pay all overtime wages,
- C. Failure to provide meal periods and pay missed meal period premiums
- D. Failure to provide rest periods and pay missed rest period premiums,
- E. Failure to maintain accurate employment records,
- F. Failure to pay wages timely during employment,
- G. Failure to pay all wages earned and unpaid at separation,
- H. Failure to indemnify all necessary business expenditures,
- I. Failure to furnish accurate itemized wage statements, and
- J. Violations of California’s Unfair Competition Law (“UCL”) (Bus. & Prof.

Code, §§ 17200–17210).

5. Plaintiff is informed and believes and thereon alleges that the California Industrial Welfare Commission (“IWC”) Wage Orders applicable to the facts of this case are IWC Wage Orders 1 and/or 4 (the “Applicable Wage Orders”) and possibly others that may be applicable. (Cal. Code of Regs., tit. 8, §§ 11010, 11040) Plaintiff reserves the right to amend or modify the definition of “Applicable Wage Orders” with greater specificity or add additional IWC Wage Orders if additional applicable wage orders are discovered in litigation.

II. JURISDICTION & VENUE

6. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, §10, of the California Constitution and Code of Civil Procedure §410.10 because this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

7. This Court has personal jurisdiction over Teledyne because Teledyne has caused injuries in the County of Ventura and the State of California through their acts, and by their violation of the California Labor Code and California state common law. Teledyne transacts millions of dollars of business within the State of California. Teledyne’s principal place of business, as reflected in its registration with the California Secretary of State, is in the County of Ventura, at 1049 Camino Dos Rios, Thousand Oaks, California 91360. Teledyne owns, maintains offices, transacts business, has an agent or agents within the County of Ventura, and/or otherwise are found within the County of Ventura and Teledyne is within the jurisdiction of this Court for purposes of service of process.

8. Venue as to Teledyne is proper in this judicial district, pursuant to §395 of the Code of Civil Procedure. Teledyne operates within California and does business within Ventura County, California. Teledyne’s principal office is located in the County of Ventura, at 1049 Camino Dos Rios, Thousand Oaks, California 91360. The unlawful acts alleged herein have a direct effect on Plaintiff and all of Defendants’ employees identified above within Ventura County and surrounding counties where Defendants may remotely operate.

1 9. This matter is not appropriate for removal under the Class Action Fairness Act (28
2 U.S.C. § 1332) as the amount in controversy for Plaintiff's and the Class Members' claims, in
3 aggregate, is less than \$5 million. Additionally, all the allegations herein occurred in the State of
4 California. As such, even if the amount in controversy did exceed \$5 million this matter would
5 still not be appropriate for removal under the "local controversy" exception to the Class Action
6 Fairness Act. (28 U.S.C. § 1332, subd. (d)(4)(A).)

7 **III. THE PARTIES**

8 **A. PLAINTIFF**

9 10. At all relevant times, Plaintiff, who is over the age of 18, was and currently is a
10 citizen of California residing in the State of California. Defendants employed Plaintiff as a non-
11 exempt hourly employee.

12 11. Plaintiff brings this action on behalf of himself and the following class pursuant to
13 §382 of the Code of Civil Procedure as follows: *All individuals who are or were employed by*
14 *Defendants as non-exempt employees in California during the Class Period* (the "Class
15 Members").

16 12. The Class Members, at all times pertinent hereto, are or were employees of
17 Defendants during the relevant statutory period.

18 **B. DEFENDANTS**

19 13. Plaintiff is informed and believes and thereon alleges that Defendants were
20 authorized to and doing business in Ventura County and is and/or was the legal employer of
21 Plaintiff and the other Class Members during the applicable statutory periods. Plaintiff and the
22 other Class Members were, and are, subject to Defendants' policies and/or practices complained
23 of herein and have been deprived of the rights guaranteed to them by: California Labor Code
24 §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1,
25 1198, 1198.5, 1199, 2802, and others that may be applicable; California Business and Professions
26 Code §§17200 through 17210 ("UCL"); and the Applicable Wage Orders (Cal. Code of Regs., tit.
27 8, §§ 11010, 11040).

28 14. Plaintiff is informed and believes, and based thereon alleges, that during the Class

1 Period, Defendants did (and continue to do) business in the State of California, County of Ventura.

2 15. Plaintiff does not know the true names or capacities, whether individual, partner,
3 or corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
5 amend this complaint when such true names and capacities are discovered. Plaintiff is informed,
6 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiff and the other Class Members to be subject to the unlawful
9 employment practices, wrongs, injuries, and damages complained of herein.

10 16. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
11 herein, Defendants were and/or are the employers of Plaintiff and the other Class Members. At
12 all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
13 alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of
14 them, were the agents, servants, and employees of each and every one of the other Defendants, as
15 well as the agents of all Defendants, and at all times herein mentioned were acting within the
16 course and scope of said agency and employment. Defendants, and each of them, approved of,
17 condoned, or otherwise ratified every one of the acts or omissions complained of herein.

18 17. At all relevant times, Defendants, and each of them, were members of and engaged
19 in a joint venture, partnership, and common enterprise, and acting within the course and scope of
20 and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff is
21 informed, and believes, and thereon alleges, that all Defendants were joint employers for all
22 purposes of Plaintiff and the other Class Members.

23 **IV. COMMON FACTS & ALLEGATIONS**

24 18. Plaintiff and the other Class Members (collectively, the "Class Members") are and
25 were employed by the Defendants in the State of California at all relevant times.

26 19. The Class Members are, and were, at all relevant times, non-exempt employees for
27 the purposes of minimum wages, overtime, rest breaks, meal periods, and the other claims alleged
28 in this complaint.

1 20. Specifically, Defendants employed Plaintiff within the statutory Class Period,
2 working as an hourly, non-exempt environmental health and safety technician, along with other
3 tasks required by Defendants.

4 **A. MINIMUM WAGE VIOLATIONS**

5 21. Labor Code §1197 requires employees to be paid at least the minimum wage fixed
6 by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code
7 §1194 entitles “any employee receiving less than the legal minimum wage . . . to recover in a civil
8 action the unpaid balance of the full amount of this minimum wage.” Likewise, the Applicable
9 Wage Orders also obligate employers to pay each employee minimum wages for all hours worked.
10 (Cal. Code of Regs., tit. 8, §§ 11010, 11040) Labor Code §1198 makes unlawful the employment
11 of an employee under conditions that the IWC Wage Orders prohibit.

12 22. These minimum wage standards apply to each hour that employees work.
13 Therefore, an employer’s failure to pay for any particular time worked by an employee is unlawful,
14 even if averaging an employee’s total pay over all hours worked, paid or not, results in an average
15 hourly wage above minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

16 23. Here, Defendants failed to fully conform their pay practices to the requirements of
17 the law during the relevant statutory periods. The Class Members were not compensated for all
18 hours worked including, but not limited to, all hours they were subject to the control of Defendants
19 and/or suffered or permitted to work under the California Labor Code and the Applicable Wage
20 Orders. Among other violations, the Class Members were subject to the control of Defendants
21 while off-the-clock and did not receive minimum wage for each hour worked.

