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Attorneys for PLAINTIFF MICHAEL CANEDOS,
on behalf of himself and others similarly situated and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

MICHAEL CANEDOS, on behalf of himself
and others similarly situated and current and
former aggrieved employees,

Plaintiff,

vs.

L.A. GAUGE COMPANY, INC., a California
corporation; LA GAUGE CO., INC., an
unknown entity; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 22STCV33605

CLASS ACTION

**PLAINTIFF MICHAEL CANEDOS’
FIRST AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION AND
FOR:**

- 1. FAILURE TO PAY WAGES FOR
ALL TIME WORKED AT
MINIMUM WAGE IN VIOLATION
OF LABOR CODE SECTIONS 1194
AND 1197**
- 2. FAILURE TO PAY OVERTIME
WAGES FOR DAILY
OVERTIME WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR
PERMIT MEAL PERIODS IN
VIOLATION OF LABOR CODE
SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR
PERMIT REST PERIODS IN
VIOLATION OF LABOR CODE
SECTION 226.7**
- 5. FAILURE TO PAY ALL
ACCRUED AND VESTED
VACATION/PTO WAGES IN
VIOLATION OF LABOR CODE
SECTION 227.3**

6. **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204**
7. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
8. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
9. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***
10. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, *et seq.***

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff MICHAEL CANEDOS (“Plaintiff”), who alleges and complains against Defendants L.A. GAUGE COMPANY, INC., a California corporation (“Defendant L.A. GAUGE”), LA GAUGE CO., INC., an unknown entity (“Defendant LA GAUGE CO.”), and DOES 1 to 100, inclusive (collectively “Defendants”) as follows

INTRODUCTION

1. This is a wage and hour class action lawsuit and Private Attorneys’ General Act of 2004, Lab. Code §2698, et seq. (“PAGA”) representative action on behalf of Plaintiff and other current and former non-exempt employees of Defendants in California seeking within the applicable statute of limitations periods:

- (a) failure to pay wages for all hours worked at minimum wage;
- (b) failure to pay all overtime hours worked at the overtime rate of pay;

1 (c) failure to authorize or permit all legally required and compliant meal periods
2 and/or pay meal period premium wages;

3 (d) failure to authorize or permit all legally required and compliant rest periods
4 and/or pay rest period premium wages;

5 (e) failure to pay accrued and vested vacation/PTO wages;

6 (f) statutory penalties for failure to timely pay earned wages during employment;

7 (g) statutory penalties for failure to provide accurate wage statements;

8 (h) statutory waiting time penalties in the form of continuation wages for failure
9 to timely pay employees all wages due upon separation of employment.

10 2. Based on these alleged violations, Plaintiff now brings this class action and
11 representative action to recover unpaid wages, restitution, statutory penalties, injunctive relief and
12 other equitable relief, reasonable attorney's fees pursuant to Labor Code §218.5, 226(e), 1194, costs,
13 interest, liquidated damages, and civil penalties pursuant to Labor Code §2698 associated with
14 Defendant's violations of the Labor Code brought on behalf of Plaintiff and others similarly situated
15 and/or other aggrieved employees and the Labor Workforce Development Agency ("LWDA").

16 **JURISDICTION AND VENUE**

17 3. This Court has jurisdiction over Plaintiff and the Class Members' claims because
18 Plaintiff's lawsuit seeks permanent injunction, damages, and restitution for himself and the class and
19 civil penalties for aggrieved employees in excess of \$35,000, and Defendants employed class
20 members and injuries occurred in locations throughout California including in Los Angeles County
21 at its business located at 7440 San Fernando Road, Sun Valley, California 91352.

22 4. Under California Code of Civil Procedure section 395(a), venue is also proper in this
23 county because Defendant LA GAUGE CO. is a foreign corporation who has not designated a
24 principal place of business in California nor filed with the California Secretary of State. Venue is
25 proper in this Court because Defendant LA GAUGE CO. failed to comply with Corporations Code
26 Section 2105 by failing to designate its principal office in California. If a corporate defendant has not
27 filed such a statement designating a principal office in California, venue is proper in any county in
28 the state. *Easton, supra*, (1970) 12 Cal.App.3d at 246-247 (emphasis added).

PAGA ALLEGATIONS

5. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

6. At all times herein set forth, PAGA provides that any provision of law under the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in Labor Code §2699.3.

7. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

8. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by Labor Code §2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

9. Pursuant to Labor Code §2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice,

1 or if the LWDA Notice is not provided within sixty-five (65) calendar days of
2 the postmark date of the Employee's Notice, the aggrieved employee may
3 commence a civil action pursuant to Labor Code §2699 to recover civil
4 penalties in addition to any other penalties to which the employee may be
5 entitled.

6 10. On August 6, 2024, Plaintiff provided written notice by online submission to the
7 LWDA and by U.S. Certified Mail to Defendant L.A. GAUGE COMPANY, INC. of the specific
8 provisions of the Labor Code alleged to have been violated, including the facts and theories to support
9 the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar
10 days of the date of Plaintiff's notice.

11 11. Therefore, Plaintiff has satisfied the administrative prerequisites under Labor Code
12 §2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations
13 of Labor Code §201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and
14 1198.

15 **PARTIES**

16 12. Plaintiff brings this action on behalf of himself and other members of the general
17 public similarly-situated, and aggrieved employees. The named Plaintiff and the class of persons on
18 whose behalf this action is filed are current, former and/or future employees of Defendants who work
19 as hourly non-exempt employees. At all times mentioned herein, the currently named Plaintiff is and
20 was a resident of California and were employed by Defendants within the four years prior to the filing
21 of the Complaint.

22 13. Defendants employed Plaintiff as an hourly non-exempt employee from in or around
23 June 3, 2015.

24 14. Plaintiff is informed and believes, and on that basis alleges that Defendants employed
25 Plaintiff and other hourly non-exempt employees throughout the State of California and therefore its
26 conduct forms a significant basis of the claims asserted in this matter.

27 15. Plaintiff is informed and believes and thereon alleges that Defendants L.A. GAUGE
28 and DOES 1-25 are authorized to do business within the State of California and are doing business in

1 the State of California and/or that Defendants DOES 1-25 are, and at all times relevant hereto were
2 persons acting on behalf of Defendants in the establishment of, or ratification of, the aforementioned
3 illegal wage and hour practices or policies. Defendants L.A. GAUGE operate in Los Angeles County
4 and employed Plaintiff and other putative class members in Los Angeles County at its business
5 located at 7440 San Fernando Road, Sun Valley, California 91352.

6 16. Plaintiff is informed and believes and thereon alleges that Defendants LA GAUGE
7 CO. and DOES 26-50 are doing business in the State of California and/or that Defendants DOES 26-
8 50 are, and at all times relevant hereto were persons acting on behalf of Defendants in the
9 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
10 Defendant LA GAUGE CO. and DOES 26-50 operate in Los Angeles County and employed Plaintiff
11 and other putative class members in Los Angeles County at its business located at 7440 San Fernando
12 Road, Sun Valley, California 91352.

13 17. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-75
14 are authorized to do business within the State of California and are doing business in the State of
15 California and/or that Defendants DOES 51-75 are, and at all times relevant hereto were persons
16 acting on behalf of Defendants in the establishment of, or ratification of, the aforementioned illegal
17 wage and hour practices or policies.

