

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gregg Lander, Esq. (#194018) D.Law, Inc. 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Alameda 07/24/2024 at 03:08:18 PM By: Damaree Franklin, Deputy Clerk	
TELEPHONE NO.: (424) 320-6420 FAX NO.: (424) 320-6454 EMAIL ADDRESS: Gregg@d.law ATTORNEY FOR (Name): Plaintiffs			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1221 Oak Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davidson Courthouse			
CASE NAME: Cameron Cato v. Purple Comfort Innovation, LLC			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 24CV084548 JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. ☐ Large number of separately represented parties
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Nine (9)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: July 24, 2024
 Gregg Lander

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care
Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of
Emotional Distress
Negligent Infliction of
Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller
Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court
Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award
(not unpaid taxes)
Petition/Certification of Entry of
Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint
Case *(non-tort/non-complex)*
Other Civil Complaint
(non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate
Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: Cameron Cato v. Purple Comfort Innovation, LLC

Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

[☒] Oakland, Rene C. Davidson Alameda County Courthouse (446) [☐] Hayward Hall of Justice (447)
[☐] Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	[☐] 34 Auto tort (G) Is this an uninsured motorist case? [☐] yes [☐] no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	[☐] 75 Asbestos (D) [☐] 89 Product liability (not asbestos or toxic tort/environmental) (G) [☐] 97 Medical malpractice (G) [☐] 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	[☐] 79 Bus tort / unfair bus. practice (G) [☐] 80 Civil rights (G) [☐] 84 Defamation (G) [☐] 24 Fraud (G) [☐] 87 Intellectual property (G) [☐] 59 Professional negligence - non-medical (G) [☐] 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	[☐] 38 Wrongful termination (G) [X] 85 Other employment (G) [☐] 53 Labor comm award confirmation [☐] 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	[☐] 04 Breach contract / Wrnty (G) [☐] 81 Collections (G) [☐] 86 Ins. coverage - non-complex (G) [☐] 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	[☐] 18 Eminent domain / Inv Cdm (G) [☐] 17 Wrongful eviction (G) [☐] 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	[☐] 94 Unlawful Detainer - commercial [☐] 47 Unlawful Detainer - residential [☐] 21 Unlawful detainer - drugs Is the deft. in possession of the property? [☐] Yes [☐] No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	[☐] 41 Asset forfeiture [☐] 62 Pet. re: arbitration award [☐] 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [☐] Yes [☐] No [☐] 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	[☐] 77 Antitrust / Trade regulation [☐] 82 Construction defect [☐] 78 Claims involving mass tort [☐] 91 Securities litigation [☐] 93 Toxic tort / Environmental [☐] 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	[☐] 19 Enforcement of judgment [☐] 08 Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	[☐] 90 RICO (G) [☐] 88 Partnership / Corp. governance (G) [☐] 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	[☐] 06 Change of name [☐] 69 Other petition

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Alameda

07/24/2024

Chad Finke, Executive Officer / Clerk of the Court

By: D. Franklin Deputy

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

PURPLE COMFORT INNOVATION, LLC d/b/a "Purple Innovation, LLC," a Delaware limited liability company; and Does 1 to 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CAMERON CATO, on behalf of himself and all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Alameda County Superior Court
1225 Fallon Street
Oakland, CA 94612-4293

CASE NUMBER: (Número del Caso):

24CV084548

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Gregg Lander, Esq. - D.LAW, INC., 1635 Pontius Avenue, Floor 2, Los Angeles, CA 90025-3361 - (424) 320-6420

DATE:

(Fecha) **07/24/2024**

Chad Finke, Executive Officer / Clerk of the Court

Clerk, by

(Secretario)

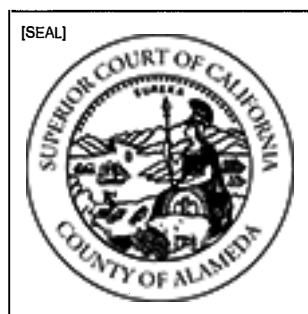
D. Franklin

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
4. ☐ by personal delivery on (date):

Emil Davtyan, Esq. (#299363)
Gregg Lander, Esq. (#194018)
Vanessa M. Ruggles, Esq. (#254031)
D.LAW, INC.
1635 Pontius Avenue, Floor 2
Los Angeles, CA 90025-3361
Tel.: (424) 320-6420 / Fax: (424) 320-6454
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Gregg@d.law
Vanessa@d.law

Attorneys for Plaintiff CAMERON CATO,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

CAMERON CATO, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

PURPLE COMFORT INNOVATION,
LLC d/b/a "Purple Innovation, LLC," a
Delaware limited liability company; and
Does 1 to 50, inclusive,

Defendants.

CLASS ACTION

Case No. **24CV084548**

COMPLAINT FOR:

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PAY ALL WAGES AT
THE LEGAL OVERTIME PAY RATE;**
- 3. FAILURE TO PROVIDE ALL MEAL
PERIODS;**
- 4. FAILURE TO AUTHORIZE AND
PERMIT ALL PAID REST PERIODS;**
- 5. FAILURE TO FULLY REIMBURSE
WORK EXPENSES;**
- 6. DERIVATIVE FAILURE TO TIMELY
FURNISH ACCURATE ITEMIZED
WAGE STATEMENTS;**
- 7. INDEPENDENT FAILURE TO
TIMELY FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS;**
- 8. VIOLATIONS OF LABOR CODE §§
201-202; AND**
- 9. UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

Plaintiff Cameron Cato, an individual on behalf of himself and all others similarly
situated (collectively referred to as "Plaintiffs"), hereby files this Complaint against Defendant
Purple Comfort Innovation, LLC d/b/a "Purple Innovation, LLC" and Does 1 to 50 (collectively

1 referred to as “Defendants”). Plaintiffs are informed and believe, and on the basis of that
2 information and belief, allege as follows:

3 **I.**

4 **INTRODUCTION**

5 1. This is a civil action seeking recovery for Defendants’ violations of the California
6 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by
7 the California Industrial Welfare Commission (the “TWC Wage Orders”) and related common law
8 principles.

