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

ARTURO PEREZ, as an individual, RHODA
VILLANUEVA, as an individual, and on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

SARES REGIS OPERATING COMPANY,
L.P., a Delaware limited partnership; SRG
VENTURES, LLC, a Delaware limited
liability company; SARES COMPANY dba
SARES REGIS GROUP, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 24CV014322

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

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);**

**(9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiffs Arturo Perez and Rhoda Villanueva (hereinafter "Plaintiffs"), on behalf of
2 themselves and all others similarly situated, hereby bring this First Amended Class and
3 Representative Action Complaint against Sares Regis Operating Company, L.P.; SRG Ventures,
4 LLC; Sares Company dba Sares Regis Group; and DOES 1 to 100, inclusive (collectively
5 "Defendants"), and on information and belief allege as follows:

6 **JURISDICTION**

7 1. Plaintiffs hereby bring this First Amended Class and Representative Action
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 516, 558, 1182.12, 1194,
10 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and Industrial Welfare Commission Wage Order 4
11 ("Wage Order 4"), in addition to seeking declaratory relief and restitution. This Complaint is
12 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants' violations of the California Labor Code because the amount in controversy exceeds
14 this Court's jurisdictional minimum.

15 **VENUE**

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

22 **PARTIES**

23 3. Plaintiffs are each individuals over the age of eighteen (18). At all relevant times
24 herein, Plaintiffs were and currently are California residents. During the four years immediately
25 preceding the filing of the Complaint in this action and within the statute of limitations periods
26 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-
27 exempt employees. Plaintiffs were and are victims of Defendants' policies and/or practices
28 complained of herein, lost money and/or property, and have been deprived of the rights

1 guaranteed by Labor Code 201-204, 226 *et seq.*, 226.7, 510, 516, 558, 1182.12, 1194, 1194.2,
2 1197, 1198, 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair
3 Competition Law”), and Wage Order 4, which sets employment standards for occupations in
4 construction.

5 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
6 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
7 continue to do) business by providing food manufacturing/preparation services in California and
8 the United States, employed Plaintiffs within Sacramento County and the state of California and,
9 therefore, were (and are) doing business in Sacramento County and the State of California.

10 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
11 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
13 amend this Complaint when such true names and capacities are discovered. Plaintiffs are
14 informed, and believe, and based thereon allege, that each of said fictitious defendants, whether
15 individual, partners, or corporate, were responsible in some manner for the acts and omissions
16 alleged herein, and proximately caused Plaintiffs and the Classes (as defined herein) to be
17 subjected to the unlawful employment practices, wrongs, injuries and damages complained of
18 herein.

19 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
20 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

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

1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiffs allege that all Defendants were joint employers for all purposes towards Plaintiffs and
5 all members of the Classes.

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff Arturo Perez worked for Defendants as a maintenance technician between
8 approximately September 28, 2023 and approximately October 13, 2023. Defendants are in the
9 business of real estate development, investment and management of multi-family residential,
10 commercial and industrial properties. Plaintiff Arturo Perez's job responsibilities included
11 maintenance of fans and air conditioning units, changing light bulbs, cleaning hallways, installing
12 items such as cabinets and building items such as cabinet stands. Plaintiff Arturo Perez was
13 generally scheduled to work five days per week, from Saturday to Wednesday from
14 approximately 9:00 a.m. until approximately 6:00 p.m. However, he could be called early in the
15 morning to start work on the same day as early as 7:45 a.m.

16 10. Plaintiff Rhoda Villanueva worked for Defendants as a leasing consultant from on
17 or about April 12, 2023 and will continue her employment through approximately July 10, 2024
18 when another property management company replaces Defendants. Plaintiff Rhoda Villanueva's
19 job responsibilities include screening applicants, providing apartment tours, following up with
20 prospects, processing resident complaints and spiffing or dusting units. Plaintiff Rhoda
21 Villanueva is also generally scheduled to work five days per week, from Sunday to Wednesday,
22 from approximately 8:00 a.m. to 5:00 p.m.