22 24. Additionally, the Class Members were not paid all wages for all hours worked due
23 to Defendants’ uniform payroll policies and practices that required the Class Members to
24 inaccurately record their time based on a pre-set schedule, rather than accurately record their actual
25 hours worked. Additionally, the Class Members were periodically called while off-duty for work-
26 related purposes, but this time was not recorded and wages were not paid for this off-the-clock
27 work. This policy routinely failed to capture the entirety of the hours the Class Members worked.
28 As a result, the Class Members were regularly uncompensated for time spent working. This

1 uncompensated time violated California's requirement that employees be compensated for all
2 hours worked. As a result of this practice, the Class Members were not compensated their
3 minimum wages for all hours worked.

4 25. Labor Code §§1194, subdivision (a), and 1194.2, subdivision (a), provide that an
5 employer who has failed to pay its employees the legal minimum wage is liable to pay those
6 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
7 equal to the wages due and interest thereon.

8 26. When employees, such as the Class Members, are not paid for all hours worked
9 under Labor Code §1194, they are entitled to recover minimum wages for the time which they
10 received no compensation. (See *Sillah v. Command International Security Services* (N.D. Cal.
11 2015) 154 F.Supp.3d 891 [employees suing for failure to pay overtime could recover liquidated
12 damages under Labor Code §1194.2 if they also showed they were paid less than minimum wage].)

13 27. Labor Code §1197.1 authorizes employees who are paid less than the minimum
14 wage fixed by an applicable state or local law, or by an order of the IWC, a civil penalty, among
15 other damages, as follows:

16 (1) "For any initial violation that is intentionally committed, one
17 hundred dollars (\$100) for each underpaid employee for each pay
18 period for which the employee is underpaid."

19 (2) "For each subsequent violation for the same specific offense,
20 two hundred fifty dollars (\$250) for each underpaid employee for
21 each pay period for which the employee is underpaid regardless of
22 whether the initial violation is intentionally committed." (Lab.
23 Code, § 1197.1, subd. (a).)

24 28. As set forth above, Defendants failed to fully compensate the Class for all minimum
25 wages. Accordingly, the Class Members are entitled to recover unpaid wages, liquidated damages
26 and civil penalties for violations of Labor Code §§1194, 1194.2, and 1197.1.

27 29. Based upon these same factual allegations, the Class Members are likewise entitled
28 to penalties under Labor Code §1199.

1 **B. OVERTIME VIOLATIONS**

2 30. Labor Code §510 requires employers to compensate employees who work more
3 than eight hours in one workday, forty hours in a workweek, and for the first eight hours worked
4 on the seventh consecutive day no less than one and one-half times the regular rate of pay for an
5 employee. (Lab. Code, § 510, subd. (a).) Further, Labor Code §510 obligates employers to
6 compensate employees at no less than twice the regular rate of pay when an employee works more
7 than twelve hours in a day or more than eight hours on the seventh consecutive day of work. (Lab.
8 Code, § 510, subd. (a).) These rules are also reflected in the Applicable Wage Orders.

9 31. In accordance with Labor Code §1194 and the Applicable Wage Orders, the Class
10 Members could not then agree and cannot now agree to work for a lesser wage than the amount
11 provided by Labor Code §510 or the Applicable Wage Orders.

12 32. Here, Defendants violated their duty to accurately and completely compensate the
13 Class Members for all overtime worked. The Class Members periodically worked hours that
14 entitled them to overtime compensation under the law but were not fully compensated for those
15 hours, including for time spent working while allegedly taking meal breaks as well as work
16 performed off-the-clock.

17 33. Moreover, during the relevant statutory periods, Defendants had a policy and
18 practice of failing to pay overtime wages at the proper rate when it actually paid overtime.
19 Specifically, when Defendants paid overtime wages to the Class Members, Defendants failed to
20 include all compensation when calculating the regular rate of pay used in overtime calculations
21 and when paying overtime.

22 34. For instance, the Class Members would often receive, along with their hourly rates
23 of pay for their working hours, additional remuneration and/or non-discretionary bonus pay.
24 Defendants, however, calculated the regular rate of pay for the Class Members without factoring
25 into the regular rate of pay all other non-hourly pay earnings received during the pay period. As a
26 result, the Class Members were underpaid overtime wages when they worked in excess of eight
27 hours in any workday and/or forty hours in a workweek when such additional forms of
28 remuneration were earned. By its practice of periodically requiring the Class Members to work in

1 excess of eight hours in a workday and/or forty hours in a workweek without compensating them
2 at the rate of one and one-half (1½) their regular rate of pay, Defendants willfully violated the
3 provisions of Labor Code §§510, 1194, and 1199.

4 35. These actions were and are in clear violation of California’s overtime laws as set
5 forth in Labor Code §§510, 1194, 1199, and the Applicable Wage Orders. (Cal. Code of Regs.,
6 tit. 8, §§ 11010, 11040) As a result of Defendants’ faulty policies and practices, the Class Members
7 were not compensated for all hours worked or paid accurate overtime compensation.

8 **C. REST BREAK VIOLATIONS**

9 36. Pursuant to Labor Code §226.7 and the Applicable Wage Orders, Defendants were
10 and are required to provide the Class Members with compensated, duty-free rest periods of not
11 less than ten minutes for every major fraction of four hours worked. Under the Applicable Wage
12 Orders, an employer must authorize and permit all employees to take ten-minute duty-free rest
13 periods for every major fraction of four hours worked. (Cal. Code of Regs., tit. 8, §§ 11010,
14 11040)

15 37. Likewise, Labor Code §226.7 provides that “[a]n employer shall not require an
16 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
17 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”
18 (Lab. Code, § 226.7, subd. (b).) Labor Code §226.7 also provides that employers must pay their
19 employees one additional hour of pay at the employee’s regular rate for each workday that a “meal
20 or rest or recovery period is not provided.” (Lab. Code, § 226.7, subd. (c).) Thus, the Wage Orders
21 set when and for how long the rest period must take place and the Labor Code establishes that
22 violations of the IWC Wage Orders are unlawful and sets forth the premium pay employer must
23 pay their employees when employers fail to provide rest periods.