18 18. Plaintiff is informed and believes and thereon alleges that Defendants DOES 76-100
19 are individuals unknown to Plaintiff. Each individual Defendant is sued individually in his or her
20 capacity as an agent, shareholder, owner, representative, manager, supervisor, independent contractor
21 and/or employee of each Defendant and participated in the establishment of, or ratification of, the
22 aforementioned illegal wage and hour practices or policies.

23 19. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
24 sues said Defendants by said fictitious names, and will amend this Complaint when the true names
25 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
26 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
27 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.
28

1 20. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each
2 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
3 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
4 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
5 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
6 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
7 Complaint. Plaintiff is further informed and believes and thereon alleges that each Defendant acted
8 pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each
9 Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled,
10 aided and abetted the conduct of all other defendants. As used in this Complaint, “Defendants” means
11 “Defendants and each of them,” and refers to the Defendants named in the particular cause of action
12 in which the word appears and includes Defendants L.A. GAUGE COMPANY, INC., a California
13 corporation; LA GAUGE CO., INC., an unknown entity; and DOES 1 to 100, inclusive.

14 21. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
15 employee, and/or joint venturer of each of the other Defendants and was acting within the course and
16 scope of said conspiracy, agency, employment, and/or joint venture and with the permission and
17 consent of each of the other Defendants.

18 22. Plaintiff makes the allegations in this Complaint without any admission that, as to any
19 particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
20 reserves all of Plaintiff rights to plead in the alternative.

21 **DESCRIPTION OF ILLEGAL PAY PRACTICES**

22 23. Pursuant to Industrial Welfare Commission (“IWC”) Wage Order 1 (“Wage Order”),
23 codified at California Code of Regulations title 8, section 11010, Defendants are employers of
24 Plaintiff within the meaning of Wage Order 1 and section 18 of the California Labor Code. Therefore,
25 each of these Defendants is jointly and severally liable for the wrongs complained of herein in
26 violation of the Wage Order and the California Labor Code.

27 24. **Failure to Pay Wages for All Hours Worked at the Legal Minimum Wage:**
28 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees.

1 California Labor Code sections 1194 and 1197 require an employer to compensate employees for all
2 “hours worked” at least at a minimum wage rate of pay as established by the Industrial Welfare
3 Commission (“IWC”) and the Wage Orders. This includes the time an employee spends, either
4 directly or indirectly, performing services which inure to the benefit of the employer.

5 25. Plaintiff and similarly situated employees worked more minutes per shift than
6 Defendants credited them with having worked. Defendants “rounded” down or “shaved” Plaintiff’s
7 and similarly situated employees’ total daily hours worked at the time of their clock-in and clock-out
8 to the nearest quarter of an hour, to the benefit of Defendants.

9 26. Defendants suffered, permitted, and required its hourly employees to be subject to
10 Defendants’ control without paying wages for that time. This resulted in Plaintiff and similarly
11 situated employees working time for which they were not compensated any wages, in violation of
12 California Labor Code sections 1194, 1197, and the Wage Orders.

13 27. **Failure to Pay Overtime Wages Due to Rounding Down Hours Worked to the**
14 **Nearest Quarter Hour.**

15 28. Defendants employed many of their employees, including Plaintiff, as non-exempt,
16 hourly employees. In California, an employer is required to pay hourly employees for all “hours
17 worked,” which includes all time that an employee is under control of the employer and all time the
18 employee is suffered and permitted to work. This includes the time an employee spends, either
19 directly or indirectly, performing services that inure to the benefit of the employer.

20 29. California Labor Code Sections 510 and 1194 require an employer to compensate
21 employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a
22 workweek, and on any seventh consecutive day of work in a workweek.

23 30. Any work in excess of eight hours in one workday and any work in excess of 40 hours
24 in any one workweek and the first eight hours worked on the seventh day of work in any one
25 workweek shall be compensated at the rate of no less than one and one-half times the regular rate of
26 pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of
27 no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight
28 hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the

1 regular rate of pay of an employee. (Lab. Code §510.)

2 31. In this case, Defendants “rounded” down or “shaved” Plaintiff and similarly situated
3 employees’ total daily hours worked to the nearest quarter of an hour at the clock-in and clock-out
4 times, to the benefit of Defendants. This occurred on days where Plaintiff and similarly situated
5 employees worked at least 8 hours or in workweeks where Plaintiff and similarly situated employees
6 worked at least 40 hours. This resulted in Defendants failing to pay Plaintiff and similarly situated
7 employees at their overtime rate of pay for this time.

8 32. **Failure to Pay Overtime at the Legal Overtime Rate by Failing to Include Bonus**
9 **Compensation in Calculating the Regular Rate of Pay for Purposes of Paying Overtime:**
10 Defendants employ hourly non-exempt employees, including Plaintiff and others similarly situated,
11 with a compensation structure that includes new worker referral bonus pay. At times, Plaintiff and
12 similarly situated employees worked overtime hours under state law during pay periods that they
13 earned bonus compensation.

14 33. California Labor Code sections 510 and 1194 require an employer to compensate
15 employees a higher rate of pay for hours worked in excess of eight hours in a workday:

16 Any work in excess of eight hours in one workday and any work in excess of 40 hours
17 in any one workweek and the first eight hours worked on the seventh day of work in
18 any one workweek shall be compensated at the rate of no less than one and one-half
19 times the regular rate of pay for an employee. Any work in excess of 12 hours in one
20 day shall be compensated at the rate of no less than twice the regular rate of pay for
an employee. In addition, any work in excess of eight hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of pay
of an employee.

21 (Cal. Lab. Code §510.)

22 34. Despite the fact that California law requires employers to include non-discretionary
23 bonus compensation as part of the regular rate of pay for determining overtime premium pay,
24 Defendants entirely excluded their hourly non-exempt employees’ non-discretionary bonuses in
25 calculating those employees’ overtime rate of pay. This practice resulted in Plaintiff and other
26 similarly situated hourly non-exempt employees working hours in excess of eight hours in a workday
27 and/or 40 hours in a workweek and Defendants paying them less overtime than they earned pursuant
28 to California law.

1 35. **Failure to Pay Hourly Non-Exempt Employees Wages to Compensate Them For**
2 **Workdays Defendants Failed to Provide Required Meal Periods:** California law requires an
3 employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes
4 in which the employee is relieved of all duties and the employer relinquishes control over the
5 employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§ 226.7, 512;
6 Wage Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An
7 employer may not employ an employee for a work period of more than 10 hours per day without
8 providing the employee with a second such meal period of not less than 30 minutes prior to the start
9 of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
10 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
11 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
12 being relieved of all duty; and (2) the parties have a written agreement agreeing to on duty meal
13 periods. If an employer fails to provide an employee a meal period in accordance with the law, the
14 employer must pay the employee one hour of pay at the employee's regular rate of pay for each
15 workday that a legally required meal period was not timely provided or was not duty-free. *Id.*

16 36. At times, Plaintiff and California non-exempt employees would work in excess of 10
17 hours which would entitled them to a second meal period before the 10th hour of work. Defendants
18 did not provide Plaintiff and California non-exempt employees with a second meal period when they
19 worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiff and
20 California non-exempt employees a premium wage for their missed meal periods when they did not
21 receive a second meal period. Accordingly, Defendants did not pay Plaintiff and California non-
22 exempt employees a premium wage when they did not receive a second meal period.

23 37. Defendants also failed to pay Plaintiff and similarly situated employees one hour of
24 pay at their regular rate of pay for each workday Plaintiff and similarly situated employees did not
25 receive all legally compliant meal periods. Defendants lacked a policy and procedure for
26 compensating Plaintiff and similarly situated employees with premium wages when they did not
27 receive all legally required meal periods in a legally compliant manner.

