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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

KRISTINA REVIEA, on behalf of herself and
all others similarly situated, and the general
public,

Plaintiff,

v.

THE VONS COMPANIES, INC. *dba* VONS,
a Michigan corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: CIVSB2418851

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

Amended as a Matter of Right Pursuant to
C.C.P. § 472(a)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Indemnify (Lab. Code § 2802);
6. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
7. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff KRISTINA REVIEA (“Plaintiff”), on behalf of herself, all others similarly situated,
2 the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendant THE VONS
5 COMPANIES, INC. *dba* VONS, a Michigan corporation; and DOES 1 through 50, inclusive,
6 (collectively referred to as “Defendant”) for alleged violations of the California Labor Code and
7 California Business and Professions Code. As set forth below, Plaintiff alleges that Defendant has:

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

17 Based on these alleged Labor Code violations, Plaintiff now brings this class and
18 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
19 restitution, and related relief on behalf of herself, all others similarly situated, and the general public.

20 **JURISDICTION AND VENUE**

21 2. This Court has subject matter jurisdiction to hear this case because the monetary
22 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
23 jurisdiction of the Superior Court of the State of California.

24 3. Venue is proper in the County of San Bernardino pursuant to Code of Civil Procedure
25 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
26 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
27 maintains offices, transacts business and/or has an agent therein.

28 4. Venue is proper in San Bernardino County because Defendants’ have at all times

1 alleged herein, conducted business in San Bernardino County, and throughout California. As such,
2 venue is proper in any county in California.

3 **PARTIES**

4 5. Plaintiff KRISTINA REVIEA is, and at all relevant times mentioned herein, an
5 individual residing in the State of California.

6 6. Plaintiff is informed and believes, and thereupon alleges that Defendant THE VONS
7 COMPANIES, INC. *dba* VONS, is, and at all relevant times mentioned herein, a Michigan
8 corporation doing business in the State of California.

9 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
10 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
11 will amend this Complaint to allege the true names and capacities of the DOE defendants when
12 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
13 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
14 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
15 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
16 defendants when ascertained.

17 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
18 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
19 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
20 or all of the other defendants, and in doing the things alleged herein, were acting within the course
21 and scope of such relationship and with the full knowledge, consent, and ratification by such other
22 defendants.

23 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
24 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
25 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
26 and omissions alleged herein.

27 10. This action has been brought and may be maintained as a class action pursuant to Code
28 of Civil Procedure section 382 because there is a well-defined community of interest among the

persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

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

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

12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

13. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number exceeds the minimum required for numerosity under California law.

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

- a. Whether Defendant maintained a policy or practice of failing to provide employees

- 1 with their rest periods;
- 2 b. Whether Defendant maintained a policy or practice of failing to provide employees
- 3 with their meal periods;
- 4 c. Whether Defendant failed to pay premium wages to class members when they have
- 5 not been provided with meal and rest periods at the appropriate rates of pay;
- 6 d. Whether Defendant failed to pay minimum and/or overtime wages to class
- 7 members for all time worked;
- 8 e. Whether Defendant failed to provide class members with accurate written wage
- 9 statements as a result of providing them with written wage statements with
- 10 inaccurate entries for, among other things, amounts of gross and net wages, and
- 11 total hours worked;
- 12 f. Whether Defendant failed to reimburse class members for all necessary business
- 13 expenses incurred during the discharge of their duties;
- 14 g. Whether class members are entitled to restitution of money or property that
- 15 Defendant may have acquired from them through unfair competition;

16 15. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff

17 is informed and believes, and thereupon alleges that Defendant has a policy or practice of failing to

18 comply with the California Labor Code and Business and Professions Code as alleged in this

19 Complaint.

20 16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and

21 has no interests that are adverse to, or otherwise conflict with, the interests of absent class members

22 and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and

23 adequately represent and protect the interests of the other class members.

24 17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that

25 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in

26 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf

27 of Plaintiff and absent class members.

28 18. **Superiority:** A class action is vastly superior to other available means for fair and

1 efficient adjudication of the class members' claims and would be beneficial to the parties and the
2 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
3 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
4 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
5 due to many individual class members are likely to be relatively small and would thus make it
6 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
7 class action will serve an important public interest by permitting class members to effectively pursue
8 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
9 or contradictory judgments inherent in individual litigation.

10 **GENERAL ALLEGATIONS**

11 19. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
12 statutory periods.