24 38. The California Supreme Court has held that, during required rest periods,
25 “employers must relieve their employees of all duties and relinquish any control over how
26 employees spend their break time.” (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th
27 257, 260.) Relinquishing control over employees during rest periods requires that employees be
28 “free to leave the employer’s premises” and be “permitted to attend to personal business.” (*Id.* at

1 p. 275.) The *Brinker* Court explained in the context of rest breaks that employer liability attaches
2 from adopting an unlawful policy:

3 “An employer is required to authorize and permit the amount of rest break
4 time called for under the wage order for its industry. If it does not—if, for
5 example, it adopts a uniform policy authorizing and permitting only one rest
6 break for employees working a seven-hour shift when two are required—it
7 has violated the wage order and is liable.” (*Brinker Rest. Corp. v. Superior*
8 *Court* (2012) 53 Cal.4th 1004, 1033.)

9 39. Here, Defendants often did not permit the Class Members to take compliant duty-
10 free rest breaks, free from Defendants’ control as required by Labor Code §226.7, the Applicable
11 Wage Orders, and applicable precedent. (See *Augustus v. ABM Security Services, Inc.* (2016) 2
12 Cal.5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
13 duties and relinquish control over how employees spend their time.”].) At all relevant times, the
14 Class Members were often not provided with legally compliant and timely rest periods of at least
15 ten minutes for each four hour work period, or major fraction thereof due to Defendants’ unlawful
16 rest period policies/practices. The Class Members were often expected and required to continue
17 working through rest periods to meet the expectations of Defendants and finish the workday. In
18 some cases when the Class Members worked more than ten hours in a shift, Defendants failed to
19 authorize and/or permit a third mandated rest period. As a result, the Class Members were
20 periodically unable to take compliant rest periods.

21 40. In such cases where Defendants did not offer the Class Members the opportunity to
22 receive a compliant off-duty rest period, “the court may not conclude employees voluntarily chose
23 to skip those breaks.” (*Alberts v. Aurora Behavioral Health Care* (2015) 241 Cal.App.4th 388,
24 410 (2015) [“If an employer fails to provide legally compliant meal or rest breaks, the court may
25 not conclude employees voluntarily chose to skip those breaks.”]; *Brinker Rest. Corp. v. Superior*
26 *Court, supra*, 53 Cal.4th at p. 1033 [“No issue of waiver ever arises for a rest break that was
27 required by law but never authorized; if a break is not authorized, an employee has no opportunity
28 to decline to take it.”].)

1 41. In addition to failing to authorize and permit compliant rest periods, the Class
2 Members were not compensated with one hour's worth of pay at their regular rate of compensation
3 when they were not provided with a compliant rest period in accordance with Labor Code §226.7,
4 subdivision (c). Thus, Defendants have violated Labor Code §226.7 and the Applicable Wage
5 Orders.

6 42. Based on the foregoing, Plaintiff seeks to recover, on behalf of himself and other
7 non-exempt employees, rest period premiums and penalties.

8 **D. MEAL BREAK VIOLATIONS**

9 43. Labor Code §512 and the Applicable Wage Orders require employers to provide
10 employees with a thirty-minute uninterrupted and duty-free meal period within the first five hours
11 of work. (Lab. Code, § 512, subd. (a) ["An employer shall not employ an employee for a work
12 period of more than five hours per day without providing the employee with a meal period of not
13 less than 30 minutes"]; Cal. Code of Regs., tit. 8, §§ 11010, 11040 ["No employer shall
14 employ any person for a work period of more than five (5) hours without a meal period of not less
15 than 30 minutes"].) Additionally, an employee who works more than ten hours per day is
16 entitled to receive a second thirty-minute uninterrupted and duty-free meal period. (Lab. Code, §
17 512, subd. (a) ["An employer shall not employ an employee for a work period of more than 10
18 hours per day without providing the employee with a second meal period of not less than 30
19 minutes"].)

20 44. "An on-duty meal period is permitted only when the nature of the work prevents an
21 employee from being relieved of all duty and the parties agree in writing to an on-duty paid meal
22 break." (*Lubin v. The Wackenhut Corp.* (2016) 5 Cal.App.5th 926, 932.) The written agreement
23 must include a provision allowing the employee to revoke it at any time. (*Ibid.*) Generally, the
24 California Department of Industrial Relations, Division of Labor Standards Enforcement
25 ("DLSE") and courts have "found that the nature of the work exception applies: (1) where the
26 work has some particular external force that requires the employee to be on duty at all times, and
27 (2) where the employee is the sole employee of a particular employer." (*Id.* at p. 945, internal
28 quotation marks omitted; *Abdullah v. U.S. Security Associates, Inc.* (9th Cir. 2013) 731 F.3d 952,

1 958–959.) “[I]t is the employer’s obligation to determine whether the nature of the work prevents
2 an employee from being relieved before requiring an employee to take an on-duty meal period.”
3 (*Lubin v. The Wackenhut Corp.*, *supra*, 5 Cal.App.5th at p. 946.)

4 45. Here, the Class Members were never asked to sign any enforceable document
5 agreeing to an on-duty meal period. Moreover, nothing in the nature of their work involved the
6 kind of “external force” that might justify on-duty meal breaks. (*Lubin v. The Wackenhut Corp.*,
7 *supra*, 5 Cal.App.5th at p. 945.) Nevertheless, Defendants often did not provide compliant off-
8 duty meal periods within the first five hours of work for the Class Members.

9 46. As with rest breaks, meal breaks must be duty-free. (*Brinker Restaurant Corp. v.*
10 *Superior Court* (2012) 53 Cal.4th 1004, 1035 [“The IWC’s wage orders have long made a meal
11 period’s duty-free nature its defining characteristic.”].) Relinquishing control over employees
12 during meal periods requires that employees be “free to leave the employer’s premises” and be
13 “permitted to attend to personal business.” (*Augustus v. ABM Security Services, Inc.*, *supra*, 2
14 Cal.5th at p. 275.) Under Labor Code §512, if an employer maintains a uniform policy that does
15 not authorize and permit the amount of meal time called for under the law (as specified in the
16 Labor Code and/or applicable IWC Wage Order), “it has violated the wage order and is liable.”
17 (*Brinker Restaurant Corp. v. Superior Court*, *supra*, 53 Cal.4th at p. 1033.)

18 47. During the applicable statutory periods here, the Class Members were periodically
19 denied legally compliant and timely off-duty meal periods of at least thirty minutes due to
20 Defendants’ unlawful meal period policy and practices. As a result of Defendants’ uniform meal
21 period policies and practices, the Class Members were often not permitted to take complaint first
22 meal periods before the end of the fifth hour of work. The Class Members were also periodically
23 not permitted to take second meal periods for shifts in excess of ten hours. Defendants thus
24 violated Labor Code §512 and the Applicable Wage Orders by failing to advise, authorize, or
25 permit the Class Members to receive thirty-minute, off-duty meal periods within the first five hours
26 of their shifts.