28 38. These practices and procedures resulted in Plaintiff and all other similarly situated

1 employees not receiving wages to compensate them for workdays which Defendants did not provide
2 them with legally compliant meal periods in compliance with California law.

3 **39. Failure to Pay Hourly Employees Wages to Compensate Them for Workdays**
4 **Defendants Failed to Provide Required Rest Periods:** Defendants often employed hourly
5 employees, including the named Plaintiff and all others similarly-situated, for shifts at least three and
6 one-half (3.5) hours in length.

7 40. California law states that “[e]very employer shall authorize and permit all employees
8 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
9 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
10 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
11 an employee a rest period in accordance with the applicable provisions of this order, the employer
12 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
13 workday that the rest period is not provided.” (Wage Orders, subd. 12; see Lab. Code § 226.7.) Under
14 California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six
15 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
16 more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
17 1029; Lab. Code §226.7; Wage Orders, subd. 12.) Rest periods must be in the middle of each work
18 period. (Wage Orders, subd. 12.) If an employer fails to provide an employee a timely and legally
19 compliant rest period, the employer must pay the employee one hour of pay at the employee’s regular
20 rate of compensation for each work day that a legally required meal period was not provided or was
21 not duty free. (*Id.*)

22 41. Despite that California law requires employers to provide employees with one 10
23 minute rest break when an employee’s work shift is in excess of 3.5, a second 10 minute rest break
24 when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10 hours,
25 Defendants regularly failed to do so. As a result, Plaintiff and similarly situated non-exempt,
26 employees did not receive legally compliant rest periods as they were untimely, on-duty, or were not
27 taken at all.
28

1 42. Defendants also failed to pay employees one hour of pay at their regular rate of pay
2 for each workday Plaintiff and employees did not receive all timely and legally compliant rest periods.

3 43. This practice resulted in Plaintiff and all other similarly situated California non-
4 exempt employees not receiving wages to compensate them for workdays which Defendants did not
5 provide them with rest periods in compliance with California law.

6 44. **Failure to Pay Accrued and Vested Vacation Wages:** Defendants had a policy
7 and/or procedure of providing its employees with paid vacation time and/or personal time off
8 (“PTO”).

9 45. Vacation/PTO wages are deferred wages that vest once accrued. California Labor
10 Code § 227.3 provides that an employer must pay its employees all unused vested vacation/PTO at
11 the time of termination at the employees’ final rate of pay.

12 46. Defendants had a vacation policy in which Plaintiff and other similarly situated
13 employees accrued vacation/PTO wages.

14 47. Defendants terminated Plaintiff and other similarly situated employees without paying
15 them the full amount of their earned vacation/PTO wages, in violation of California law, and
16 employed policies and procedures which ensured Plaintiff and those similarly situated would not
17 receive their accrued and vested vacation/PTO wages upon termination.

18 48. **Failure to Pay California Employees All Wages Due at Time of**
19 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
20 employee’s employment ends. The wages are due immediately upon termination (California Labor
21 Code section 201) or within 72 hours of resignation (California Labor Code section 202).

22 49. Because Defendants failed to pay Plaintiff and similarly situated employees all their
23 earned wages (including minimum wages, overtime wages, and unpaid meal and rest period premium
24 wages), Defendants failed to pay those employees timely after each employee’s termination and/or
25 resignation.

26 50. **Failure to Provide Accurate Wage Statements:** California Labor Code section
27 226(a) provides (inter alia) that, upon paying an employee his or her wages, the employer must
28 “furnish each of his or her employees ... an itemized statement in writing showing: (1) gross wages

1 earned, (2) total hours worked by the employee, except for any employee whose compensation is
2 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section
3 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units
4 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
5 provided, that all deductions made on written orders of the employee may be aggregated and shown
6 as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is
7 paid, (7) the name of the employee and his or her social security number, (8) the name and address of
8 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
9 and the corresponding number of hours worked at each hourly rate by the employee.”

10 51. Defendants failed to provide accurate and complete wage statements to Plaintiff and
11 similarly situated employees. Defendants provided to employees wage statements which were
12 inadequate as a result of the aforementioned conduct (i.e., failure to pay all minimum wage and
13 overtime for all hours worked and failure to pay meal and rest period premiums), the wage statements
14 inaccurately stated: the gross wages earned, total hours worked by the employee, the net wages
15 earned, and applicable hourly rates in effect in a pay period with corresponding number of hours
16 worked.

17 52. Defendants applied these policies and procedures to Plaintiff and other similarly
18 situated employees which resulted in Defendants failing to provide complete and accurate wage
19 statements to non-exempt employees in compliance with Labor Code section 226, subdivision (a).

20 53. **Failure to Timely Pay Final Wages:** An employer is required to pay all unpaid wages
21 timely after an employee’s employment ends. The wages are due immediately upon termination or
22 within seventy-two (72) hours of resignation. Labor Code §§201, 202.

23 54. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
24 he, and other similarly situated employees, were not paid their final wages in a timely manner as
25 required by Labor Code section 203. Minimum wages for all hours worked, overtime wages for
26 overtime hours worked, meal period premium wages, rest period premium wages all accrued and
27 vested vacation/PTO wages (all described above), were not paid at the time of Plaintiff’s and other
28 similarly situated employees’ separation of employment, whether voluntarily or involuntarily, as

1 required by Labor Code sections 201, 202, and 203.

2 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

3 55. Plaintiff brings this action on behalf of himself, on behalf of all others similarly
4 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

5 A. **Minimum Wage Class:** All current and former hourly non-exempt employees
6 employed by Defendants in California at any time within the four years prior to the filing of the initial
7 Complaint in this action and through the date notice is mailed to a certified class who were not paid
8 at least at minimum wage for all time they were subject to Defendants' control.

9 B. **Overtime Class:** All current and former hourly non-exempt employees
10 employed by Defendants in California at any time within the four years prior to the filing of the initial
11 Complaint in this action and through the date notice is mailed to a certified class who worked more
12 than eight hours in a in a workday or 40 hours in a workweek and to whom Defendants did not pay
13 all overtime wages owed.

14 C. **Regular Rate Class:** All current and former non-exempt employees employed
15 by Defendants in California at any time within the four years prior to the filing of the initial complaint
16 in this action and through the date notice is mailed to a certified class, who earned commissions,
17 bonuses, service charges, shift-differential pay or other non-hourly compensation which were not
18 included in calculating the overtime pay earned during pay periods the employees earned the bonuses
19 and worked in excess of 8 hours in a workday, 40 hours in a workweek, or on a seventh consecutive
20 day of work in a workweek.

21 D. **Meal Period Class:** All current and former hourly non-exempt employees
22 employed by Defendants in California at any time within the four years prior to the filing of the initial
23 Complaint in this action and through the date notice is mailed to a certified class who worked more
24 than 5 hours during a workday and did not receive wages to compensate them for missed meal periods,
25 late meal periods, interrupted meal periods, meal periods taken onsite and/or short meal periods.

26 E. **Rest Period Class:** All current and former hourly non-exempt employees
27 employed by Defendants in California at any time within the four years prior to the filing of the initial
28 Complaint in this action and through the date notice is mailed to a certified class who worked at least

1 three and one-half (3.5) or more hours in a day who did not receive required rest periods of ten net
2 minutes rest time for every four hours worked between three and one-half and six hours, six and ten
3 hours, or ten and fourteen hours.