9 2. Plaintiffs’ action seeks monetary damages including full restitution from
10 Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

11 3. The acts complained of herein occurred, occur and will occur, at least in part,
12 within the time period from four years preceding the filing of the original Complaint herein, plus
13 additional time provided under Cal. Rules of Court, Appendix I, Emergency Rule No. 9, up to
14 and through the time of trial for this matter (although this should not automatically be considered
15 the statute of limitations for any cause of action herein).

16 **RELEVANT JOB TITLES**

17 4. For introductory and general information only (and not to be considered a
18 proposed class definition), the relevant individuals in this action are Defendants’ non-exempt
19 employees who were subjected to Defendants’ policies and practices as described herein. Any
20 differences in job activities between the different individuals in these positions were and are
21 legally insignificant to the issues presented by this action.

22 **SUMMARY OF CLAIMS**

- 23 5. With regard to Defendants’ non-exempt employees, Defendants have:
- 24 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
25 worked;
 - 26 b. Failed to pay all overtime wages at the legal overtime pay rate;
 - 27 c. Failed to provide all legally-required meal periods;
 - 28 d. Failed to authorize and permit all paid legally-required rest periods;

- e. Failed to reimburse for all work-related expenses;
- f. Derivatively failed to timely furnish accurate itemized wage statements;
- g. Independently failed to timely furnish accurate itemized wage statements;
- h. Violated Labor Code §§ 201-202; and
- i. Conducted unfair business practices.

II.

PARTIES

PLAINTIFF CAMERON CATO

6. Plaintiff Cameron Cato is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Cameron Cato worked for Defendants as a Sales Associate from approximately February 3, 2024, to May 12, 2024, in Emeryville, California, which is in Alameda County, California.

8. Plaintiff Cameron Cato seeks recovery herein from Defendants because with regard to Plaintiff Cameron Cato, while acting for Defendants in his capacity as a non-exempt, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all overtime wages at the legal overtime pay rate;
- c. Failed to provide all legally-required meal periods;
- d. Failed to authorize and permit all paid legally-required rest periods;
- e. Failed to reimburse for all work-related expenses;
- f. Derivatively failed to timely furnish accurate itemized wage statements;
- g. Independently failed to timely furnish accurate itemized wage statements;
- h. Violated Labor Code §§ 201-202; and
- i. Conducted unfair business practices.

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1 DEFENDANT PURPLE COMFORT INNOVATION, LLC d/b/a "Purple Innovation, LLC"

2 9. Defendant Purple Comfort Innovation, LLC d/b/a "Purple Innovation, LLC" is now
3 and/or at all times mentioned in this Complaint was a Delaware corporation and the owner and
4 operator of an industry, business and/or facilities licensed to do business and actually doing
5 business in the State of California.

6 DOES 1 TO 50, INCLUSIVE

7 10. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint
8 were licensed to do business and/or actually doing business in California.

9 11. Plaintiffs do not know the true names or capacities, whether individual, partner or
10 corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such
11 fictitious names under California Code of Civil Procedure § 474.

12 12. Plaintiffs will seek leave of court to amend this Complaint to allege such names
13 and capacities as soon as they are ascertained.

14 ALL DEFENDANTS

15 13. Defendants, and each of them, are now and/or at all times mentioned in this
16 Complaint were in some manner legally responsible for the events, happenings, and
17 circumstances alleged in this Complaint. Defendants, and each of them, directly or indirectly, or
18 through an agent or any other person, employed or exercised control over the wages, hours, or
19 working conditions of Plaintiffs.

20 14. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
21 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

22 15. Defendants, and each of them, are now and/or at all times mentioned in this
23 Complaint were the agents, servants, and/or employees of some or all other Defendants, and
24 vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all
25 times mentioned in this Complaint were acting within the course and scope of that agency,
26 servitude, and/or employment.

27 16. Defendants, and each of them, are now and/or at all times mentioned in this
28 Complaint were members of and/or engaged in a joint venture, partnership, and common

1 enterprise, and were acting within the course and scope and in pursuance of said joint venture,
2 partnership, and common enterprise.

3 17. Defendants, and each of them, at all times mentioned in this Complaint concurred
4 and contributed to the various acts and omissions of each and every one of the other Defendants
5 in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

6 18. Defendants, and each of them, at all times mentioned in this Complaint approved
7 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
8 this Complaint.

9 19. Defendants, and each of them, at all times mentioned in this Complaint aided and
10 abetted the acts and omissions of each and every one of the other Defendants thereby
11 proximately causing the damages alleged in this Complaint.

12 III.

13 JURISDICTION AND VENUE

14 20. The California Superior Court has jurisdiction in this matter due to Defendants'
15 aforementioned violations of California statutory law and/or related common law principles.

16 21. The California Superior Court also has jurisdiction in this matter because both the
17 individual and aggregate monetary damages and restitution sought herein exceed the minimal
18 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

19 22. The California Superior Court also has jurisdiction in this matter because during
20 their employment with Defendants, Plaintiff Cameron Cato and the members of the putative Classes
21 herein were all California citizens and Defendant Purple Comfort Innovation, LLC d/b/a "Purple
22 Innovation, LLC" is a Delaware limited liability company. Further, there is no federal question at
23 issue, as the issues herein are based solely on California statutes and law.

24 23. Venue is proper in Alameda County under Code of Civil Procedure §§ 395(a) and
25 395.5, in that liability arose there because at least some of the transactions that are the subject
26 matter of this Complaint occurred therein and/or each Defendant either is found, maintains
27 offices, transacts business, and/or has an agent therein.