23 11. Throughout the duration of each of each Plaintiff's employment with Defendants,
24 Plaintiff and other non-exempt employees were not paid for all hours worked as Defendants
25 would not accurately keep track of their hours worked. Upon information and belief, the time
26 records maintained by Defendants were not reflective of the actual number of hours that Plaintiffs
27 and other non-exempt employees actually worked. Plaintiffs were instructed to clock in and out
28 each work day on a computer at the workplace using the program "Dayforce." However, for

1 almost the entirety of Plaintiff Arturo Perez's employment, the Dayforce program was
2 unavailable to Plaintiff Arturo Perez and Defendants instructed Plaintiff Arturo Perez to notify
3 his supervisor of the times that he started and ended each work day and required that his supervisor
4 notify the manager so that the manager would record Plaintiff Arturo Perez's hours worked.
5 Defendants required Plaintiffs and other non-exempt employees to perform work for
6 approximately fifteen (15) minutes prior to clocking in each work day. During this time, Plaintiff
7 Rhoda Villanueva had to perform work such as viewing Defendants' training classes or checking
8 emails. During this time, Plaintiff Arturo Perez was required to be present on the premises.
9 Additionally, Defendants required Plaintiff Rhoda Villanueva to check emails after clocking out
10 at least approximately 2 or 3 times per month for 20 minutes each time. Plaintiffs estimate that
11 they each spent at least 75 minutes per week working off the clock. Further, even though Plaintiff
12 Arturo Perez complained that he never received his first paycheck and Defendants claimed that
13 they would mail him his first paycheck, to date, Plaintiff Arturo Perez has not received his first
14 paycheck.
15

16 12. Furthermore, Plaintiffs and other non-exempt employees worked overtime hours,
17 but did not receive overtime compensation equal to one and one-half times their regular rates of
18 pay for all overtime hours worked. Upon information and belief, Defendants systematically failed
19 to pay overtime compensation due to Plaintiffs and other non-exempt employees when they
20 worked off the clock. Further, when Plaintiffs and other non-exempt employees worked overtime,
21 they were not always compensated at the correct regular rate. For example, approximately once
22 per month, Plaintiff Rhoda Villanueva received a bonus for leasing an apartment. Upon
23 information and belief, this bonus was not calculated into her regular rate. As a result, Defendants
24 failed to ensure that Plaintiff and other non-exempt employees were being paid at least the
25 minimum wage for all hours actually worked, and failed to ensure that Plaintiff and other non-
26 exempt employees received proper overtime wages for all overtime hours worked.

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1 13. Plaintiffs and other non-exempt employees were not authorized to take their full
2 legally required 10-minute rest periods. Defendants regularly required Plaintiffs and other non-
3 exempt employees to read and respond to company text messages or other communications sent
4 after Plaintiffs and other non-exempt employees began their rest periods. Plaintiff Arturo Perez
5 estimates that his rest periods were interrupted almost every day of his employment. Plaintiff
6 Rhoda Villanueva estimates that either she did not receive a rest period because she was required
7 to provide tours or respond to emails or her rest period was interrupted at least 2 or 3 days per
8 week. Defendants never provided Plaintiffs and other non-exempt employees with an hour of
9 pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon
10 information and belief, during at least a portion of the class period, Defendants maintained no
11 payroll code or another mechanism for the payment of rest period premiums in the event Plaintiffs
12 and other non-exempt employees were not authorized to take lawful rest periods.

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14 14. Defendants also did not provide Plaintiffs and other non-exempt employees with
15 a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally
16 compliant second meal period when they worked shifts longer than 10 hours. On a near-daily
17 basis, Defendants interrupted Plaintiff Arturo Perez's meal period with text messages that
18 required immediate responses or with tours for prospective tenants. Plaintiff Rhoda Villanueva
19 estimates that her meal periods were interrupted approximately at least once per month with
20 questions from residents or management or other communications from Defendants. Defendants
21 did not provide Plaintiffs and other non-exempt employees with an hour of pay at their regular
22 rate for each meal period violation as required by Labor Code § 226.7.

23 15. Furthermore, Defendants failed to adequately reimburse Plaintiffs and other non-
24 exempt employees for all reasonable and necessary work expenditures, including but not limited
25 to, requiring Plaintiffs and other non-exempt employees to utilize their personal cell phones and
26 their personal vehicles. Plaintiffs were never provided any reimbursement for the use of their
27 personal vehicles and were not provided sufficient reimbursement for the use of their personal
28 cell phones.