27 48. Labor Code §226.7 provides that “[a]n employer shall not require an employee to
28 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or

1 applicable regulation, standard, or order of the Industrial Welfare Commission.” (Lab. Code, §
2 226.7, subd. (b).) Labor Code §226.7, subdivision (c), and the Applicable Wage Orders further
3 obligate employers to pay employees one additional hour of pay at the employee’s regular rate of
4 compensation for each workday that the meal period is not provided. (Lab. Code, § 226.7, subd.
5 (c); Cal. Code of Regs., tit. 8, §§ 11010, 11040 [“If an employer fails to provide an employee a
6 meal period in accordance with the applicable provisions of this order, the employer shall pay the
7 employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
8 that the meal period is not provided.”].)

9 49. Accordingly, for each day that the Class Members did not receive compliant meal
10 periods, they were and are entitled to receive meal period premiums pursuant to Labor Code §226.7
11 and the Applicable Wage Orders. Defendants, however, failed to pay the Class Members
12 applicable meal period premiums for many workdays that the employees did not receive a
13 compliant meal period. Thus, Defendants have violated Labor Code §226.7 and the Applicable
14 Wage Orders.

15 50. Based on the foregoing, Plaintiff seeks to recover, on behalf of himself and other
16 non-exempt employees, meal period premiums and penalties.

17 **E. FAILURE TO REIMBURSE BUSINESS EXPENSES**

18 51. At all relevant times herein, Defendants were subject to Labor Code §2802, which
19 states that “an employer shall indemnify his or her employees for all necessary expenditures or
20 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
21 his or her obedience to the directions of the employer.” The purpose of this section is to “prevent
22 employers from passing along their operating expenses onto their employees.” (*Gattuso v. Harte-*
23 *Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562.)

24 52. At all relevant times herein, Defendants were subject to Labor Code §2804, which
25 states that “any contract or agreement, express or implied, made by any employee to waive the
26 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
27 employee or her personal representative of any right or remedy to which he is entitled under the
28 laws of this State.”

1 53. Thus, the Class Members were and are entitled to reimbursement for the expenses
2 they incurred during the course of their duties. The duty to reimburse even extends to the use of
3 equipment the employee may already own and would be required to pay for anyway. (*Cochran v.*
4 *Schwan's Home Serv., Inc.* (2014) 228 Cal.App.4th 1137, 1144 ["The threshold question in this
5 case is this: Does an employer always have to reimburse an employee for the reasonable expense
6 of the mandatory use of a personal cell phone, or is the reimbursement obligation limited to the
7 situation in which the employee incurred an extra expense that he or she would not have otherwise
8 incurred absent the job? The answer is that reimbursement is always required. Otherwise, the
9 employer would receive a windfall because it would be passing its operating expenses on to the
10 employee."].)

11 54. Here, Defendants failed to fully reimburse the Class Members for necessary
12 expenditures incurred as a direct consequence and requirement of performing their job duties,
13 including the costs associated with their personal cell phone Defendants knew, or should have
14 known, that Class Members would be required to use to perform their work. Consequently,
15 Defendants failed to comply with Labor Code §2802

16 **F. UNTIMELY WAGES DURING EMPLOYMENT**

17 55. Labor Code §204 expressly requires employers who pay employees on a weekly,
18 biweekly, or semimonthly basis to pay all wages "not more than seven calendar days following
19 the close of the payroll period." Labor Code §210, subdivision (a), makes employers who violate
20 Labor Code §204 subject to a penalty of:

21 “(1) For any initial violation, one hundred dollars (\$100) for each
22 failure to pay each employee.

23 “(2) For each subsequent violation, or any willful or intentional
24 violation, two hundred dollars (\$200) for each failure to pay each
25 employee, plus 25 percent of the amount unlawfully withheld.”
26 (Lab. Code, § 210, subd. (a).)

27 56. Notably, the penalty provided by Labor Code §210 is “[i]n addition to, and entirely
28 independent and apart from, any other penalty provided in this article” (Lab. Code, § 210,

1 subd. (a).)

2 57. Due to Defendants' failure to pay the Class Members the wages described above,
3 along with rest and meal break premiums, Defendants failed to timely pay the Class Members
4 within seven calendar days following the close of payroll in accordance with Labor Code §204 on
5 a regular and consistent basis.

6 **G. UNTIMELY WAGES AT SEPARATION**

7 58. Labor Code §203 provides "if an employer willfully fails to pay . . . any wages of
8 an employee who is discharged or who quits, the wages of the employee shall continue as a
9 penalty" for up to thirty days. (Lab. Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487,
10 492.) As a result of Defendants' failure to pay the Class Members for the wages described above,
11 along with rest and meal break premiums, Defendants violated and continue to violate Labor Code
12 §203.

13 59. Due to Defendants' faulty pay policies, those former Class Members whose
14 employment with Defendants concluded were not compensated for each and every hour worked
15 at the appropriate rate. Defendants have failed to pay former Class Members whose sums were
16 certain at the time of termination within seventy-two hours of their resignation and have failed to
17 pay those sums for thirty days thereafter.

18 **H. WAGE STATEMENT VIOLATIONS**

19 60. Defendants also failed to provide accurate itemized wage statements in accordance
20 with Labor Code §§226, subdivisions (a)(1), (2), (5), and (9). Labor Code §226, subdivision (a),
21 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage
22 statement in writing showing:

- 23 (1) The gross wages earned;
24 (2) The total hours worked by the employee;
25 (3) The number of piece-rate units earned and any applicable
26 piece rate if the employee is paid on a piece rate basis;
27 (4) All deductions, provided that all deductions made on written
28 orders of the employee may be aggregated and shown as one item;

- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) The name and address of the legal entity that is the employer; and
- (9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

61. Due to Defendants' failure to pay the Class Members properly as described above, the wage statements issued do not indicate the correct amount of gross wages earned, total hours worked, or the net wages earned, or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Thus, Defendants have violated Labor Code §226, subdivisions (a)(1), (2), (5), and (9).

62. In addition to Labor Code §226, subdivision (a), Defendants also knowingly and intentionally failed to provide the Class Members with accurate itemized wage statements in violation of Labor Code §226, subdivision (e). Defendants knew that they were not providing the Class Members with wage statements required by California law but nevertheless failed to correct their unlawful practices and policies. (See *Garnett v. ADT LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1134 [finding the defendant knowingly and intentionally violated Labor Code §226 because the "[d]efendant knew that it was not providing total hours worked to plaintiff or other employees paid on commission" even though it believed that employees paid solely on commission or commission and salary "are exempt and therefore we do not record hours on a wage statement."].)

I. RECORDKEEPING VIOLATIONS

63. Labor Code §226, subdivision (a), requires employers to keep an accurate record of, among other things, all hours worked by employees. Labor Code §226.3 provides, in pertinent

1 part, as follows:

2 “Any employer who violates subdivision (a) of Section 226 shall be subject
3 to a civil penalty in the amount of two hundred fifty dollars (\$250) per
4 employee per violation in an initial citation and one thousand dollars
5 (\$1,000) per employee for each violation in a subsequent citation, for which
6 the employer fails to provide the employee a wage deduction statement or
7 fails to keep the records required in subdivision (a) of Section 226. The
8 civil penalties provided for in this section are in addition to any other
9 penalty provided by law.” (Lab. Code, § 226.3, emphasis added.)