4 **F. Vacation Wages Class:** All current and former non-exempt employees
5 employed by Defendants in California at any time within the four (4) years prior to the filing of the
6 initial complaint in this action and through the date notice is mailed to a certified class who accrued
7 vacation time/personal time off, yet Defendants did not pay all wages due for vested vacation
8 time/personal time off upon separation of employment.

9 **G. Pay Day Class:** All current and former hourly non-exempt employees
10 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
11 Complaint in this action through the date notice is mailed to a certified class who were not timely
12 paid earned wages during their employment.

13 **H. Wage Statement Class:** All current and former non-exempt employees
14 employed by Defendants in California at any time within the one year prior to the filing of the initial
15 complaint in this action and through the date notice is mailed to a certified class who received
16 inaccurate or incomplete wage statements.

17 **I. Waiting Time Class:** All current and former hourly non-exempt employees
18 employed by Defendants in California at any time within the three years prior to the filing of the
19 initial Complaint in this action and through the date notice is mailed to a certified class who did not
20 receive payment of all unpaid wages upon separation of employment within the statutory time period.

21 **J. California Class:** All aforementioned classes are here collectively referred to
22 as the “California Class.”

23 56. There is a well defined community of interest in the litigation and the classes are
24 ascertainable:

25 **A. Numerosity:** While the exact number of class members in each class is
26 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
27 all members is impractical under the circumstances of this case.

28 **B. Common Questions Predominate:** Common questions of law and fact exist

1 as to all members of the Plaintiff classes and predominate over any questions that affect only
2 individual members of each class. The common questions of law and fact include, but are not limited
3 to:

4 i. Whether Defendants violated California Labor Code sections 1194 and
5 1197 by not paying employees' wages at a minimum wage rate for all time that the Minimum Wage
6 Class Members were subject to Defendants' control but were not paid;

7 ii. Whether Defendants violated California Labor Code Sections 510 and
8 1194 by not paying employees' wages at an overtime wage rate for all overtime hours that the
9 Overtime Class Members were subject to Defendants' control but were not paid;

10 iii. Whether Defendants violated Labor Code Sections 510 and 1194 by
11 failing to include all remuneration when calculating the overtime rate of pay for the members of the
12 Regular Rate Class;

13 iv. Whether Defendants violated California Labor Code sections 512 and
14 226.7, as well as the applicable Wage Order, by employing Meal Period Class Members without
15 providing all their required meal periods or paying meal period premium wages;

16 v. Whether Defendants violated the Wage Order and California Labor
17 Code section 226.7 and the applicable Wage Order by employing Rest Period Class Members without
18 providing all their required rest periods or paying rest period premium wages;

19 vi. Whether Defendants violated California Labor Code section 227.3 by
20 failing to pay the Vacation Wages Class Members all vacation time/personal time off wages due to
21 them upon termination;

22 vii. Whether Defendants violated Labor Code section 204 by employing
23 Pay Day Class Members without timely paying them all earned wages during their employment;

24 viii. Whether Defendants failed to provide the Waiting Time Class
25 Members with all of their earned wages upon separation of employment within the statutory time
26 period;

27 ix. Whether Defendants unlawfully failed to furnish the Wage Statement
28 Class with proper accurate itemized wage statements;

1 x. Whether Defendants committed unlawful business acts or practice
2 within the meaning of Business and Professions Code section 17200 *et seq.*;

3 xi. Whether Class Members are entitled to unpaid wages, penalties and
4 other relief pursuant to their claims;

5 xii. Whether, as a consequence of Defendants' unlawful conduct, the Class
6 Members are entitled to restitution, and/or equitable relief; and

7 xiii. Whether Defendants' affirmative defenses, if any, raise any common
8 issues of law or fact as to Plaintiff and as to the Class Members as a whole.

9 C. **Typicality:** Plaintiff' claims are typical of the claims of the class members in
10 each of the classes. Plaintiff and the members of the Minimum Wage Class sustained damages arising
11 out of Defendants' failure to pay wages at least at minimum wage for all time the employees were
12 subject to Defendants' control. Plaintiff and the members of the Overtime Wage Class sustained
13 damages arising out of Defendants' failure to pay the overtime wages for overtime hours worked.
14 Plaintiff and members of the Regular Rate Class sustained damages arising out of Defendants' failure
15 to pay them at the proper overtime rate by failing to include all remuneration when calculating their
16 regular rate of pay for purposes of determining their overtime rate of pay. Plaintiff and the members
17 of the Meal Period Class sustained damages arising out of Defendants' failure to provide employees
18 all legally required meal periods and failure to pay meal period premium wages as compensation.
19 Plaintiff and the members of the Rest Period Class sustained damages arising out of Defendants'
20 failure to provide employees all legally required rest periods and failure to pay rest period premium
21 wages as compensation. Plaintiff and the members of the Vacation Wages Class sustained damages
22 arising out of Defendants' failure to pay all accrued and vested vacation/PTO wages upon separation
23 of employment. Plaintiff and members of the Pay Day Class sustained damages arising out of
24 Defendants' failure to timely pay them all wages earned during their employment in compliance with
25 Labor Code section 204. Plaintiff and the members of the Waiting Time Class sustained damages
26 arising out of Defendants' failure to provide all unpaid yet earned wages due upon separation of
27 employment within the statutory time limit. Plaintiff and the members of the Wage Statement Class
28 sustained damages arising out of Defendants' failure to furnish them with accurate and/or complete

1 itemized wage statements in compliance with Labor Code section 226.

2 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
3 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
4 other class members.

5 E. **Superiority:** A class action is superior to other available means for the fair
6 and efficient adjudication of this controversy. Because individual joinder of all members of each class
7 is impractical, class action treatment will permit a large number of similarly situated persons to
8 prosecute their common claims in a single forum simultaneously, efficiently, and without the
9 unnecessary duplication of effort and expense that numerous individual actions would engender. The
10 expenses and burdens of individual litigation would make it difficult or impossible for individual
11 members of each class to redress the wrongs done to them, while important public interests will be
12 served by addressing the matter as a class action. The cost to and burden on the court system of
13 adjudication of individualized litigation would be substantial, and substantially more than the costs
14 and burdens of a class action. Individualized litigation would also present the potential for
15 inconsistent or contradictory judgments.

16 F. **Public Policy Consideration:** Employers throughout the state violate wage
17 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect
18 retaliation. Former employees fear bringing actions because they perceive their former employers
19 can blacklist them in their future endeavors with negative references and by other means. Class
20 actions provide the class members who are not named in the Complaint with a type of anonymity that
21 allows for vindication of their rights.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**
24 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
25 **(By Plaintiff and the Minimum Wage Class As Against All Defendants and DOE Defendants)**

26 57. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
27 by reference.

28 58. At all times relevant to this Complaint, Plaintiff and the members of the Minimum

1 Wage Class were hourly non-exempt employees of Defendants.

2 59. Pursuant to Labor Code sections 1194, 1197, and Wage Orders, Plaintiff and the
3 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time subject to
4 Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during
5 the time the Minimum Wage Class members earned the wages.

6 60. Defendants' payroll policies and procedures required members of the Minimum Wage
7 Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in
8 which they were subject to Defendants' control.

9 61. Specifically, Defendants "rounded" down or "shaved" Plaintiff's and Minimum Wage
10 Class Members' total daily hours worked at their clock-in and clock-out times to the nearest quarter
11 of an hour, to the benefit of Defendants. Plaintiff and Minimum Wage Class Members were not paid
12 for this time.