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1 IV.

2 **CLASS ACTION ALLEGATIONS**

3 24. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is
4 one of a common or general interest, of many persons, or when the parties are numerous, and it
5 is impracticable to bring them all before the court, one or more may sue or defend for the benefit
6 of all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

7 25. The putative classes Plaintiffs will seek to certify are currently composed of and
8 defined as follows:

- 9 a. All California citizens employed by Defendants as non-exempt employees (as
10 defined, supra) during the appropriate time period who were subjected to
11 Defendants’ policies and practices regarding the payment of straight time,
12 minimum and/or overtime wages as specifically described herein (hereinafter,
13 the “Wage Class”);
- 14 b. All California citizens employed by Defendants as non-exempt employees (as
15 defined, supra) during the appropriate time period who were subjected to
16 Defendants’ policies and practices regarding the calculation of overtime pay
17 as specifically described herein (hereinafter, the “Overtime Rate Class”);
- 18 c. All California citizens employed by Defendants as non-exempt employees (as
19 defined, supra) during the appropriate time period who were subjected to
20 Defendants’ policies and practices regarding meal periods as specifically
21 described herein (hereinafter, the “Meal Period Class”);
- 22 d. All California citizens employed by Defendants as non-exempt employees (as
23 defined, supra) during the appropriate time period who were subjected to
24 Defendants’ policies and practices regarding paid rest periods as specifically
25 described herein (hereinafter, the “Rest Period Class”);
- 26 e. All California citizens employed by Defendants as non-exempt employees (as
27 defined, supra) during the appropriate time period who were subjected to
28 Defendants’ policies and practices regarding business expense reimbursement

as specifically described herein (hereinafter, the “Reimbursements Class”);

f. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were derivatively subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Derivative Wage Statement Class”);

g. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were independently subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Independent Wage Statement Class”);

h. All formerly-employed California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “LC 203 Class”); and

26. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

27. The Wage Class, Overtime Rate Class, Meal Period Class, Rest Period Class, Reimbursements Class, Derivative Wage Statement Class, Independent Wage Statement Class, LC 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”

28. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

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1 29. Numerosity (Code of Civil Procedure § 382):

- 2 a. The potential quantity of members of the Classes as defined is so numerous
3 that joinder of all members is unfeasible and impractical;
- 4 b. The disposition of the claims of the members of the Classes through this class
5 action will benefit both the parties and this Court;
- 6 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
7 however, it is estimated that the membership of the Classes numbers greater
8 than 100 individuals; and
- 9 d. The quantity and identity of such membership is readily ascertainable via
10 inspection of Defendants' records.

11 30. Superiority (Code of Civil Procedure § 382): The nature of this action and the
12 nature of the laws available to Plaintiffs make the use of the class action format particularly
13 efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein,
14 as follows:

- 15 a. California has a public policy that encourages the use of the class action
16 device;
- 17 b. By establishing a technique whereby the claims of many individuals can be
18 resolved at the same time, the class suit both eliminates the possibility of
19 repetitious litigation and provides small claimants with a method of obtaining
20 redress for claims which would otherwise be too small to warrant individual
21 litigation;
- 22 c. This case involves large corporate Defendants and a large number of
23 individual Class members with many relatively small claims and common
24 issues of law and fact;
- 25 d. If each individual member of the Classes was required to file an individual
26 lawsuit, the large corporate Defendants would necessarily gain an
27 unconscionable advantage because Defendants would be able to exploit and
28 overwhelm the limited resources of each individual member of the Classes

- 1 with Defendants' vastly superior financial and legal resources;
- 2 e. Requiring each individual member of the Classes to pursue an individual
- 3 remedy would also discourage the assertion of lawful claims by the members
- 4 of the Classes who would be disinclined to pursue an action against
- 5 Defendants because of an appreciable and justifiable fear of retaliation and
- 6 permanent damage to their lives, careers, and well-being;
- 7 f. Proof of a common business practice or factual pattern, of which the members
- 8 of the Classes experienced, is representative of the Classes herein and will
- 9 establish the right of each of the members of the Classes to recover on the
- 10 causes of action alleged herein;
- 11 g. Absent class treatment, the prosecution of separate actions by the individual
- 12 members of the Classes, even if possible, would likely create:
- 13 i) a substantial risk of each individual plaintiff presenting in separate,
- 14 duplicative proceedings the same or essentially similar arguments and
- 15 evidence, including expert testimony;
- 16 ii) a multiplicity of trials conducted at enormous expense to both the
- 17 judicial system and the litigants;
- 18 iii) inconsistent or varying verdicts or adjudications with respect to the
- 19 individual members of the Classes against Defendants;
- 20 iv) potentially incompatible standards of conduct for Defendants; and
- 21 v) potentially incompatible legal determinations with respect to individual
- 22 members of the Classes which would, as a practical matter, be
- 23 dispositive of the interest of the other members of the Classes who are
- 24 not parties to the adjudications or which would substantially impair or
- 25 impede the ability of the members of the Classes to protect their
- 26 interests.
- 27 h. The claims of the individual members of the Classes are not sufficiently large
- 28 to warrant vigorous individual prosecution considering all of the concomitant

costs and expenses attendant thereto;

- i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and
- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

31. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification, as follows:

- a. Typicality: The claims of Plaintiff Cameron Cato are typical of the claims of all members of the Classes he seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff Cameron Cato:
 - i) is an adequate representative of the Classes he seeks to represent;
 - ii) will fairly protect the interests of the members of the Classes;
 - iii) he has no interests antagonistic to the members of the Classes; and
 - iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.
- c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:
 - i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay and/or overtime pay for all work hours to the members of the Wage Class;