13 20. Defendant had a common policy and practice of systemically failing to pay Plaintiff
14 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay.
15 Specifically, Plaintiff and Class Members were consistently required to perform work, off-the-clock,
16 for which they were not paid wages. Plaintiff and Class Members were systemically required to wait
17 in long lines in order to physically clock in and out of their shifts, for which no wages were paid.
18 Plaintiff and Class Members had one timeclock and there would always be a line and a wait to be
19 able to clock in/out. The forgoing and uncompensated working time was under the direction and
20 control of Defendants, for which no wages were paid. Defendants did so with the ostensible intent of
21 paying Plaintiff and Class members only for the hours they were scheduled to work, rather than the
22 hours they were actually under Defendant's control. Plaintiff contends this policy is not neutral and
23 results, over time, to the detriment of the Plaintiff and Class members by systematically
24 undercompensating them.

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

28 22. Defendant also failed to Plaintiff and Class Members overtime wages at the proper and

1 applicable regular rates of pay. Specifically, Plaintiff and Class Members earned non-discretionary
2 bonuses in addition to their hourly pay. Additionally, Plaintiff and Class Members were paid
3 retroactively for raises they were promised. However, these supplemental earnings were not
4 accounted for when determining Plaintiff and Class Members' regular rates of pay, and respective
5 and proper overtime rates of pay.

6 23. Defendant had a common policy and practice of systemically denying Plaintiff and
7 Class Members the opportunity to take meal periods in compliance with the California Law. Plaintiff
8 and Class Members were not provided with meal periods of at least thirty (30) minutes for each five
9 (5) hour work period. Specifically, the uncompensated pre-shift duties discussed above caused
10 Plaintiff and Class Members' meal period to commence after the completion of their fifth and tenth
11 hours of work.

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

24 25. Furthermore, Defendant failed to pay Plaintiff and Class Members premium pay wages
25 at their appropriate regular rates of pay for each meal and rest period denied.

26 26. Defendant failed to comply with Labor Code section 226(a)(1) as "gross wages
27 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

28 27. Defendant failed to comply with Labor Code section 226(a)(2) as "total hours worked

1 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
2 not included.

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

5 29. Defendant failed to comply with Labor Code section 226(a)(9) as “all applicable
6 hourly rates in effect during the pay period and the corresponding number of hours worked at each
7 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
8 overtime, were not included.

9 30. Plaintiff and Class Members were not reimbursed for business expenses incurred in
10 executing their duties under Defendant’s employ. Specifically, Plaintiff and Class Members were
11 required to pay the costs of the required protective gear, such as slip shoes and gloves, necessary to
12 perform, their duties under Defendants’ employ. Plaintiff and Class members were not reimbursed
13 for these necessary work-related expenses.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS**

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

17 **(Plaintiff and Meal Period Sub-Class)**

18 31. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
19 fully alleged herein.

20 32. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
21 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
22 Code and the applicable Industrial Welfare Commission Wage Order.

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

28 34. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare

Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

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

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

37. Section 11 of the applicable Wage Order states:

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

38. At all relevant times, Plaintiff was not subject to a valid on-duty meal period agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class** members were not subject to valid on-duty meal period agreements with Defendant.

39. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendant maintained a policy or practice of not providing Plaintiff and members of the **Meal Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5) hour work period, as required by Labor Code section 512 and the applicable Wage Order. Specifically, the uncompensated pre-shift duties discussed above caused Plaintiff and **Meal Period Sub-Class** Members’ meal period to commence after the completion of their fifth and tenth hours of work.

40. Furthermore, Defendant failed to pay Plaintiff and **Meal Period Sub-Class** Members premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.

41. Plaintiff alleges that, at all relevant times during the applicable limitations period,

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

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

7 43. Moreover, Defendant's written policies fail to inform **Meal Period Sub-Class**
8 Members of their meal period rights under the Labor Code and applicable Wage Orders.

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

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

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

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

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

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

22 47. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
23 herein.