10 64. Likewise, Labor Code §1174, subdivision (d), requires every employer, including
11 Defendants, to:

12 “Keep, at a central location in the state or at the plants or establishments at
13 which employees are employed, payroll records showing the hours worked
14 daily by and the wages paid to, and the number of piece-rate units earned
15 by and any applicable piece rate paid to, employees employed at the
16 respective plants or establishments. These records shall be kept in
17 accordance with rules established for this purpose by the commission, but
18 in any case, shall be kept on file for not less than three years. An employer
19 shall not prohibit an employee from maintaining a personal record of hours
20 worked, or, if paid on a piece-rate basis, piece-rate units earned.” (Lab.
21 Code, § 1174, subd. (d), emphasis added.)

22 65. As explained in detail above, Defendants failed to provide the Class Members with
23 accurate itemized wage statements. Defendants did so, in part, because they failed to accurately
24 track hours worked by the Class Members. Defendants have thus failed to keep accurate records
25 of the “total hours worked by the employee[s]” in violation of Labor Code §226, subdivision (a),
26 and are therefore subject to the penalties provided by Labor Code §226.3. These penalties are “in
27 addition to any other penalty provided by law.” (Lab. Code, § 226.3.)

28 66. The failure to accurately track hours worked also resulted in a failure of Defendants

1 to keep a record of all “payroll records showing the hours worked daily by” Defendants’
2 employees, including Plaintiff and the other Class Members, in violation of Labor Code §1174,
3 subdivision (d).

4 **V. CLASS ACTION ALLEGATIONS**

5 67. As mentioned above, Plaintiff brings this action on behalf of himself and the Class
6 Members pursuant to §382 of the Code of Civil Procedure.

7 68. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of
8 all members would be unfeasible and not practicable. The membership of the class is unknown to
9 Plaintiff at this time; however, it is estimated that the number of Class Members is greater than
10 100 individuals. The identity of such membership is readily ascertainable via inspection of
11 Defendants’ employment records.

12 69. **Common Questions of Law and Fact Predominate/Well Defined Community**
13 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
14 situated non-exempt employees, which predominate over questions affecting only individual
15 members including, without limitation to:

- 16 A. Whether Defendants’ pay policies/practices resulted in a failure to pay the
17 Class Members for all hours worked, including all minimum wages;
- 18 B. Whether Defendants’ pay policies/practices resulted in a failure to pay the
19 Class Members for all required overtime wages at the Class Members’
20 regular rate of pay;
- 21 C. Whether Defendants’ rest period policies and practices afforded legally
22 compliant rest periods or compensation in lieu thereof;
- 23 D. Whether Defendants’ meal period policies and practices afforded legally
24 compliant meal periods or compensation in lieu thereof;
- 25 E. Whether Defendants properly reimbursed Class Members for all necessary
26 expenditures incurred in the direct consequence of the discharge of their
27 duties;
- 28 F. Whether Defendants maintained accurate employment records;

- 1 G. Whether Defendants timely paid all wages during employment;
- 2 H. Whether Defendants timely paid all wages earned and unpaid at separation;
- 3 I. Whether Defendants furnished legally compliant wage statements to the
- 4 Class Members pursuant to Labor Code §226; and
- 5 J. Whether Defendants' violations of the Labor Code and the Applicable
- 6 Wage Orders amounted to a violation of California's UCL.

7 70. **Predominance of Common Questions:** Common questions of law and fact

8 predominate over questions that affect only individual Class Members. The common questions of

9 law set forth above are numerous and substantial and stem from Defendants' uniform policies and

10 practices applicable to each individual class member, such as Defendants' uniform policy and

11 practice of failing to pay for all hours worked, Defendants' uniform policies and practices which

12 failed to provide complaint rest periods, Defendants' uniform policies and practices which failed

13 to provide complaint meal periods, Defendants' uniform policies which failed to reimburse

14 necessary expenditures, Defendants' failure to provide accurate itemized wage statements, and

15 others. As such, the common questions predominate over individual questions concerning each

16 individual class member's showing as to his or her eligibility for recovery or as to the amount of

17 his or her damages.

18 71. **Typicality:** The claims of Plaintiff are typical of the claims of the Class Members

19 because Plaintiff was employed by Defendants as a non-exempt employee in California during the

20 statute(s) of limitation applicable to each cause of action pleaded in this complaint. As alleged

21 herein, Plaintiff, like the other Class Members, was deprived of minimum, regular, and overtime

22 wages because of Defendants' unlawful timekeeping policies and practices, was deprived of rest

23 periods and premium wages in lieu thereof, was deprived of meal periods and premium wages in

24 lieu thereof, was subject to Defendants' uniform rest period policies and practices, was subject to

25 Defendants' uniform meal period policies and practices, was not reimbursed for necessary

26 expenditures, was not provided accurate itemized wage statements, was not paid all wages in full

27 and on time, and was subject to other similar policies and practices to which the Class Members

28 were subject.

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

7 73. **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 conditions
12 of employment. The nature of this action and the format of laws available to Plaintiff and the
13 Class Members make the class action format a particularly efficient and appropriate procedure to
14 redress the violations alleged herein. If each employee were required to file an individual lawsuit,
15 Defendants would necessarily gain an unconscionable advantage since they would be able to
16 exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior
17 financial and legal resources.

18 74. Moreover, requiring each Class Member to pursue an individual remedy would also
19 discourage the assertion of lawful claims by employees who would be disinclined to file an action
20 against their former or current employer for real and justifiable fear of retaliation and permanent
21 damages to their careers at subsequent employment. Further, the prosecution of separate actions
22 by the individual Class Members, even if possible, would create a substantial risk of inconsistent
23 or varying verdicts or adjudications with respect to the individual Class Members against
24 Defendants herein, and which would establish potentially incompatible standards of conduct for
25 Defendants or legal determinations with respect to individual Class Members which would, as a
26 practical matter, be dispositive of the interest of the other Class Members not parties to
27 adjudications or which would substantially impair or impede the ability of the Class Members to
28 protect their interests.

1 75. Further, the claims of the individual Class Members are not sufficiently large to
2 warrant vigorous individual prosecution considering the concomitant costs and expenses attending
3 thereto. As such, the Class Members identified above are maintainable as a class under §382 of
4 the Code of Civil Procedure.

5 **VI. CAUSES OF ACTION**

6 **First Cause of Action**

7 *Failure to Pay All Minimum Wages*

8 *(Against All Defendants)*

9 76. Plaintiff realleges and incorporates by reference all previous paragraphs.