13 62. As a result of Defendants' unlawful conduct, Plaintiff and members of the Minimum
14 Wage Class have suffered damages in an amount subject to proof, to the extent that they were not
15 paid wages at a minimum wage rate for all hours worked.

16 63. Pursuant to California Labor Code Sections 1194 and 1194.2, Plaintiff and the
17 Minimum Wage Class members are entitled to recover unpaid minimum wage, interest thereon,
18 liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN**
21 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

22 **(By Plaintiff and the Overtime Class Against All Defendants and DOE Defendants)**

23 64. Plaintiff incorporates all paragraphs above as though fully set forth herein.

24 65. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly non-
25 exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage Order
26 13.

27 66. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 1, hourly non-
28 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight

1 (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
2 workweek.

3 67. Labor Code section 510, subdivision (a), states in relevant part:

4 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
5 workday and any work in excess of 40 hours in any one workweek and the first eight
6 hours worked on the seventh day of work in any one workweek shall be compensated
7 at the rate of no less than one and one-half times the regular rate of pay for an employee.
8 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
9 than twice the regular rate of pay for an employee. In addition, any work in excess of
10 eight hours on any seventh day of a workweek shall be compensated at the rate of no
11 less than twice the regular rate of pay of an employee. Nothing in this section requires
12 an employer to combine more than one rate of overtime compensation in order to
13 calculate the amount to be paid to an employee for any hour of overtime work.

14 68. Further, Labor Code section 1198 provides,

15 The maximum hours of work and the standard conditions of labor fixed by the
16 commission shall be the maximum hours of work and the standard conditions of labor
17 for employees. The employment of any employee for longer hours than those fixed by
18 the order or under conditions of labor prohibited by the order is unlawful.

19 69. Despite California law requiring employers to pay employees a higher rate of pay for
20 all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek,
21 and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to
22 Plaintiff and the Overtime Class for their daily overtime hours worked.

23 70. Defendants "rounded" down or "shaved" Plaintiff and Overtime Class Members' total
24 daily hours worked to the nearest quarter of an hour at the clock-in and clock-out times, to the benefit
25 of Defendants. This occurred on days where Plaintiff and Overtime Class Members worked at least 8
26 hours or in workweeks where Plaintiff and Overtime Class Members worked at least 40 hours. This
27 resulted in Defendants failing to pay Plaintiff and Overtime Class Members at their overtime rate of
28 pay for this time.

71. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime
Class being subject to the control of Defendants when they worked more than eight (8) hours in a
workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants
failed to pay them at their overtime rate of pay for all the overtime hours they worked.

72. As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class have suffered damages in an amount subject to proof, to the extent that they were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

73. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

**FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF
CALIFORNIA LABOR CODE SECTIONS 512 AND 226.7 AND THE WAGE ORDER
(By Plaintiff and the Meal Period Class As Against All Defendants and DOE Defendants)**

74. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

75. California law requires an employer to provide an employee an uninterrupted meal period of no less than 30-minutes before the end of a five hour work period. (Lab. Code §512; Wage Order 1 §11.) 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 before the end of a ten hour work period. (*Id.*) If the employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is only permitted when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have a written agreement agreeing to on duty meal periods. If the employee is not free to leave the work premises or worksite during the meal period, even if the employee is relieved of all other duty during the meal period, the employee is subject to the employer’s control and the meal period is counted as time worked. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee’s regular rate of compensation for each work day that a legally required meal period was not provided or was not duty free. (*Id.*)

76. Plaintiff and Meal Period Class Members would work on workdays in shifts long enough to entitle them to meal periods under California law. Despite that California law requires

1 employers to provide employees with timely duty free meal periods when they have worked a
2 sufficient amount of hours, Defendants failed to provide employees a timely full thirty minute meal
3 period for each five hour period of work as required by law.

4 77. At times, Plaintiff and California non-exempt employees would work in excess of 10
5 hours which would entitled them to a second meal period before the 10th hour of work. Defendants
6 did not provide Plaintiff and California non-exempt employees with a second meal period when they
7 worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiff and
8 California non-exempt employees a premium wage for their missed meal periods when they did not
9 receive a second meal period. Accordingly, Defendants did not pay Plaintiff and California non-
10 exempt employees a premium wage when they did not receive a second meal period.

11 78. Defendants' policies and procedures resulted in Plaintiff and all other similarly
12 situated employees not receiving wages to compensate them for workdays which Defendants did not
13 provide them with legally compliant meal periods in compliance with California law.

14 79. Defendants' policies and procedures made it impossible for Plaintiff and other Meal
15 Period Class members from receiving all legally required and timely meal breaks or from Defendants
16 making such meal breaks available to Plaintiff and other Meal Period Class Members when they
17 worked a minimum of five hours in a work period.

18 80. Defendants' unlawful conduct alleged herein occurred in the course of employment of
19 Plaintiff and all others similarly situated and such conduct has continued through the filing of this
20 Complaint.

21 81. Defendants are liable to Plaintiff and members of the Meal Period Class for one hour
22 of additional pay at the regular rate of compensation for each workday that Defendants did not provide
23 all legally required and legally compliant meal periods.

24 82. Plaintiff, on behalf of himself and members of the Meal Period Class, seek damages
25 and all other relief allowable including a premium meal break wage for each workday the employees
26 were not provided with all legally required and legally compliant meal periods, pursuant to Labor
27 Code section 226.7 and the Wage Order.
28

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CALIFORNIA**
3 **LABOR CODE SECTION 226.7 AND THE WAGE ORDER**

4 **(By Plaintiff and the Rest Period Class As Against All Defendants and DOE Defendants)**

5 83. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
6 by reference.

7 84. At all times relevant to this Complaint, Plaintiff and the members of the Rest Period
8 Class were employees of Defendants, covered by California Labor Code section 226.7 and the Wage
9 Order.

10 85. California law states that “[e]very employer shall authorize and permit all employees
11 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
12 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
13 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
14 an employee a rest period in accordance with the applicable provisions of this order, the employer
15 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
16 workday that the rest period is not provided.” (Wage Order 1, subd. 12; see Lab. Code § 226.7.) Under
17 California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six
18 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
19 more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
20 1029; Lab. Code §226.7; Wage Order 1, subd. 12.) Rest periods must be in the middle of each work
21 period. (Wage Order 1, subd. 12.) If an employer fails to provide an employee a timely and legally
22 compliant rest period, the employer must pay the employee one hour of pay at the employee’s regular
23 rate of compensation for each work day that a legally required meal period was not provided or was
24 not duty free. (*Id.*)

25 86. Defendants failed to provide Plaintiff and the Class Members all legally required rest
26 periods and failed to pay premium wages to Plaintiff and Rest Period Class Members to compensate
27 them for each workday they did not receive all legally required rest periods. Because Defendants
28 failed to afford employees rest periods in compliance with the law, Defendants are liable to Plaintiff

1 and the Rest Period Class for one hour of additional pay at the regular rate of compensation for each
2 workday that Defendants did not provide all rest periods in compliance with the law.

3 87. Pursuant to California Labor Code section 226.7 and the Wage Order, Plaintiff, on
4 behalf of himself and on behalf of the Rest Period Class, seeks damages and all other relief allowable
5 including rest period premium wages for each workday the employee was not provided with all legally
6 compliant rest periods, plus prejudgment interest.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PAY VESTED VACATION WAGES UPON TERMINATION, IN**
9 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 227.3**

10 **(by Plaintiff and the Vacation Wages Class As Against All Defendants and DOE Defendants)**

11 88. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
12 by reference.