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

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

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

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

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

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

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

15 54. Defendant had a common policy and practice of systemically denying Plaintiff and
16 **Rest Period Sub-Class** Members the opportunity to take rest periods in compliance with the
17 California Law. Specifically, Plaintiff and **Rest Period Sub-Class** Members were prohibited from
18 leaving the work premises during rest periods, when such rest periods were taken. Plaintiff and **Rest**
19 **Period Sub-Class** Members were not provided with rest periods of at least ten (10) minutes for each
20 four (4) hour work period, or major fraction thereof, due to (1) Defendant's policy of not scheduling
21 each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or
22 more; (2) no formal compliant written rest period policy that encouraged employees to take their rest
23 periods, or that properly advised Plaintiff and **Rest Period Sub-Class** Members of their rest period
24 rights; (3) Defendant's policy and practice of requiring Plaintiff and **Rest Period Sub-Class** Members
25 to remain on the premises during their rest breaks; and (4) Defendant's policy and practice of
26 requiring putative class members to continue working through their rest breaks due to the excessive
27 workload.

28 55. Furthermore, Defendant failed to pay Plaintiff and **Rest Period Sub-Class** Members

1 premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.

2 56. At all relevant times, Defendant failed to pay Plaintiff and the **Rest Period Sub-Class**
3 Members additional premium wages when required rest periods were not provided.

4 57. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
5 and **Rest Period Sub-Class** Members, seeks to recover unpaid premium wages, interest thereon, and
6 costs of suit.

7 58. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
8 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
9 **Period Sub-Class** Members, seeks to recover reasonable attorneys' fees.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

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

13 **(Plaintiff and Hourly Employee Class)**

14 59. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
15 herein.

16 60. At all relevant times, Plaintiff and **Hourly Employee Class** Members are or have been
17 non-exempt employees of Defendant entitled to the full protections of the Labor Code and the
18 applicable Wage Order.

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

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

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

28 64. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated

1 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
2 to the underlying unpaid minimum wages and interest thereon.

3 65. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
4 than the minimum wage required under the applicable Wage Order for all hours worked during a
5 payroll period.

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

9 67. Labor Code section 1198 makes it unlawful for employers to employ employees under
10 conditions that violate the applicable Wage Order.

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

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

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

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

26 72. Plaintiff is informed and believes that, at all relevant times, Defendant has applied
27 centrally devised policies and practices to him and **Hourly Employee Class Members** with respect
28 to working conditions and compensation arrangements.

1 73. At all relevant times, Defendant failed to pay hourly wages to Plaintiff and **Hourly**
2 **Employee Class** Members for all time worked, including but not limited to, overtime hours at
3 statutory and/or agreed rates.

4 74. Plaintiff and **Hourly Employee Class** Members were not paid proper wages and
5 overtime for all hours worked, at the proper rates of pay. Specifically, Plaintiff and **Hourly Employee**
6 **Class** Members were consistently required to perform work, off-the-clock, for which they were not
7 paid wages. Plaintiff and **Hourly Employee Class** Members were systemically required to wait in
8 long lines in order to physically clock in and out of their shifts, for which no wages were paid. Plaintiff
9 and **Hourly Employee Class** Members had one timeclock and there would always be a line and a
10 wait to be able to clock in/out. The forgoing and uncompensated working time was under the direction
11 and control of Defendant, for which no wages were paid. Defendant did so with the ostensible intent
12 of paying Plaintiff and **Hourly Employee Class** Members only for the hours they were scheduled to
13 work, rather than the hours they were actually under Defendant's control. Plaintiff contends this
14 policy is not neutral and results, over time, to the detriment of the Plaintiff and **Hourly Employee**
15 **Class** Members by systematically undercompensating them.

16 75. This uncompensated time caused Plaintiff and **Hourly Employee Class** Members to
17 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
18 entitling Plaintiff and **Hourly Employee Class** Members to minimum and overtime wages, which
19 they were systemically denied.

20 76. Defendants also failed to Plaintiff and **Hourly Employee Class** Members overtime
21 wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and **Hourly Employee**
22 **Class** Members earned non-discretionary bonuses in addition to their hourly pay. Additionally,
23 Plaintiff and **Hourly Employee Class** Members were paid retroactively for raises they were
24 promised. However, these supplemental earnings were not accounted for when determining Plaintiff
25 and **Hourly Employee Class** Members' regular rates of pay, and respective and proper overtime rates
26 of pay.

27 77. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
28 Members have suffered damages in an amount, subject to proof, to the extent they were not paid the

1 full amount of wages earned during each pay period during the applicable limitations period,
2 including overtime wages.

3 78. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
4 behalf of herself and **Hourly Employee Class** Members, seeks to recover unpaid straight time and
5 overtime wages, interest thereon and costs of suit.