10 77. Section 4 of the Applicable Wage Orders and Labor Code §1197 establish the right
11 of employees to be paid minimum wages for all hours worked, in amounts set by state law. (Lab.
12 Code, § 1197; Cal. Code of Regs., tit. 8, §§ 11010, 11040) Labor Code §§1194, subdivision (a),
13 and 1194.2, subdivision (a), provide that an employee who has not been paid the legal minimum
14 wage as required by Labor Code §1197 may recover the unpaid balance, together with attorneys'
15 fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and
16 interest accrued thereon.

17 78. Here, Defendants failed to fully conform their pay practices to the requirements of
18 the law during the relevant statutory periods. Plaintiff and the other Class Members were not
19 compensated for all hours worked including, but not limited to, all hours they were subject to the
20 control of Defendants and/or suffered or permitted to work under the Labor Code and the
21 Applicable Wage Orders.

22 79. Labor Code §1198 makes unlawful the employment of an employee under
23 conditions that the IWC Wage Orders prohibit. Labor Code §§1194, subdivision (a), and 1194.2,
24 subdivision (a), provide that an employer who has failed to pay its employees the legal minimum
25 wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated
26 damages in an amount equal to the wages due and interest thereon.

27 80. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
28 Plaintiff and the other Class Members have sustained economic damages, including but not limited

1 to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to
2 recover economic and statutory damages and penalties and other appropriate relief because of
3 Defendants' violations of the Labor Code and Applicable Wage Orders.

4 81. Defendants' practices and policies regarding illegal employee compensation are
5 unlawful and create an entitlement to recovery by Plaintiff and the other Class Members in a civil
6 action for the unpaid amount of minimum wages, liquidated damages, including interest thereon,
7 statutory penalties, attorney's fees, and costs of suit according to Labor Code §§204, 218.5, 1194,
8 1194.2, 1197, and 1198, and Code of Civil Procedure §1021.5.

9 **Second Cause of Action**

10 *Failure to Pay All Overtime Wages*

11 *(Against All Defendants)*

12 82. Plaintiff realleges and incorporates by reference all previous paragraphs.

13 83. This cause of action is brought pursuant to Labor Code §§204, 510, 1194, and 1198,
14 which provide that non-exempt employees are entitled to overtime wages for all overtime hours
15 worked and provide a private right of action for the failure to pay all overtime compensation for
16 overtime work performed. At all times relevant herein, Defendants were required to properly pay
17 Plaintiff and the other Class Members for all overtime wages earned pursuant to Labor Code §1194
18 and the Applicable Wage Orders. Defendants caused Plaintiff and the other Class Members to
19 work overtime hours but did not compensate them at one and one-half times their regular rate of
20 pay for such hours in accordance with California law. Likewise, Defendants caused Plaintiff and
21 the other Class Members to work double-time hours but did not compensate them at twice their
22 regular rate of pay for such hours in accordance with California law.

23 84. Defendants failed to fully conform their pay practices to the requirements of
24 California law. This unlawful conduct includes but is not limited to Defendants' uniform and
25 unlawful pay policies and practices of failing to accurately record all the time that non-exempt
26 employees were under the supervision and control of Defendants. The foregoing policies and
27 practices are unlawful and allow Plaintiff and the other Class Members to recover in a civil action
28 the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties,

1 attorney's fees, and costs of suit according to Labor Code §§204, 510, 1194, and 1198, the
2 Applicable Wage Orders, and Code of Civil Procedure §1021.5.

3 **Third Cause of Action**

4 *Failure to Provide Rest Periods and Pay Missed Rest Period Premiums*

5 *(Against All Defendants)*

6 85. Plaintiff realleges and incorporates by reference all previous paragraphs.

7 86. Section 12 of the Applicable Wage Orders, and Labor Code §226.7 establish the
8 right of employees to be provided with a rest period of at least ten minutes for each four hour
9 period worked, or major fraction thereof. (See Cal. Code of Regs., tit. 8, §§ 11010, 11040)

10 87. Due to Defendants' unlawful rest period policies and practices described in detail
11 above, Defendants did not authorize and permit Plaintiff and the other Class Members to take all
12 rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have
13 not paid an additional hour of pay to Plaintiff and the other Class Members at their respective
14 regular rates of pay for each violation, in accordance with California Labor Code §226.7.

15 88. The foregoing violations create an entitlement to recovery by Plaintiff and the other
16 Class Members in a civil action for the unpaid amount of rest period premiums owing, including
17 interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Orders, and
18 California Labor Code §226.7.

19 **Fourth Cause of Action**

20 *Failure to Provide Meal Periods and Pay Missed Meal Period Premiums*

21 *(Against All Defendants)*

22 89. Plaintiff realleges and incorporates by reference all previous paragraphs.

23 90. Plaintiff is informed and believes and thereon alleges, that Defendants failed in
24 their affirmative obligation to provide their hourly non-exempt employees, including Plaintiff and
25 the other Class Members, with all required meal periods in accordance with the mandates of the
26 Labor Code and the Applicable Wage Orders, for the reasons set forth herein above. Despite
27 Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff and the
28 other Class Members at their respective regular rates of pay for each violation, in accordance with

1 California Labor Code §226.7.

2 91. As a result, Defendants are responsible for paying premium compensation for meal
3 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
4 Applicable Wage Orders and Labor Code §§226.7 and 512, and Civil Code §3287, subdivision
5 (b), and 3289. (See Cal. Code of Regs., tit. 8, §§ 11010, 11040).

6 **Fifth Cause of Action**

7 *Failure to Maintain Accurate Employment Records*

8 *(Against All Defendants)*

9 92. Plaintiff realleges and incorporates by reference all previous paragraphs.

10 93. Pursuant to California Labor Code §1174, subdivision (d), an employer shall keep
11 at a central location in the state or at the plants or establishments at which employees are employed,
12 payroll records showing the hours worked daily by and wages paid to employees employed at the
13 respective plants or establishments. These records must be kept in accordance with rules
14 established for this purpose by the commission, but in any case shall be kept on file for not less
15 than two years.

16 94. Labor Code §1174.5 imposes a civil penalty of \$500 for an employer's failure to
17 maintain accurate and complete records.

18 95. Defendant has intentionally and willfully failed to keep accurate and complete
19 records showing the hours worked daily and wages paid to Plaintiff and the other Class Members.
20 Thus, Plaintiff and the other Class Members have been denied their legal right and protected
21 interest in having available at a central location at the plant or establishment where they are
22 employed, accurate and complete payroll records showing the hours worked daily by, and the
23 wages paid to, employees at those respective locations pursuant to Labor Code §1174.

24 **Sixth Cause of Action**

25 *Failure to Pay Wages Timely during Employment*

26 *(Against All Defendants)*

27 96. Plaintiff realleges and incorporates by reference all previous paragraphs.