1 16. Defendants failed to issue to Plaintiffs and other non-exempt employees accurate
2 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
3 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
4 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
5 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
6 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
7 only the last four digits of his or her social security number or an employee identification number
8 other than a social security number, (8) the name and address of the legal entity that is the
9 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
10 number of hours worked at each hourly rate by the employee.

11 17. Defendants have maintained inaccurate payroll records, failed to timely pay all
12 wages owed to employees, and failed to timely pay separating employees at the time of their
13 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure
14 to accurately compensate Plaintiffs and other non-exempt employees for all minimum and
15 overtime wages, and failure to pay premium pay for failing to provide all required meal periods
16 and authorize all required rest periods.

17 18. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
18 by failing to provide Plaintiffs and other aggrieved employees written notices, in the language
19 normally used to communicate employment related information to the employees, containing
20 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
21 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
22 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
23 employer; vii) identifying information for the employer's workers' compensation insurance
24 carrier; and viii) information informing the employee of their right to accrue and use paid sick
25 leave. Despite maintaining an obligation to provide these disclosures to Plaintiffs and other
26 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.
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1 **CLASS ACTION ALLEGATIONS**

2 19. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
3 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 4 a. The Minimum Wage Class consists of all current and former non-exempt
5 employees of Defendants in California who were subject to Defendants'
6 timekeeping systems and/or practices, during the four years immediately
7 preceding the filing of this lawsuit through the present.
- 8 b. The Overtime Wage Class consists of all current and former non-exempt
9 employees of Defendants in California who worked overtime hours and were
10 subject to Defendants' timekeeping systems and/or practices, during the four years
11 immediately preceding the filing of this lawsuit through the present
- 12 c. The Rest Period Class consists of all current and former non-exempt employees of
13 Defendants in California who worked at least one shift in excess of 3.5 hours
14 during the four years immediately preceding the filing of this lawsuit through the
15 present.
- 16 d. The Meal Period Class consists of all current and former non-exempt employees
17 of Defendants who performed work in California and: (i) worked at least one shift
18 in excess of 5.0 hours without a meal period of at least 30 minutes in duration
19 commencing prior to the conclusion of the fifth hour of work, and who do not have
20 a corresponding meal period premium payment made for such shifts and/or (ii)
21 worked at least one shift in excess of 10.0 hours while performing work for
22 Defendants in California without a second meal period of at least 30 minutes in
23 duration commencing prior to the conclusion of the tenth hour of work, and who
24 do not have a corresponding meal period premium payment made for such shifts
25 during the four years preceding the filing of this lawsuit through the present.
- 26 e. The Wage Statement Class consists of all members of all current and former non-
27 exempt employees of Defendants in California who received a wage statement
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from Defendants during the one year immediately preceding the filing of this lawsuit through the present.

f. The Waiting Time Class consists of all of Defendants' formerly employed non-exempt employees in California who were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

g. The Employee Expense Class consists of all current and former non-exempt employees of Defendants who performed work in California who were not reimbursed for expenses in the performance of their job duties, including but not limited to the utilization of their personal cell phones and personal vehicles during the four years immediately preceding the filing of this lawsuit to the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than two hundred (200) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194, 1194.2, and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 4 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

- 1 iii. Whether Defendants’ timekeeping policies/practices resulted in the failure to
2 properly compensate members of the Minimum Wage Class;
- 3 iv. Whether Defendants provided all legally compliant meal periods to members of
4 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 5 v. Whether Defendants provided all legally compliant rest periods to members of the
6 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 7 vi. Whether Defendants provided accurate, itemized wage statements to members of
8 the Classes; and
- 9 vii. Whether Defendants’ policies and/or practices for the timing and amount of
10 payment of final wages to members of the Waiting Time Class at the time of
11 separation from employment were lawful.
- 12 viii. Whether Defendants failed to reimburse members of the Employee Expense Class
13 for business expenditures necessarily incurred in the performance of their duties;

14 22. **Predominance of Common Questions:** Common questions of law and fact
15 predominate over questions that affect only individual members of the Classes. The common
16 questions of law set forth above are numerous and substantial and stem from Defendants’ policies
17 and/or practices applicable to each individual class member, such as Defendants’ uniform
18 timekeeping policies and practices, meal and rest period policies and practices, wage statement
19 policies and practices, and the policies and practices regarding the timely payment of final wages.
20 As such, the common questions predominate over individual questions concerning each
21 individual class member’s showing as to his or her eligibility for recovery or as to the amount of
22 his or her damages.