13 89. At times relevant to this Complaint, Plaintiff and the members of the Vacation Wages
14 Class were non-exempt employees of Defendants, covered by California Labor Code section 227.3.

15 90. California Labor Code section 227.3 states in relevant part

16 Unless otherwise provided by a collective-bargaining agreement, whenever a contract
17 of employment or employer policy provides for paid vacations, and an employee is
18 terminated without having taken off his vested vacation time, all vested vacation shall
19 be paid to him as wages at his final rate in accordance with such contract of
employment or employer policy respecting eligibility or time served....

20 91. Defendants employ policies which provide for vacation/PTO to Plaintiff and Vacation
21 Wages Class.

22 92. Wages vest during the pay period in which they are earned. Plaintiff and members of
23 the Vacation Wages Class earned vacation/PTO wages while employed by Defendants. Defendants
24 terminated Vacation Wages Class Members and failed to pay all earned and vested vacation/PTO
25 wages upon termination.

26 93. Defendants employed policies and procedures which ensured Plaintiff and members
27 of the Vacation Wages Class would not receive their accrued and vested vacation/PTO wages upon
28 termination.

94. Pursuant to California Labor Code section 227.3, Plaintiff and members of the Vacation Wages Class seek their earned and vested vacation/PTO wages, plus interest thereon, for the four years preceding the filing of this Complaint.

SIXTH CAUSE OF ACTION

**FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN
VIOLATION OF LABOR CODE SECTION 204**

(By Plaintiff and the Pay Day Class As Against All Defendants and DOE Defendants)

95. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

96. Plaintiff and the Pay Day Class have been employed by Defendants in the State of California. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

97. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to timely pay Plaintiff's and the Pay Day Class's earned wages (including minimum wages, overtime wages, reporting time wages, meal period premium wages, rest period premium wages, and all accrued and vested vacation/PTO wages), in violation of Labor Code section 204.

98. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff and the Pay Day Class their earned wages within the applicable time frames outlined in Labor Code section 204.

99. Defendants' failure to timely pay Plaintiff and the Pay Day Class their earned wages in accordance with Labor Code section 204 was willful. Defendants had the ability to timely pay all wages earned by hourly workers in accordance with Labor Code section 204, but intentionally

1 adopted policies or practices incompatible with the requirements of Labor Code section 204. When
2 Defendants failed to timely pay Plaintiff and the Pay Day Class all earned wages, they knew what
3 they were doing and intended to do what they did.

4 100. As a result of Defendants' unlawful conduct, Plaintiff and the Pay Day Class have
5 suffered damages in an amount subject to proof, to the extent that they were not timely paid their
6 earned wages pursuant to Labor Code section 204.

7 101. Pursuant to Labor Code section 210, Plaintiff and the Pay Day Class are entitled to
8 recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each
9 failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional
10 violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five (25%)
11 percent of the amount unlawfully withheld.

12 **SEVENTH CAUSE OF ACTION**

13 **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE**
14 **AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE**
15 **SECTIONS 201, 202, AND 203**

16 **(By Plaintiff and the Waiting Time Class As Against All Defendants and DOE Defendants)**

17 102. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
18 by reference.

19 103. At all times relevant to this Complaint, Plaintiff and the other members of the Waiting
20 Time Class were employees of Defendants, covered by California Labor Code sections 201 202.

21 104. Pursuant to California Labor Code sections 201 and 202, Plaintiff and members of the
22 Waiting Time Class were entitled upon termination to timely payment of all wages earned and unpaid
23 prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid
24 prior to discharge immediately upon termination. Employees who resigned were entitled to payment
25 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
26 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid
27 prior to resignation at the time of resignation.

28 105. Defendants failed to pay Plaintiff and members of the Waiting Time Class all wages

1 earned and unpaid prior to separation of employment, in accordance with either California Labor
2 Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant
3 times within the limitations period applicable to this cause of action Defendants maintained a policy
4 or practice of not paying hourly employees all earned wages timely upon separation of employment.

5 106. Defendants' failure to pay Plaintiff and members of the Waiting Time Class all wages
6 earned prior to separation of employment timely in accordance with California Labor Code sections
7 201 and 202 was willful. Defendants had the ability to pay all wages earned by Waiting Time Class
8 Members prior to separation of employment in accordance with California Labor Code sections 201
9 and 202, but intentionally adopted policies or practices incompatible with the requirements of
10 California Labor Code sections 201 and 202. Defendants' practices include failing to pay at least
11 minimum wage for all time worked, failing to pay overtime wages for overtime hours worked, failing
12 to pay overtime wages at the proper overtime rate of pay, failing to pay premium wages for workdays
13 Defendants did not provide employees all meal periods in compliance with California law, failing to
14 pay premium wages for workdays Defendants did not provide employees all rest periods in
15 compliance with California law, and all accrued and vested vacation/PTO wages. When Defendants
16 failed to pay its hourly non-exempt workers all earned wages timely upon separation of employment,
17 it knew what they were doing and intended to do what it did.

18 107. Pursuant to either California Labor Code section 201 or 202, Plaintiff and members of
19 the Waiting Time Class are entitled to all wages earned prior to separation of employment that
20 Defendants did not pay them.

21 108. Pursuant to California Labor Code section 203, Plaintiff and members of the Waiting
22 Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages
23 were due upon separation until paid, up to a maximum of 30 days.

24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
26 **VIOLATION OF LABOR CODE SECTION 226**

27 **(By Plaintiff and the Wage Statement Class As Against All Defendants and DOE Defendants)**

28 109. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein

1 by reference.

2 110. At all relevant times, Plaintiff and the members of the Wage Statement Class were
3 non-exempt employees of Defendants and covered by Labor Code Section 226.

4 111. Pursuant to Labor Code Section 226, subdivision (a), Plaintiff and members of the
5 Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of
6 wages, an itemized wage statement accurately stating the following:

7 (1) gross wages earned, (2) total hours worked by the employee, except for any employee
8 whose compensation is solely based on a salary and who is exempt from payment of
9 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial
10 Welfare Commission, (3) the number of piece-rate units earned and any applicable piece
11 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
12 deductions made on written orders of the employee may be aggregated and shown as one
13 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
14 paid, (7) the name of the employee and his or her social security number, except that by
15 January 1, 2008, only the last four digits of his or her social security number or an employee
16 identification number other than a social security number may be shown on the itemized
17 statement, (8) the name and address of the legal entity that is the employer, and (9) all
18 applicable hourly rates in effect during the pay period and the corresponding number of
19 hours worked at each hourly rate by the employee.

20 112. Defendants' illegal practices (described in more detail above and below including but
21 not limited to Defendants' failure to pay all minimum wage and overtime for all hours worked and
22 failure to pay meal and rest period premiums) resulted in Defendants not providing Plaintiff and other
23 California non-exempt employees with accurate and complete itemized wage statements in violation
24 of Labor Code section 226. The wage statements Defendants provided to employees were inadequate
25 for reasons including but not limited to Defendants inaccurately or failing to state the following: the
26 number of hours worked, the gross wages earned, the net wages earned, and hourly rates in place
27 during the pay period with corresponding hours worked.

28 113. Defendants' failure to provide Plaintiff and members of the Wage Statement Class
with accurate and complete wage statements was knowing and intentional. Defendants had the ability
to provide Plaintiff and members of the Class with accurate and complete wage statements but
intentionally provided wage statements that Defendants knew were not accurate. Defendants
knowingly and intentionally put in place practices which deprived employees of wages and resulted
in Defendants' knowing and intentional providing of inaccurate wage statements.