28 97. Labor Code §200 provides that "wages" include all amounts for labor performed

1 by employees of every description, whether the amount is fixed or ascertained by the standard of
2 time, task, pieces, commission basis, or other method of calculation. Labor Code §204 states that
3 all wages earned by any person in any employment are payable twice during the calendar month
4 and must be paid not more than seven days following the close of the period when the wages were
5 earned. Labor Code §210, subdivision (a), makes employers who violate Labor Code §204 subject
6 to a penalty of \$100 for any initial failure to timely pay each employee's full wages and \$200 for
7 each subsequent violation, plus 25% of the amount unlawfully withheld.

8 98. Labor Code §216 establishes that it is a misdemeanor for any person, with regards
9 to wages due, to "falsely deny the amount or validity thereof, or that the same is due, with intent
10 to secure himself, her employer or other person, any discount upon such indebtedness, or with
11 intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness
12 is due."

13 99. Defendants as a matter of established company policy and procedure in the State of
14 California, scheduled, required, suffered, and/or permitted Plaintiff and the other Class Members,
15 to work without full compensation, to work without legally-compliant off-duty meal periods, to
16 work without legally-compliant off-duty rest periods, and thereby failed to fully pay Plaintiff and
17 the other Class Members within seven days of the close of payroll, as required by law.

18 100. Defendants, as a matter of established company policy and procedure in the State
19 of California, falsely deny they owe Plaintiff and the other Class Members these wages, with the
20 intent of securing for itself a discount upon its indebtedness and/or to annoy, harass, oppress,
21 hinder, delay, and/or defraud Plaintiff and the other Class Members.

22 101. Defendants' pattern, practice, and uniform administration of its corporate policy of
23 illegally denying employees compensation, as described herein, is unlawful and entitles Plaintiff
24 and the other Class Members to recover, pursuant to Labor Code §210, the unpaid balance of the
25 compensation owed to them in a civil action and any applicable penalties, attorney fees, and
26 interest owed to them pursuant to Labor Code §§210 and 218.5.

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102. Plaintiff realleges and incorporates by reference all previous paragraphs.

103. The actionable period for this cause of action is three years prior to the filing of this complaint through the present, and ongoing until the violations are corrected or the class is certified. (*Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389, 1395; *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1109; Code Civ. Proc., § 338, subd. (a).) Labor Code §§201 and 202 of the California Labor Code require Defendants to pay all compensation due and owing to its former employees (including the formerly-employed Class Members) during the actionable period for this cause of action at or around the time that their employment is or was terminated, or ended.

104. Section 203 of the Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by §§201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty workdays.

105. Due to Defendants' faulty pay policies, those Class Members whose employment with Defendants has concluded were not compensated for each and every hour worked at the appropriate rate. Defendants have willfully failed to pay those formerly-employed Class Members whose sums were certain at the time of termination within seventy-two hours of their resignation and have failed to pay those sums for thirty days thereafter as required by Labor Code §§201 through 203.

106. As a result, Defendants are liable to the formerly-employed Class Members for waiting time penalties amounting to thirty days wages for the formerly-employed Class Members pursuant to Labor Code §203. (See, e.g., DLSE Manual, § 4.3.4 [failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties].)

1 **Eighth Cause of Action**

2 *Failure to Indemnify All Necessary Business Expenditures*

3 *(Against All Defendants)*

4 107. Plaintiff realleges and incorporates by reference all previous paragraphs.

5 108. California Labor Code §2802 states that employers must “indemnify” an employee
6 for “all necessary expenditures or losses incurred by the employee in direct consequence of the
7 discharge of his or her duties, or of his or her obedience to the directions of the employer.”
8 Likewise, Labor Code §2804 states that “any contract or agreement, express or implied, made by
9 any employee to waive the benefits of this article or any part thereof, is null and void, and this
10 article shall not deprive any employee or her personal representative of any right or remedy to
11 which he is entitled under the laws of this State.”

12 109. Here, Plaintiff and the other Class Members paid out of pocket for necessary
13 business expenditures incurred as a direct consequence and requirement of performing their job
14 duties, including the costs associated with their personal cell phone they required to perform their
15 work. Despite knowing that Plaintiff and the other Class Members incurred these necessary
16 business expenses, and requiring Plaintiff and the other Class Members to use such items,
17 Defendants did not reimburse them.

18 110. Thus, Plaintiff and the other Class Members are entitled to recover the cost of such
19 necessary business expenses, plus interest from the date each incurred such business expenses,
20 plus fees and costs. (Lab. Code, § 2802, subds. (b), (c).)

21 **Ninth Cause of Action**

22 *Failure to Furnish Accurate Itemized Wage Statements*

23 *(Against All Defendants)*

24 111. Plaintiff realleges and incorporates by reference all previous paragraphs.

25 112. Labor Code §226, subdivision (a), obligates employers, semi-monthly or at the time
26 of each payment to furnish an itemized wage statement in writing showing:

- 27 (1) The gross wages earned;
28 (2) The total hours worked by the employee;

- (3) The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) The name and address of the legal entity that is the employer; and
- (9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

113. As set forth above, Defendants issued and continues to issue wage statements to its non-exempt employees including Plaintiff and the other Class Members that are inadequate under Labor Code §226, subdivision (a). By failing to pay Plaintiff and the other Class Members properly as described above, Defendants failed to include required information on their wage statements, including, but not limited to, the gross wages earned, the net wages earned in violation of Labor Code §226, subdivision (a).

114. Defendants' failure to comply with Labor Code §226, subdivision (a), of the Labor Code was knowing and intentional. (Lab. Code, § 226, subd. (e)).

115. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff and the other Class Members in violation of Labor Code §226, subdivision (a), Plaintiff and the other Class Members are each entitled to recover an initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per each Class Member from Defendants pursuant to Labor Code §226, subdivision (e), along with

costs and reasonable attorneys' fees.

Tenth Cause of Action

Violations of California's Unfair Competition Law

(Against All Defendants)

116. Plaintiff realleges and incorporates by reference all previous paragraphs.

117. 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 through 17210, by committing the unlawful acts described above. Defendants' utilization of these unfair and unlawful business practices deprived and continue to deprive Plaintiff and the other Class Members of compensation to which they are legally entitled. These practices constitute unfair and unlawful competition and provide an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

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

119. The acts complained about herein occurred within the four years prior to the initiation of this action and are continuing into the present and ongoing.

120. Plaintiff was compelled to retain the services of counsel to file this Court action to protect her interests and those of the Class Members, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which Plaintiff is entitled to recover under Code of Civil Procedure §1021.5.