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- 1 ii) Whether Defendants paid all overtime wages owed to the members of
2 the Overtime Rate Class at the appropriate overtime pay rate;
- 3 iii) Whether Defendants failed and continue to fail to provide legally-
4 required meal periods to the members of the Meal Period Class in
5 violation of the Labor Code and Section 11 of the IWC Wage Orders;
- 6 iv) Whether Defendants failed and continue to fail to authorize and permit
7 paid legally-required rest periods to the members of the Rest Period
8 Class in violation of the Labor Code and Section 12 of the IWC Wage
9 Orders;
- 10 v) Whether Defendants failed to fully reimburse for all work-related
11 expenses incurred by the members of the Reimbursements Class;
- 12 vi) Whether Defendants derivatively failed to timely furnish accurate,
13 itemized and legal wage statements to the members of the Derivative
14 Wage Statement Class;
- 15 vii) Whether Defendants independently failed to timely furnish accurate,
16 itemized and legal wage statements to the members of the Independent
17 Wage Statement Class;
- 18 viii) Whether Defendants are liable under Labor Code § 203 to the
19 members of the LC 203 Class;
- 20 ix) Whether Defendants' conduct constitutes unfair competition within the
21 meaning of Business & Professions Code §§ 17200, et seq.;
- 22 x) Whether the members of the Classes are entitled to compensatory
23 damages, and if so, the means of measuring such damages;
- 24 xi) Whether the members of the Classes are entitled to injunctive relief;
- 25 xii) Whether the members of the Classes are entitled to restitution; and
- 26 xiii) Whether Defendants are liable for attorneys' fees and costs.
- 27 32. Whether each member of the Classes might be required to ultimately justify an
28 individual claim does not preclude maintenance of a class action.

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V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

33. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

34. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

35. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

36. Labor Code § 1182.12, effective July 1, 2014, states, “Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code § 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code § 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or

1 more employees, the minimum wage shall be as follows: "From January 1, 2020, to December
2 31, 2020, inclusive, - thirteen dollars (\$13) per hour." Under Labor Code § 1182.12(b)(1)(E), for
3 any employer who employs 26 or more employees, the minimum wage shall be as follows:
4 "From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour."
5 Finally, under Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more
6 employees, the minimum wage shall be as follows: "From January 1, 2022, and until adjusted by
7 subdivision (c) - fifteen dollars (\$15) per hour."

8 37. Labor Code § 1194(a) states, "Notwithstanding any agreement to work for a
9 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
10 compensation applicable to the employee is entitled to recover in a civil action the unpaid
11 balance of the full amount of this minimum wage or overtime compensation, including interest
12 thereon, reasonable attorney's fees, and costs of suit."

13 38. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
14 by the Labor Commission is unlawful.

15 39. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
16 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
17 Wage Order(s).

18 40. Under the IWC Wage Order(s), Defendants are required to pay the members of
19 the Wage Class for all hours worked, meaning the time during which an employee is subject to
20 the control of an employer, including all the time the employee is suffered or permitted to work,
21 whether or not required to do so.

22 41. Defendants, as a matter of established company policy and procedure, at each and
23 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 24 a. Administered a uniform company policy and practice as to the pay policies
25 regarding the members of the Wage Class;
- 26 b. Required the members of the Wage Class to spend time under Defendants'
27 control for work-related tasks without compensation, including but not limited
28 to performing work-related tasks at the beginning of their shifts before

1 clocking in and/or at the end of their shifts after clocking out; and, as such,
2 c. Defendants suffered, permitted, and/or required the members of the Wage
3 Class to work without paying for all time they were under Defendants'
4 control.

5 42. Because Defendants required the members of the Wage Class to remain under
6 Defendants' control without paying therefor, this resulted in the members of the Wage Class
7 earning less than the legal minimum wage in the State of California.

8 43. Defendants' pattern, practice and uniform administration of corporate policy
9 regarding illegal employee compensation as described herein is unlawful and creates an
10 entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage
11 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
12 appropriate rate.

13 44. Further, Defendants' pattern and practice in uniform administration of corporate
14 policy regarding Defendants' failure to pay the legal minimum wage to the members of the
15 Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a),
16 to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the
17 full amount of the unpaid minimum wages owed, calculated as the difference between the
18 straight time compensation paid and the applicable minimum wage, including interest thereon.

19 45. Under Labor Code § 1194.2(a) (which provides that in any action under Labor
20 Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the
21 Wage Class seek recovery of liquidated damages in an amount equal to the wages unlawfully
22 unpaid and interest thereon.

23 46. That calculation of individual damages for the members of the Wage Class may at
24 some point be required does not foreclose the possibility of taking common evidence on
25 questions regarding their entitlement to overtime compensation.

26 47. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
27 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

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1 48. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
2 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY ALL OVERTIME**

5 **WAGES AT THE LEGAL OVERTIME PAY RATE**

6 **(On Behalf of the Overtime Rate Class)**

7 **(Against All Defendants)**

8 49. Plaintiffs incorporate by reference and reallege each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 50. Labor Code § 204 establishes the fundamental right of all employees in the State
12 of California to be paid wages, including straight time and overtime, in a timely fashion for their
13 work.

14 51. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours
15 in one workday and any work in excess of 40 hours in any one workweek ... shall be
16 compensated at the rate of no less than one and one-half times the regular rate of pay for any
17 employee."

18 52. The "regular rate of pay" includes "all [applicable] remuneration paid to, or on
19 behalf of the employee." (29 U.S.C. § 207(3).) The California Industrial Welfare Commission
20 applies this standard for determining an employee's regular rate of pay for overtime calculation
21 purposes.