6 79. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
7 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
8 **Hourly Employee Class** Members, seeks to recover reasonable attorneys' fees.

9 **FOURTH CAUSE OF ACTION**

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

11 **(Lab. Code § 226)**

12 **(Plaintiff and Wage Statement Penalties Sub-Class)**

13 80. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 81. Labor Code section 226(a) states:

16 An employer, semimonthly or at the time of each payment of wages,
17 shall furnish to his or her employee, either as a detachable part of the
18 check, draft, or voucher paying the employee's wages, or separately if
19 wages are paid by personal check or cash, an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours
21 worked by the employee, except as provided in subdivision (j), (3) the
22 number of piece-rate units earned and any applicable piece rate if the
23 employee is paid on a piece-rate basis, (4) all deductions, provided that
24 all deductions made on written orders of the employee may be
25 aggregated and shown as one item, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the
27 name of the employee and only the last four digits of his or her social
28 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, if the employer is a farm labor contractor, as
defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the
employee and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be

1 kept on file by the employer for at least three years at the place of
2 employment or at a central location within the State of California. For
3 purposes of this subdivision, ‘copy’ includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

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

10 83. Plaintiff is informed and believes that, at all relevant times during the applicable
11 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** Members
12 with written wage statements as described above. Additionally, the wage statements issued to class
13 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
14 described above.

15 84. Furthermore, Defendant failed to comply with Labor Code section 226(a)(1) as “gross
16 wages earned” were not accurately reflected in that: all hours worked, including overtime, were not
17 included.

18 85. Defendant failed to comply with Labor Code section 226(a)(2) as “total hours worked
19 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
20 not included.

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

23 87. Defendant failed to comply with Labor Code section 226(a)(9) as “all applicable
24 hourly rates in effect during the pay period and the corresponding number of hours worked at each
25 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
26 overtime, were not included.

27 88. Plaintiff is informed and believes that Defendant’s failure to provide Plaintiff and
28 **Wage Statement Class** Members with accurate written wage statements was intentional in that

1 Defendant have the ability to provide them with accurate wage statements but have intentionally
2 provided them with written wage statements that Defendant have known do not comply with Labor
3 Code section 226(a).

4 89. Plaintiff and **Wage Statement Class** Members have suffered injuries, in that
5 Defendant has violated their legal rights to receive accurate wage statements and have misled them
6 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
7 statements has prevented immediate challenges to Defendant's unlawful pay practices, has required
8 discovery and mathematical computations to determine the amount of wages owed, has caused
9 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
10 submission of inaccurate information about wages and deductions to federal and state government
11 agencies.

12 90. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
13 **Statement Class** Members, seeks the greater of actual damages or \$50.00 for the initial pay period
14 in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay
15 period in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty
16 of \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO INDEMNIFY**

19 **(Lab. Code § 2802)**

20 **(Plaintiff and Reimbursement Class)**

21 91. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 92. Labor Code section 2802(a) states:

24 An employer shall indemnify his or her employee for all necessary
25 expenditures or losses incurred by the employee in direct consequence
26 of the discharge of his or her duties, or of his or her obedience to the
27 directions of the employer, even though unlawful, unless the employee,
28 at the time of obeying the directions, believed them to be unlawful.

93. Plaintiff and **Expense Reimbursement Class** Members were not reimbursed for
business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff

1 and **Expense Reimbursement Class** Members were required to pay the costs of the required
2 protective gear, such as slip shoes and gloves, necessary to perform their duties under Defendant's
3 employ. Plaintiff and **Expense Reimbursement Class Members** were not reimbursed for these
4 necessary work-related expenses.

5 94. Accordingly, Plaintiff and **Expense Reimbursement Class** Members are entitled to
6 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
7 the Complaint and until the date of entry of judgment.

8 95. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** Members, seeks
9 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
10 costs pursuant to Code of Civil Procedure section 1021.5.

11 **SIXTH CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

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

14 **(Plaintiff and UCL Class)**

15 96. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 97. Business and Professions Code section 17200 defines "unfair competition" to include
18 any unlawful business practice.

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

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

26 100. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
27 THIRD, and FIFTH causes of action herein.

28 101. Plaintiff lost money or property as a result of the aforementioned unfair competition.

1 102. Defendant has or may have acquired money by means of unfair competition.

2 103. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
3 Code violations described in this Complaint, Defendant violated Labor Code sections, 215, 216, 225,
4 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802
5 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
6 herein.