23 23. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
24 Plaintiffs were employed by Defendants as non-exempt employees in California during the
25 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
26 herein, Plaintiffs, like the members of the Classes, were subject to Defendants’ meal/rest period
27 and timekeeping policies and practices, were provided inaccurate wage statements, and were not
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1 paid all wages earned at the time of his separation of employment.

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

8 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
9 an important public interest in establishing minimum working conditions and standards in
10 California. These laws and labor standards protect the average working employee from
11 exploitation by employers who have the responsibility to follow the laws and who may seek to
12 take advantage of superior economic and bargaining power in setting onerous terms and
13 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
14 and members of the Classes make the class action format a particularly efficient and appropriate
15 procedure to redress the violations alleged herein. If each employee were required to file an
16 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
17 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
18 their vastly superior financial and legal resources. Moreover, requiring each member of the
19 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
20 employees who would be disinclined to file an action against their former and/or current employer
21 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
22 employment. Further, the prosecution of separate actions by the individual class members, even
23 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
24 with respect to the individual class members against Defendants herein; and which would
25 establish potentially incompatible standards of conduct for Defendants; and/or legal
26 determinations with respect to individual class members which would, as a practical matter, be
27 dispositive of the interest of the other class members not parties to adjudications or which would
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1 substantially impair or impede the ability of the class members to protect their interests. Further,
2 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
3 individual prosecution considering all of the concomitant costs and expenses attending thereto.
4 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
5 Civil Procedure.

6 **FIRST CAUSE OF ACTION**
7 **MINIMUM WAGE VIOLATIONS**
8 **(AGAINST ALL DEFENDANTS)**

9 26. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

10 27. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
11 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
12 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
13 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
14 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
15 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
16 their pay practices to the requirements of the law by failing to pay Plaintiffs and the Minimum
17 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
18 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
19 and Wage Order 4.

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

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

1 a result of Defendants' violations of the California Labor Code and Wage Order 4.

2 30. Defendants' practice and uniform administration of corporate policy regarding
3 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
4 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
5 liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs
6 of suit according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of
7 Civil Procedure § 1021.5.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY ALL OVERTIME WAGES**

10 **(AGAINST ALL DEFENDANTS)**

11 31. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

12 32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
13 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
14 overtime hours worked, and provide a private right of action for the failure to pay all overtime
15 compensation for overtime work performed.

16 33. At all times relevant herein, Defendants were required to properly compensate
17 Plaintiffs and members of the Overtime Class for all overtime hours worked pursuant to California
18 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay overtime
19 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
20 in the Wage Order.

21 34. The foregoing policies and practices are unlawful and create entitlement to
22 recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime
23 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
24 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 4, and
25 Code of Civil Procedure § 1021.5.

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THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

35. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and the Meal Period Class at their respective regular rate of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

37. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

38. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

39. Wage Order 4, § 12 and California Labor Code §§ 226.2, 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

40. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all legally compliant rest periods.

41. The foregoing violations create an entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, and Civil Code §§

3287(b) and 3289.

FIFTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

42. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

44. Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, unpaid and/or underpaid overtime and minimum wages owed, and meal and rest period premium wages. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

45. Defendants' willful failure to timely pay Plaintiffs and the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

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SIXTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

46. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

47. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and the Wage Statement Class with complete and accurate wage statements reflecting the meal & rest period premiums in violation of Labor Code § 226 et seq.

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

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

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

50. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

51. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 et seq., by failing to pay Plaintiffs and the Classes all minimum and overtime wages, failing to provide all required meal and rest periods, or pay premium payments in lieu thereof, failing to furnish accurate, itemized wage statements, and willfully failing to timely pay Plaintiffs and members of the Waiting Time class all final wages due upon separation of employment.