22 53. Labor Code §§ 1194(a) states: "Notwithstanding any agreement to work for a
23 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
24 compensation applicable to the employee is entitled to recover in a civil action the unpaid
25 balance of the full amount of this minimum wage or overtime compensation, including interest
26 thereon, reasonable attorney's fees, and costs of suit."

27 54. Defendants, as a matter of established company policy and procedure, at each and
28 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 1 a. Administered a uniform company policy and practice regarding the payment
2 of wages, including overtime and bonuses, to the members of the Overtime
3 Rate Class;
4 b. Suffered and/or permitted Plaintiff and the members of the Overtime Rate
5 Class to work in excess of eight hours per workday and/or in excess of 40
6 hours per workweek;
7 c. Paid the members of the Overtime Rate Class various additional forms of
8 non-discretionary remuneration, including but not limited to bonuses,
9 commissions, and/or incentive pay; and yet,
10 d. Failed to pay Plaintiff and the members of the Overtime Rate Class at the
11 legal rate reflecting all applicable forms of remuneration, including but not
12 limited to bonuses, commissions, and/or incentive pay, as required by law.

13 55. Defendants' pattern, practice and uniform administration of corporate policy
14 regarding illegal employee compensation as described herein is unlawful and creates an
15 entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Overtime
16 Rate Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums
17 owing.

18 56. That calculation of individual damages for the members of the Overtime Rate
19 Class may at some point be required does not foreclose the possibility of taking common
20 evidence on questions regarding their entitlement to overtime compensation.

21 57. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of
22 the Overtime Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

23 58. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Rate
24 Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
25 action.

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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE ALL MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

59. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

60. Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

61. Labor Code § 512 provides, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

62. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

63. Section 11(C) of the IWC Wage Orders provides that “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

1 written agreement shall state that the employee may, in writing, revoke the agreement at any
2 time.”

3 64. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to
4 provide an employee a meal period in accordance with the applicable provisions of this order, the
5 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
6 compensation for each workday that the meal period is not provided.”

7 65. On one or more occasions, the members of the Meal Period Class worked over
8 five hours per shift and therefore were entitled to an uninterrupted meal period of not less than
9 30 minutes prior to exceeding five hours of employment.

10 66. Further, on one or more occasions, some members of the Meal Period Class
11 worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal
12 period of not less than 30 minutes prior to exceeding 10 hours of employment.

13 67. The members of the Meal Period Class did not validly or legally waive their meal
14 periods, by mutual consent with Defendants or otherwise.

15 68. The members of the Meal Period Class did not enter into any written agreement
16 with Defendants agreeing to an on-the-job paid meal period.

17 69. As a matter of Defendants’ established company policy, Defendants failed to
18 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
19 516 and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
20 Meal Period Class with a first and in some cases a second legally compliant meal period.

21 70. Under Section 11(B) of the IWC Wage Order(s) and Labor Code § 226.7(c),
22 which states “If an employer fails to provide an employee a meal or rest or recovery period in
23 accordance with a state law, including, but not limited to, an applicable statute or applicable
24 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
25 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
26 pay the employee one additional hour of pay at the employee's regular rate of compensation for
27 each workday that the meal or rest or recovery period is not provided,” the members of the Meal
28 Period Class are entitled to damages in an amount equal to one additional hour of pay at each

1 employee's regular rate of compensation for each work day that one or more meal periods were
2 not provided to them, in a sum to be proven at trial.

3 71. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal
4 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

7 **(On Behalf of the Rest Period Class)**

8 **(Against All Defendants)**

9 72. Plaintiffs incorporate by reference and reallege each and every one of the
10 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
11 forth herein.

12 73. Labor Code § 226.7(b) provides, "An employer shall not require an employee to
13 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
14 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
15 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

16 74. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or
17 amend working condition orders with respect to break periods, meal periods, and days of rest for
18 any workers in California consistent with the health and welfare of those workers."

19 75. Section 12(A) of the IWC Wage Order(s) states, "Every employer shall authorize
20 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
21 of each work period. The authorized rest period time shall be based on the total hours worked
22 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
23 However, a rest period need not be authorized for employees whose total daily work time is less
24 than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
25 worked for which there shall be no deduction from wages."

26 76. Section 12(B) of the IWC Wage Order(s) states, "If an employer fails to provide
27 an employee a rest period in accordance with the applicable provisions of this order, the
28 employer shall pay the employee one (1) hour of pay at the employee's regular rate of

1 compensation for each workday that the rest period is not provided.”

2 77. The members of the Rest Period Class sometimes worked over four hours per
3 shift. Further, the members of the Rest Period Class sometimes worked over six hours per shift
4 and in some cases over 10 hours per shift.

5 78. The members of the Rest Period Class were entitled to a rest period of not less
6 than 10 minutes for every four hours of work or major fraction thereof.

7 79. As a matter of Defendants’ established company policy, Defendants failed to
8 always authorize and permit legally-compliant rest periods. Defendants did not authorize and
9 permit rest periods for shifts every four hours or major fraction thereof.

10 80. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which
11 states “if an employer fails to provide an employee a meal or rest period in accordance with an
12 applicable order of the Industrial Welfare Commission, the employer shall pay the employee one
13 additional hour of pay at the employee’s regular rate of compensation for each work day that the
14 meal or rest period is not provided,” the members of the Rest Period Class are entitled to
15 damages in an amount equal to one (1) additional hour of pay at each employee’s regular rate of
16 compensation for each work day that one or more rest periods were not so provided.

17 81. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest
18 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO FULLY REIMBURSE WORK EXPENSES**

21 **(On Behalf of the Reimbursements Class)**

22 **(Against All Defendants)**

23 82. Plaintiffs incorporate by reference and reallege each and every one of the
24 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
25 forth herein.

26 83. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee
27 for all necessary expenditures or losses incurred by the employee in direct consequence of the
28 discharge of his or her duties, or of his or her obedience to the directions of the employer.”