Eleventh Cause of Action

Private Attorneys General Act Penalties

(Against All Defendants)

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

1 2. Defendants have committed several Labor Code violations against Plaintiff and
2 other non-exempt employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
3 § 2698 *et seq.*, acting on behalf of himself and other non-exempt employees, bring this
4 representative action against Defendants to recover the civil penalties due to Plaintiff, other
5 similarly non-exempt employees, and the State of California according to proof pursuant to Labor
6 Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200
7 for each subsequent violation per employee per pay period for those violations of the Labor Code
8 for which no civil penalty is specifically provided based on the following Labor Code violations:

9 a. Failing to provide Plaintiff and other non-exempt employees all minimum and
10 overtime wages in violation of Labor Code § 204, 210, 510, 1194 and 1198;

11 b. Failing to provide Plaintiff and other non-exempt employees with all of their
12 statutorily mandated meal periods or compensation at the “regular rate of pay” in lieu thereof in
13 violation of Labor Code §§ 204, 510, 558, 1194 and 1198;

14 c. Failing to provide Plaintiff and other non-exempt employees with all of their
15 statutorily mandated rest periods or compensation at the “regular rate of pay” in lieu thereof in
16 violation of Labor Code §§ 204, 510, 1194 and 1198;

17 d. Failing to reimburse Plaintiff and other non-exempt employees for all necessary
18 business expenditures in violation of Labor Code §§ 2800 and 2802

19 e. Failing to timely compensate Plaintiff and other non-exempt employees with all
20 earnings at their separation of employment in violation of Labor Code §§ 201-203; and

21 f. Failing to furnish Plaintiff and other non-exempt employees with complete,
22 accurate, itemized wage statements in violations of Labor Code § 226(a).

23 3. On or about June 6, 2024, Plaintiff notified Defendant Teledyne Scientific &
24 Imaging, LLC, via certified mail, and the California Labor and Workforce Development Agency
25 (“LWDA”) via its website of Defendant’s violations of the California Labor Code § 2698 *et seq.*,
26 with respect to violations of the California Labor Code identified in Paragraph 77(a)-(e). Now that
27 sixty-five days have passed from Plaintiff notifying Defendant and the LWDA of these violations,
28 Plaintiff will have exhausted his administrative requirements for bringing a claim under the Private

Attorneys General Act with respect to these violations.

4. Plaintiff was compelled to retain the services of counsel to file this court action to protect their interests and the interests of other non-exempt employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699.

VII. DEMAND FOR JURY TRIAL

121. Plaintiff hereby demands trial by jury of Plaintiff's and the Class Members' claims against Defendants.

VIII. PRAYER FOR RELIEF

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 class;
2. For an order appointing Plaintiff as representative of the class;
3. For an order appointing Plaintiff's counsel as counsel for the class;
4. For the failure to pay all minimum wages, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§1194, 1194.2, 1197, and others as may be applicable;
5. For the failure to pay all overtime wages, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§204, 510, 1194, 1198, and others as may be applicable;
6. For the failure to provide rest periods and pay missed rest period premiums, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §226.7;
7. For the failure to provide meal periods and pay missed meal period premiums, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§226.7 and 512;
8. For the failure to maintain accurate employment records, penalties pursuant to Labor Code §§226.3, 1174.5, and others that may be applicable;

1 9. For the failure to pay wages timely during employment, the unpaid balance of the
2 compensation owed to Plaintiff and the other Class Members, and any applicable penalties owed
3 to them pursuant to Labor Code §210;

4 10. For the failure to pay all wages earned and unpaid at separation, statutory waiting
5 time penalties pursuant to Labor Code §§201 through 203, for the Class Members who quit or
6 were fired in an amount equal to their daily wage multiplied by thirty days, as may be proven;

7 11. For the failure to indemnify all necessary business expenditures, all unreimbursed
8 business expenses, and interest thereon, that are owed, pursuant to Labor Code §2802, and attorney
9 fees, pursuant to Labor Code §2802, subdivision (c);

10 12. For the violations of California's Unfair Competition Law, restitution to Plaintiff
11 and the other Class Members of all money and/or property unlawfully acquired by Defendants by
12 means of any acts or practices declared by this Court to be in violation of Business and Professions
13 Code §§17200 through 17210;

14 13. For civil penalties due to Plaintiff, other non-exempt aggrieved employees, and the
15 State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not
16 limited to: (1) \$100 for each initial violation and \$200 for each subsequent violation per employee
17 per pay period for those violations of the Labor Code for which no civil penalty is specifically
18 provided under the Labor Code;

19 14. Prejudgment interest on all due and unpaid wages pursuant to Labor Code §218.6
20 and Civil Code §§3287 and 3289;

21 15. On all causes of action for which attorneys' fees may be available, for attorneys'
22 fees and costs as provided by Labor Code §§218.5, 226, Code of Civil Procedure §1021.5, and
23 others as may be applicable;

24 16. For an order enjoining Defendants, and each of them, and their agents, servants,
25 and employees, and all persons acting under, in concert with, or for them, from acting in derogation
26 of any rights or duties adumbrated in this complaint; and

27 17. For such other and further relief, this Court may deem just and proper.
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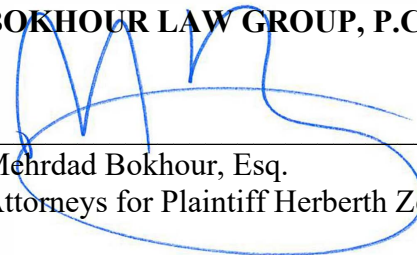
Dated: August 29, 2024

GOLDEN STATE EMPLOYMENT LAWYERS

By: /s/ Sanjay Bansal
Sanjay Bansal, Esq.
Amir D. Benakote, Esq.
Attorneys for Plaintiff Herberth Zelaya

Dated: August 29, 2024

BOKHOUR LAW GROUP, P.C.

By: 
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff Herberth Zelaya

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On August 29, 2024, I served the following document(s) described as **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Matthew C. Kane, Esq.
mkane@bakerlaw.com
Amy E. Beverlin, Esq.
abeverlin@bakerlaw.com
Kerri H. Sakaue, Esq.
ksakaue@bakerlaw.com
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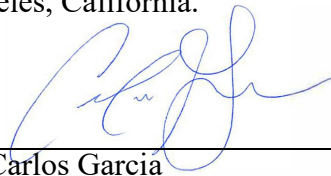
Sylvia J. Kim, Esq.
sjkim@bakerlaw.com
BAKER & HOSTETLER, LLP
Transamerica Pyramid
600 Montgomery Street, Suite 3100
San Francisco, California 94111

Counsel for defendant Teledyne Scientific & Imaging, LLC

BY ELECTRONIC MAIL: Based on a Court order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused such the document(s) described above to be sent from my email address to the persons listed above. I did not receive, within a reasonable time after the transmission, any electronic message or indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 29, 2024, at Los Angeles, California.



Carlos Garcia