52. Defendants' utilization of these unfair and/or unlawful business practices deprived

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

5 53. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
6 alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full
7 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,
8 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
9 and 17208.

10 54. The acts complained of herein occurred within the last four years immediately
11 preceding the filing of the Complaint in this action.

12 55. Plaintiffs are compelled to retain the services of counsel to file this court action to
13 protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf
14 of Defendants' current non-exempt employees, and to enforce important rights affecting the
15 public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs,
16 which they are entitled to recover under Code of Civil Procedure § 1021.5.

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 **(AGAINST ALL DEFENDANTS)**

20 56. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

21 57. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
22 states that "an employer shall indemnify his or her employees for all necessary expenditures or
23 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
24 his or her obedience to the directions of the employer..."

25 58. Due to Defendants' unlawful policy and practice of requiring employees to
26 purchase work hats in the performance of their job duties, Defendants have violated Labor Code
27 § 2802.

28 59. Plaintiffs and the members of the Employee Expense Class are entitled to

attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

60. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiffs and members of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

61. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though fully set forth herein.

62. Defendants have committed several Labor Code violations against Plaintiffs, members of the Classes, and other aggrieved employees. Plaintiffs, each an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum

1 Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-
2 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;

3 b. Failing to pay Plaintiffs, the Overtime Class, and other aggrieved employees all
4 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
5 1194, and 1198;

6 c. Failing to authorize and permit all legally required rest periods, and failure to
7 pay rest period premium wages, to Plaintiffs, the Rest Period Class, and other
8 aggrieved employees at the regular rate of compensation in violation of Labor
9 Code §§ 226.7, 516, and 558;

10 d. Failing to provide all legally required meal periods, and failure to pay meal
11 period premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved
12 employees at the regular rate of compensation in violation of Labor Code §§
13 226.7, 512, and 1198;

14 e. Failing to reimburse Plaintiffs, the Employee Expense Class and other
15 aggrieved employees for necessary business expenditures incurred by
16 Plaintiffs, the Employee Expense Class and other aggrieved employees in
17 violation of Labor Code §§ 2800, 2802 and 2804;

18 f. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved
19 employees with complete, accurate, itemized wage statements in violation of
20 Labor Code § 226;

21 g. Failing to timely pay all final wages and compensation earned by Plaintiffs, the
22 Waiting Time Class, and other aggrieved employees at the time of separation
23 in violation of Labor Code §§ 201, 202, and 203;

24 h. Failing to pay Plaintiffs and other aggrieved employees all earned wages at
25 least twice during each calendar month in violation of Labor Code § 204;

26 i. Failing to permit and authorize Plaintiffs and other aggrieved employees to
27 exercise the use of their accrued paid sick leave days in violation of Labor
28 Code § 245.5, 246, and 248.5;

j. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiffs and other aggrieved employees in violation of Labor Code § 2810.5;

k. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

63. On July 18, 2024, Plaintiffs notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiffs’ intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 62 (a)-(k). Now that sixty-five days have passed from Plaintiffs’ notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 4 § 4(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and

special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 4 § 3(A);

6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

10. Upon the Seventh Cause of Action, for restitution to Plaintiffs of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 2802;

12. Upon the Ninth Cause of Action, for (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the violations of the Labor Code Sections cited in Labor Code § 2699.5;

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

1 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §226, and Code of Civil Procedure § 1021.5; and

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

4
5 Dated: September 23, 2024

Respectfully submitted,
STANSBURY BROWN LAW, PC



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8 By: _____

Daniel J. Brown
Jessica Flores
Attorneys for Plaintiffs

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11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

13
14 Dated: September 23, 2024

Respectfully submitted,
STANSBURY BROWN LAW, PC



15
16
17 By: _____

Daniel J. Brown
Jessica Flores
Attorneys for Plaintiffs

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PROOF OF SERVICE

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On September 23, 2024, I served the document listed below on the parties in this action as follows:

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

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

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

Executed on September 23, 2024, at South Gate, CA.

Laura Romero

Laura Romero

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