1 84. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express
2 or implied, made by any employee to waive the benefits of this article or any part thereof is null
3 and void, and this article shall not deprive any employee or his personal representative of any
4 right or remedy to which he is entitled under the laws of this State.”

5 85. As a matter of Defendants’ established company policy, Defendants required the
6 members of the Reimbursements Class to personally incur necessary expenditures in direct
7 consequence of the discharge of their duties, including but not limited to the use of personal
8 mobile devices for work-related activities.

9 86. Defendants are legally required to reimburse the members of the Reimbursements
10 Class for all necessary expenditures.

11 87. Defendants failed to fully and reasonably reimburse the members of the
12 Reimbursements Class for all necessary expenditures, including but not limited to the
13 aforementioned expenditures.

14 88. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
15 the members of the Reimbursements Class are entitled to recovery from Defendants of the
16 unpaid balance for all necessary expenditures, including but not limited to the aforementioned
17 expenditures.

18 89. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
19 the members of the Reimbursements Class have been damaged in an amount according to proof
20 at the time of trial.

21 90. Under Labor Code § 2802(b), the members of the Reimbursements Class request
22 that the Court award interest at the same rate as judgments in civil actions, accruing from the
23 date on which each member of the Reimbursements Class incurred the necessary expenditure or
24 loss.

25 91. Under Labor Code § 2802(c), the members of the Reimbursements Class request
26 that the Court award reasonable attorneys’ fees and costs incurred by them in this action.

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1 **SIXTH CAUSE OF ACTION**

2 **DERIVATIVE FAILURE TO TIMELY**

3 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

4 **(On Behalf of the Derivative Wage Statement Class)**

5 92. Plaintiffs incorporate by reference and reallege each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 93. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly
9 or at the time of each payment of wages, furnish each of his or her employees, either as a
10 detachable part of the check, draft, or voucher paying the employee’s wages, or separately when
11 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
12 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
13 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
14 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
15 each the pay period and the corresponding number of hours worked at each hourly rate by the
16 employee....”

17 94. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every
18 employer shall keep accurate information with respect to each employee including the following:
19 (3) Time records showing when the employee begins and ends each work period. Meal periods,
20 split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked
21 in the payroll period and applicable rates of pay....”

22 95. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A),
23 California employers are required to maintain accurate records pertaining to the total hours
24 worked for Defendants by the members of the Derivative Wage Statement Class, including but
25 not limited to, beginning and ending of each work period, meal period and split shift interval, the
26 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

27 96. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
28 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative

1 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages
2 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or
3 (5) all applicable hourly rates in effect during each respective pay period and the corresponding
4 number of hours worked at each hourly rate by each respective individual.

5 97. As set forth herein in prior causes of action, Defendants failed to pay the members
6 of the Derivative Wage Statement Class all wages due and owing.

7 98. As a derivative result of this failure to pay wages and as a pattern and practice in
8 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and
9 intentionally failed to furnish accurate wage statements to the members of the Derivative Wage
10 Statement Class, including, but not limited to, failing to provide the beginning and ending of
11 each work period, meal period interval, total daily hours worked, total hours worked per pay
12 period, and the applicable rates of pay.

13 99. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
14 employee suffers injury if the employer fails to provide accurate and complete information as
15 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
16 promptly and easily ascertain requisite information without reference to other documents or
17 information.

18 100. Here, the members of Derivative Wage Statement Class suffered injury because,
19 due to Defendants' failure to pay all wages due and owing, Defendants derivatively failed to
20 provide accurate and complete information as required by one or more items listed in Labor
21 Code § 226(a)(1)-(9).

22 101. In addition, the members of the Derivative Wage Statement Class have suffered
23 injury as a result of Defendants' failure to maintain accurate records for the members of the
24 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class
25 were not timely provided written accurate itemized statements showing all requisite information,
26 including but not limited to total hours worked by the employee, net wages earned and all
27 applicable hourly rates in effect during the pay period and the corresponding number of hours
28 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),

1 such that the members of the Derivative Wage Statement Class were misled by Defendants as to
2 the correct information regarding various items, including but not limited to total hours worked
3 by the employee, net wages earned and all applicable hourly rates in effect during the pay period
4 and the corresponding number of hours worked at each hourly rate.

5 102. The actual injuries suffered by the members of the Derivative Wage Statement
6 Class as a result of Defendants' knowing and intentional failure to provide accurate records for
7 the members of the Derivative Wage Statement Class include but are not limited to:

- 8 a. Confusion over whether they received all wages owed them by Defendants;
- 9 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 10 c. Being forced to engage in mathematical computations to analyze whether
11 Defendants' wages in fact compensated for all hours worked;
- 12 d. The inability to accurately calculate wage rates complicated by the fact that
13 wage statement information required by Labor Code § 226 is missing;
- 14 e. That such practice prevents the members of the Derivative Wage Statement
15 Class from being able to effectively challenge information on their wage
16 statements; and/or
- 17 f. The difficulty and expense of filing and maintaining this lawsuit, and the
18 discovery required to collect and analyze the very information that California
19 law requires.

20 103. Under Labor Code § 226(e), the members of the Derivative Wage Statement
21 Class are entitled to \$50.00 per employee for the initial pay period in which a violation
22 hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not
23 exceeding an aggregate penalty of \$4,000.00.

24 104. Under Labor Code § 226(g), the currently-employed members of the Derivative
25 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
26 Labor Code § 226.

27 105. Under Labor Code §§ 226(e)/(g), the members of the Derivative Wage Statement
28 Class are also entitled to an award of costs and reasonable attorneys' fees.

1 **SEVENTH CAUSE OF ACTION**
2 **INDEPENDENT FAILURE TO TIMELY**
3 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
4 **(On Behalf of the Independent Wage Statement Class)**
5 **(Against All Defendants)**

6 106. Plaintiffs incorporate by reference and reallege each and every one of the
7 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
8 forth herein.