7 104. Defendant has committed criminal conduct through their policies and practices of,
8 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
9 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
10 and reimbursement for necessary business expenditures.

11 105. Defendant's unlawful conduct as alleged in this Complaint amounts to and constitutes
12 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
13 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
14 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
15 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
16 similarly situated persons in a class action proceeding.

17 106. As a result of Defendant's violations of the Labor Code during the applicable
18 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
19 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendant's conduct.

20 107. Plaintiff is informed and believes that other similarly situated persons have been
21 subject to the same unlawful policies or practices of Defendant.

22 108. Due to the unfair and unlawful business practices in violation of the Labor Code,
23 Defendant has gained a competitive advantage over other comparable companies doing business in
24 the State of California that comply with their legal obligations.

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

28 110. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,

1 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
2 Defendant, and each of them, and their agents and employees, from further violations of the Labor
3 Code and applicable Wage Orders.

4 111. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
5 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
6 Defendants, and each of them, and their agents and employees, from further violations of the Labor
7 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
8 an order permanently enjoining Defendant, and each of them, and their respective agents and
9 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
10 Wage Orders.

11 112. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
12 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
13 belonging to them that Defendant did not pay them or otherwise retained by means of its unlawful
14 and unfair business practices.

15 113. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
16 and/or the common fund doctrine, Plaintiff and **UCL Class** Members are entitled to recover
17 reasonable attorneys' fees in connection with their unfair competition claims.

18 114. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
19 herself and **UCL Class** Members, seeks declaratory relief and restitution of all monies rightfully
20 belonging to them that Defendant did not pay them or otherwise retained by means of its unlawful
21 and unfair business practices.

22 115. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
23 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
24 reasonable attorneys' fees in connection with their unfair competition claims.

25 **SEVENTH CAUSE OF ACTION**

26 **CIVIL PENALTIES**

27 **(Lab. Code §§ 2698, *et seq.*)**

28 116. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

1 117. During the applicable limitations period, Defendants have violated Labor Code §§
2 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 226.8, 227.3, 246, 510, 512, 515, 558, 558.1,
3 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

4 118. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
5 and other current and former employees, to bring a representative civil action to recover civil penalties
6 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
7 maintained as a class action pursuant to Code of Civil Procedure section 382.

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

15 120. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
16 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
17 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
18 investigate.

19 121. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
20 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 212, 213, 223, 226.7,
21 226(a), 226.8, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 22 i. For violations of Labor Code §§ 201, 202, 203, 213, 212, 226.7, 227.3, 246
23 1174, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per
24 pay period for each initial violation and two hundred dollars (\$200) for each

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

employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

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

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

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid,

1 and one hundred dollars (\$100) for each employee for each subsequent pay
2 period for which the employee was underpaid (penalties set by Labor Code §
3 558);

4 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
5 aggrieved employee for each initial violation of Labor Code § 1197 that was
6 intentional and two hundred and fifty dollars (\$250) for each aggrieved
7 employee per pay period for each subsequent violation of Labor Code § 1197,
8 regardless of whether the initial violation was intentional (penalties set by
9 Labor Code § 1197.1);

10 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
11 attorneys' fees and costs in connection with Plaintiff's claims for civil
12 penalties.
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general
3 public, prays for relief and judgment against Defendants as follows:

- 4 a. An order that the action be certified as a class action;
5 b. An order that Plaintiff be appointed class representative;
6 c. An order that counsel for Plaintiff be appointed class counsel;
7 d. Unpaid wages and overtime;
8 e. Actual damages;
9 f. Liquidated damages;
10 g. Unreimbursed expenses;
11 h. Restitution;
12 i. Declaratory relief;
13 j. Pre-judgment interest;
14 k. Statutory penalties;
15 l. Civil penalties;
16 m. Costs of suit;
17 n. Reasonable attorneys' fees; and
18 o. Such other relief as the Court deems just and proper.

19
20 Dated: September 5, 2024

D.LAW, INC.

21
22 

23 _____
24 Emil Davtyan
25 David Yeremian
26 David Keledjian
27 Rose Sorial
28 Attorneys for Plaintiff
KRISTINA REVIEA, and the putative class

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: September 5, 2024	D.LAW, INC.
	
	_____ Emil Davtyan David Yeremian David Keledjian Rose Sorial Attorneys for Plaintiff KRISTINA REVIEA, and the putative class

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

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

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


Jordan Floyd