114. As a result of Defendants unlawful conduct, Plaintiff and members of the Class have suffered injury in that the wage statements inaccurately stated and/or failed to state the aforementioned items of information and Plaintiff and the members of the class could not promptly and easily determine from the wage statement alone an accurate statement of: the gross wages earned, and the net wages earned.

115. Pursuant to Labor Code Section 226(e), Plaintiff and members of the Wage Statement Class are entitled to recover actual damages or fifty dollars for the initial pay period in which a violation of Labor Code Section 226 occurred and one-hundred dollars for each violation of Labor Code Section 226 in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

116. Pursuant to Labor Code Section 226(g), Plaintiff and members of the Wage Statement Class are entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code Section 226(a). Injunctive relief is warranted because Defendants continue to provide currently employed members of the Class with inaccurate wage statements in violation of Labor Code Section 226(a) and currently employed members of the Class have no adequate legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants comply with Labor Code Section 226(a).

117. Pursuant to Labor Code Sections 226(e) and 226(g), Plaintiff and members of the Class are entitled to recover the full amount of penalties due under Labor Code Section 226(e), reasonable attorney fees, and costs of suit.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION IN VIOLATION OF BUSINESS AND PROFESSIONS

CODE SECTION 17200, *et seq.*

(By Plaintiff and the California Class As Against All Defendants and Doe Defendants)

118. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

119. The unlawful conduct of Defendants alleged herein constitutes unfair competition

1 within the meaning of California Business and Professions Code Section 17200. This unfair conduct
2 includes Defendants' use of policies and procedures which resulted in the following: failing to pay
3 employees at least the minimum wage rate for all hours which they worked; failure to pay overtime
4 wages for overtime hours worked; failing to pay overtime wages at the proper overtime rate of pay;
5 failure to provide all required meal periods or pay meal period premium wages; failure to authorize
6 or permit, or provide, all required rest periods or pay rest period premium wages; failure to pay
7 accrued and vested vacation/PTO wages; failure to timely pay wages; and failure to pay timely all
8 wages due upon separation of employment. Due to their unfair and unlawful business practices in
9 violation of the California Labor Code, Defendants have gained a competitive advantage over other
10 comparable companies doing business in the State of California that comply with their obligations to
11 pay employees for all hours worked, to provide meal periods or pay meal period premium wages, to
12 authorize or permit rest periods or pay rest period premium wages, and to timely pay all wages due
13 upon separation of employment.

14 120. As a result of Defendants' unfair competition as alleged herein, Plaintiff and members
15 of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class, Rest Period
16 Class, Vacation Pay Class, Waiting Time Class, and Wage Statement Class have suffered injury in
17 fact and lost money or property, as described in more detail above.

18 121. Pursuant to California Business and Professions Code Section 17203, Plaintiff and
19 members of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class, Rest
20 Period Class, Waiting Time Class, and Wage Statement Class are entitled to restitution of all wages
21 and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained
22 by means of their unlawful and unfair business practices. Plaintiff also seeks an injunction against
23 Defendants on behalf of the California Class enjoining Defendants, and any and all persons acting in
24 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
25 herein.
26
27
28

TENTH CAUSE OF ACTION

CIVIL PENALTIES AND WAGES PURSUANT TO THE

PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.

(By Plaintiff As Against All Defendants and Doe Defendants)

122. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

123. During the period beginning one-year period preceding the sending of the initial notice to the LWDA to the present, Defendants violated Labor Code §§201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, and 1198 as alleged in more detail below.

124. **Failure to Pay Wages for All Hours Worked at the Legal Minimum Wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. Labor Code §§1194 and 1197 require an employer to compensate employees for all “hours worked” at least at a minimum wage rate of pay as established by the Industrial Welfare Commission (“IWC”) and the Wage Orders. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer. Plaintiff and aggrieved employees worked more minutes per shift than Defendants credited them with having worked.

125. Specifically, in this case Defendants maintained a policy, practice, and/or procedure whereby Defendant Plaintiff and other current and former aggrieved California-based non-exempt hourly employees (“Aggrieved Employees”) worked more minutes per shift than Defendants credited them with having worked. Defendants “rounded down” or “shaved down” Plaintiff’s and Aggrieved Employees total daily hours worked at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants. This resulted in Plaintiff and aggrieved employees working time for which they were not compensated any wages, in violation of Labor Code §§1194, 1197, and the Wage Orders.

126. **Failure to Pay Overtime Wages For Overtime Hours Worked and/or Failure to Properly Pay Overtime Rate of Pay Due to Employer’s Failure to Include Remuneration When Calculating Regular Rate of Pay for Purposes of Paying Overtime Wages:** Defendants employed many of their employees, including Plaintiff, as non-exempt, hourly employees. In California, an

1 employer is required to pay hourly employees for all “hours worked,” which includes all time that an
2 employee is under control of the employer and all time the employee is suffered and permitted to
3 work. This includes the time an employee spends, either directly or indirectly, performing services
4 that inure to the benefit of the employer. Labor Code §§510 and 1194 require an employer to
5 compensate employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40
6 hours in a workweek, and on any seventh consecutive day of work in a workweek. Any work in excess
7 of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first
8 eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate
9 of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of
10 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
11 an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
12 be compensated at the rate of no less than twice the regular rate of pay of an employee. (Lab. Code
13 §510.)

14 127. In this case, Defendants maintained a policy, practice, and/or procedure whereby
15 Defendant “rounded down” or “shaved down” Plaintiff’s and Aggrieved Employees total daily hours
16 worked at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of
17 Defendants. This resulted in Plaintiff and aggrieved employees working time for which they were not
18 compensated any wages, in violation of Labor Code §510, and the Wage Orders.

19 128. Additionally, Plaintiff along with other Aggrieved Employees earned additional bonus
20 compensation, commissions, and/or incentives as part of their wages. And when Defendants did pay
21 overtime wages to Plaintiff and Aggrieved Employees, Defendant failed to pay the overtime wages
22 at the proper overtime rate of pay due to Defendant’s failure to include all remuneration when
23 calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or
24 procedure that entirely excluded additional remuneration Plaintiff and Aggrieved Employees earned
25 including, but not limited to, bonus compensation, commissions, and/or incentives when calculating
26 Plaintiff and Aggrieved Employees’ regular rate of pay for the purpose of paying overtime. As a
27 result, Plaintiff is informed and believes that Defendants failed to pay her and Plaintiff and Aggrieved
28 Employees for all overtime hours worked and failed to pay overtime wages at their proper overtime

1 rate of pay.

2 129. **Failure to Pay Hourly Non-Exempt Employees Wages to Compensate Them for**
3 **Workdays Defendants Failed to Provide Required Meal Periods:** California law requires an
4 employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes
5 in which the employee is relieved of all duties and the employer relinquishes control over the
6 employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§226.7, 512; Wage
7 Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer
8 may not employ an employee for a work period of more than 10 hours per day without providing the
9 employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh
10 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
11 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
12 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
13 of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods. If an
14 employer fails to provide an employee a meal period in accordance with the law, the employer must
15 pay the employee one hour of pay at the employee's regular rate of pay for each workday that a legally
16 required meal period was not timely provided or was not duty-free. *Id.*

17 130. During the years prior to the filing of the complaint, Plaintiff and Aggrieved
18 Employees regularly worked shifts of more than 5 hours in length. Nevertheless, Plaintiff and
19 Aggrieved Employees were not given an uninterrupted 30-minute meal break for every five hours of
20 work because Defendants' systematic company policy pressured and/or required employees to work
21 without receiving meal periods, or the meal breaks were interrupted, untimely, taken while working,
22 and/or were shorter than 30 minutes. At times, Plaintiff and California non-exempt employees would
23 work in excess of 10 hours which would entitled them to a second meal period before the 10th hour
24 of work. Defendants did not provide Plaintiff and California non-exempt employees with a second
25 meal period when they worked in excess of 10 hours.