9 107. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly
10 or at the time of each payment of wages, furnish each of his or her employees, either as a
11 detachable part of the check, draft, or voucher paying the employee’s wages, or separately when
12 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
13 gross wages earned, (2) total hours worked by the employee, except for any employee whose
14 compensation is solely based on a salary and who is exempt from payment of overtime under
15 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3)
16 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
17 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
18 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
19 dates of the period for which the employee is paid, (7) the name of the employee and only the
20 last four digits of his or her social security number or an employee identification number other
21 than a social security number, (8) the name and address of the legal entity that is the employer
22 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
23 name and address of the legal entity that secured the services of the employer, and (9) all
24 applicable hourly rates in effect during the pay period...”

25 108. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not
26 and still do not furnish each of the members of the Independent Wage Statement Class with an
27 accurate itemized statement in writing showing the name of the legal entity that is the employer.
28 ///

1 109. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
2 employee suffers injury if the employer fails to provide accurate and complete information as
3 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
4 promptly and easily ascertain required information without reference to other documents or
5 information.

6 110. Here, the members of Independent Wage Statement Class suffered injury because
7 Defendants failed to provide accurate and complete information as required by one or more items
8 listed in Labor Code § 226(a)(1)-(9) and the Independent Wage Statement Class members could
9 not and cannot promptly and easily ascertain required information without reference to other
10 documents or information.

11 111. In addition, the members of the Independent Wage Statement Class have suffered
12 injury as a result of Defendants' failure to provide accurate records for the members of the
13 Independent Wage Statement Class in that the members of the Independent Wage Statement
14 Class were not timely provided written accurate itemized statements showing all required
15 information, including but not limited to the name of the legal entity that is the employer, in
16 violation of Labor Code § 226, such that the members of the Independent Wage Statement Class
17 were misled by Defendants as to the correct information regarding various items, including but
18 not limited to the name of the legal entity that is the employer.

19 112. The actual injuries suffered by the members of the Independent Wage Statement
20 Class as a result of Defendants' knowing and intentional failure to provide accurate records for
21 the members of the Independent Wage Statement Class include but are not limited to:

- 22 a. That such practice prevents the members of the Independent Wage Statement
23 Class from being able to effectively challenge information on their wage
24 statements; and/or
25 b. The difficulty and expense of filing and maintaining this lawsuit and the
26 discovery required to collect and analyze the very information that California
27 law requires.

28 ///

1 113. Under Labor Code § 226(e), the members of the Independent Wage Statement
2 Class are entitled to \$50.00 per employee for the initial pay period in which a violation
3 hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not
4 exceeding an aggregate penalty of \$4,000.00.

5 114. Under Labor Code § 226(g), the currently-employed members of the Independent
6 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
7 Labor Code § 226.

8 115. Under Labor Code §§ 226(e)/(g), the members of the Independent Wage
9 Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

10 **EIGHTH CAUSE OF ACTION**
11 **VIOLATIONS OF LABOR CODE §§ 201-202**
12 **(On Behalf of the LC 203 Class)**
13 **(Against All Defendants)**

14 116. Plaintiffs incorporate by reference and reallege each and every one of the
15 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
16 forth herein.

17 117. Labor Code § 203 provides that if an employer willfully fails to pay, without
18 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
19 employee who is discharged or who quits, the wages of the employee shall continue at the same
20 rate, for up to 30 days from the due date thereof, until paid or until an action therefor is
21 commenced.

22 118. The members of the LC 203 Class are no longer employed by Defendants as they
23 were either discharged from or quit Defendants' employ.

24 119. Defendants had a consistent and uniform policy, practice, and procedure of
25 willfully failing to pay the earned wages of Defendants' former employees, as set forth above,
26 according to amendment or proof.

27 120. As set forth above, Defendants willfully failed to pay the members of the LC 203
28 Class their entire wages due and owing at the time of their termination or within seventy-two

1 hours of their resignation and failed to pay those sums for up to 30 days thereafter.

2 121. Defendants' willful failure to pay wages to the members of the LC 203 Class
3 violates Labor Code § 203 because Defendants knew or should have known wages were due to
4 the members of the LC 203 Class, as set forth above, but Defendants failed to pay them.

5 122. Thus, the members of the LC 203 Class are entitled to recovery under Labor Code
6 § 203.

7 **NINTH CAUSE OF ACTION**
8 **UNFAIR BUSINESS PRACTICES**
9 **(On Behalf of the 17200 Class)**
10 **(Against All Defendants)**

11 123. Plaintiffs incorporate by reference and reallege each and every one of the
12 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
13 forth herein.

14 124. Business & Professions Code § 17200 provides, in pertinent part, "unfair
15 competition shall mean and include any unlawful, unfair or fraudulent business act."

16 125. Business & Professions Code § 17205 provides that unless otherwise expressly
17 provided, the remedies or penalties provided for unfair competition "are cumulative to each other
18 and to the remedies or penalties available under all other laws of this state."

19 126. Business & Professions Code § 17204 provides that an action for any relief from
20 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
21 money or property as a result of such unfair competition.

22 127. Defendants have engaged in unlawful, unfair and fraudulent business acts or
23 practices prohibited by Business & Professions Code § 17200, including those set forth in the
24 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the
25 17200 Class of the minimum working standards and conditions due to them under the Labor
26 Code and/or the IWC Wage Orders, as specifically described herein.

27 128. Defendants have engaged in unfair business practices in California by practicing,
28 employing and utilizing the employment practices outlined in the preceding paragraphs,

1 specifically, by requiring employees to perform the labor services complained of herein without
2 the requisite compensation.

3 129. Defendants' use of such practices constitutes an unfair business practice and
4 unfair competition and provides an unfair advantage over Defendants' competitors.

5 130. Plaintiffs have suffered injury in fact and have lost money or property as a result
6 of such unfair competition.

7 131. Plaintiffs seek full restitution from Defendants, as necessary and according to
8 proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by
9 means of the unfair practices complained of herein.

10 132. Further, if Defendants are not enjoined from the conduct set forth above,
11 Defendants will continue to practice, employ, and utilize the employment practices outlined in
12 the preceding paragraphs.

13 133. Therefore, Plaintiffs request that the Court issue a preliminary and permanent
14 injunction prohibiting Defendants from engaging in the foregoing conduct.

15 134. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total
16 monetary relief sought from Defendants.

17 **VI.**

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray:

- 20 a. That the Court issue an Order certifying the Classes herein, appointing all named
21 Plaintiffs as representative of all others similarly situated, and appointing all law
22 firms representing all named Plaintiffs as counsel for the members of the Classes;

23 As to the First Cause of Action for Failure to Pay All Wages:

- 24 b. For recovery of the unpaid balance of the full amount of the straight time
25 compensation due and owing, according to proof;
26 c. For liquidated damages as authorized by Labor Code § 1194.2(a);
27 d. For recovery of the unpaid balance of the full amount of overtime compensation due
28 and owing, calculated at the appropriate rate and according to proof;

1 e. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil
2 Code § 3287;

3 f. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
4 and/or 1194(a);

5 As to the Second Cause of Action for Failure to Pay All Overtime Wages at the Legal Overtime

6 Pay Rate:

7 g. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
8 regarding wages due and owing, according to proof;

9 h. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a), and Civil
10 Code § 3287;

11 i. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
12 and/or 1194(a);

13 As to the Third Cause of Action for Failure to Provide Meal Periods:

14 j. For one hour of pay at the regular rate of compensation for each member of the Meal
15 Period Class for each workday that a meal or rest period was not provided;

16 k. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
17 3287;

18 As to the Fourth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

19 l. For one hour of pay at the regular rate of compensation for each member of the Rest
20 Period Class for each workday that a meal or rest period was not provided;

21 m. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
22 3287;

23 As to the Fifth Cause of Action for Unpaid Reimbursements for Work Expenses:

24 n. For recovery of the unpaid balance for all necessary expenditures and losses incurred
25 in direct consequence of the discharge of Defendants' duties;

26 o. For interest thereon at the same rate as judgments in civil actions, accruing from the
27 date on which each member of the Reimbursements Class incurred the necessary
28 expenditure or loss, under Labor Code § 2802(b);

1 p. For reasonable attorneys' fees and costs under Labor Code § 2802(c);

2 As to the Sixth Cause of Action for Derivative Failure to Timely Furnish Accurate Itemized

3 Wage Statements:

4 q. For recovery as authorized by Labor Code § 226(e);

5 r. For an award of costs and reasonable attorneys' fees under Labor Code §§ 226(e)/(g);

6 As to the Seventh Cause of Action for Independent Failure to Timely Furnish Accurate Itemized

7 Wage Statements:

8 s. For recovery as authorized by Labor Code § 226(e);

9 t. For an award of costs and reasonable attorneys' fees under Labor Code §§ 226(e)/(g);

10 As to the Eighth Cause of Action for Violations of Labor Code §§ 201-202:

11 u. For recovery as authorized by Labor Code § 203;

12 As to the Ninth Cause of Action for Unfair Business Practices:

13 v. For an accounting, under administration of Plaintiffs and/or the receiver and subject
14 to Court review, to determine the amount to be returned by Defendants, and the
15 amounts to be refunded to members of the Classes who are owed monies by
16 Defendants;

17 w. For an Order requiring Defendants to identify each of the members of the Classes by
18 name, home address, home telephone number and, if available, email address;

19 x. For an Order requiring Defendants to make full restitution and payment under
20 California law;

21 y. For an Order for a preliminary and/or permanent injunction prohibiting Defendants
22 from engaging in the acts complained of herein;

23 z. For the creation of an administrative process wherein each injured member of the
24 Classes may submit a claim in order to receive his/her money;

25 aa. For all other appropriate injunctive, declaratory and equitable relief;

26 bb. For interest to the extent permitted by law;

27 cc. For an award of attorneys' fees and costs incurred in the investigation, filing and
28 prosecution of this action under Code of Civil Procedure § 1021.5, Business &

Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law;

As to All Causes of Action:

dd. For such relief as this Court may deem just and proper, including reasonable attorneys' fees and costs incurred.

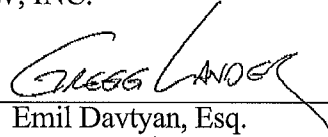
VII.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

Dated: July 24, 2024

D.LAW, INC.

By: 

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 07/24/2024 Clad Filke, Executive Officer/Clerk of the Court By: <u>D. Franklin</u> Deputy
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: Cameron Cato		
DEFENDANT: PURPLE COMFORT INNOVATION, LLC		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 24CV084548

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 11/21/2024	Time: 8:30 AM	Dept.: 21
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

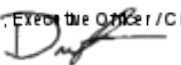
Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://eportal.alameda.courts.ca.gov>.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/24/2024
PLAINTIFF/PETITIONER: Cameron Cato	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: PURPLE COMFORT INNOVATION, LLC	D. Franklin
CERTIFICATE OF MAILING	CASE NUMBER: 24CV084548

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Gregg Lander
D.LAW, INC.
1635 Pontius Avenue, Floor 2
Los Angeles, CA 90025

Chad Finke, Executive Officer / Clerk of the Court

Dated: 07/24/2024

By:



D. Franklin, Deputy Clerk

CERTIFICATE OF MAILING