26 131. Further, Defendants did not have a procedure in place to pay Plaintiff and Aggrieved
27 Employees a premium wage for their missed meal periods when they did not receive a second meal
28 period. Accordingly, Defendants did not pay Plaintiff and Aggrieved Employees a premium wage

1 when they did not receive a second meal period. Defendants also failed to pay Plaintiff and Aggrieved
2 Employees one hour of pay at their regular rate of pay for each workday Plaintiff and Aggrieved
3 Employees did not receive all legally compliant meal periods. Defendants lacked a policy and
4 procedure for compensating Plaintiff and Aggrieved Employees with premium wages when they did
5 not receive all legally required meal periods in a legally compliant manner. These practices and
6 procedures resulted in Plaintiff and Aggrieved Employees not receiving wages to compensate them
7 for workdays which Defendants did not provide them with legally compliant meal periods in
8 compliance with California law.

9 132. Additionally, Plaintiff along with other Aggrieved Employees earned additional bonus
10 compensation, commissions, and/or incentives as part of their wages. And when Defendants did pay
11 meal period premium wages to Plaintiff and Aggrieved Employees for missed, short, late and/or
12 interrupted meal periods, Defendant failed to pay the meal period premium wages at the proper rate
13 of pay due to Defendant's failure to include all remuneration when calculating the meal period
14 premium rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure that
15 entirely excluded additional remuneration Plaintiff and Aggrieved Employees earned including, but
16 not limited to, bonus compensation, commissions, and/or incentives when calculating Plaintiff and
17 Aggrieved Employees' meal premium regular rate of pay. As a result, Plaintiff is informed and
18 believes that Defendants failed to pay her and Aggrieved Employees proper meal period premiums
19 for late, short, missed, and/or interrupted meal periods.

20 133. **Failure to Pay Hourly Employees Wages to Compensate Them for Workdays**
21 **Defendants Failed to Provide Required Rest Periods:** Defendants often employed hourly
22 employees, including the named Plaintiff and Aggrieved Employees, for shifts at least three and one-
23 half (3.5) hours in length. California law states that "[e]very employer shall authorize and permit all
24 employees to take rest periods, which insofar as practicable shall be in the middle of each work period.
25 The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
26 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
27 an employee a rest period in accordance with the applicable provisions of this order, the employer
28 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each

workday that the rest period is not provided.” (Wage Orders, subd. 12; see Lab. Code §226.7.) Under California law, “[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1029; Lab. Code §226.7; Wage Orders, subd. 12.) Rest periods must be in the middle of each work period. (Wage Orders, subd. 12.) If an employer fails to provide an employee a timely and legally compliant rest period, the employer must pay the employee one hour of pay at the employee’s regular rate of compensation for each work day that a legally required meal period was not provided or was not duty free. (*Id.*)

134. Despite that California law requires employers to provide employees with one 10-minute rest break when an employee’s work shift is in excess of 3.5 hours, a second 10 minute rest break when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10 hours, Defendants regularly failed to do so. As a result, Plaintiff and Aggrieved Employees did not receive legally compliant rest periods as they were untimely, on-duty, or were not taken at all. Defendants also failed to pay employees one hour of pay at their regular rate of pay for each workday. Plaintiff and Aggrieved Employees did not receive all timely and legally compliant rest periods. This practice resulted in Plaintiff and Aggrieved Employees not receiving wages to compensate them for workdays which Defendants did not provide them with rest periods in compliance with California law.

135. **Failure to Timely Pay Earned Wages During Employment:** In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d). Plaintiff maintains that Defendants failed to timely pay Plaintiff and Aggrieved Employees in violation of

1 Labor Code §204.

2 136. **Vacation/PTO Wages:** During the applicable statutory period, Defendants
3 consistently failed to pay upon either termination or resignation Plaintiff and Aggrieved Employees
4 their vested and accrued vacation and/or paid time off wages.

5 137. **Failure to Pay California Employees All Wages Due at Time of**
6 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
7 employee's employment ends. The wages are due immediately upon termination (Labor Code §201)
8 or within 72 hours of resignation (Labor Code §202). Because Defendants failed to pay Plaintiff and
9 Aggrieved Employees all their earned wages (including minimum wages, overtime wages, proper
10 overtime wages to include additional remuneration, unpaid meal and rest period premium wages),
11 Defendants failed to pay Plaintiff and Aggrieved Employees timely after each employee's termination
12 and/or resignation.

13 138. **Pay Stub Violations:** Labor Code §226(a) provides (inter alia) that, upon paying an
14 employee his or her wages, the employer must "furnish each of his or her employees ... an itemized
15 statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, except
16 for any employee whose compensation is solely based on a salary and who is exempt from payment
17 of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
18 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
19 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
20 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
21 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
22 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
23 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
24 at each hourly rate by the employee."

25 139. Defendants failed to provide accurate and complete wage statements to Plaintiff and
26 Aggrieved Employees. Defendants provided to employees wage statements which were inadequate
27 as a result of the aforementioned conduct (i.e., failure to pay all minimum wage and overtime for all
28 hours worked and failure to pay meal and rest period premiums), the wage statements inaccurately

1 stated: the gross wages earned, total hours worked by the employee, the net wages earned, and
2 applicable hourly rates in effect in a pay period with corresponding number of hours worked.
3 Defendants applied these policies and procedures to Plaintiff and Aggrieved Employees which
4 resulted in Defendants failing to provide complete and accurate wage statements to non-exempt
5 employees in compliance with Labor Code §226, subdivision (a).

6 140. Labor Code §2699, subdivisions (a) and (g) authorize an aggrieved employee, on
7 behalf of herself or herself and other current or former employees, to bring a civil action to recover
8 civil penalties against all Defendants pursuant to the procedures specified in Labor Code §2699.3.

9 141. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
10 §2699.3. Plaintiff filed notice with the LWDA on August 2, 2024, and provided notice to Defendants
11 by certified mail which provided notice of the specific provisions of the Labor Code alleged to have
12 been violated, including the facts and theories to support the alleged violations.

13 142. Pursuant to Labor Code §2699.3, the LWDA must give written notice by certified mail
14 to the parties that it intends to investigate the alleged violations of the Labor Code within 65 days of
15 the date of the complainant's written notice and/or Defendants may attempt to cure for certain
16 violations. The LWDA failed to provide the parties notice within 65 days of the date of Plaintiff's
17 letter that the LWDA intends to investigate Plaintiff's claims and/or Defendants failed to cure any of
18 the alleged violations which could have been cured.

19 143. Pursuant to Labor Code §2699(a) and (f), Plaintiff seeks, within the one year prior to
20 the mailing of the LWDA letter, civil penalties for Defendants' violations of Labor Code §201, 202,
21 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198, in the following
22 amounts:

23 a. For violations of Labor Code §§201, 202, 203, 226.7, 1197, and 1198; one
24 hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred
25 dollars (\$200) for each employee per pay period for each subsequent violation [penalty amounts
26 established by Labor Code §2699(f)(2)].

27 b. For violations of Labor Code §226, subd. (a), two hundred fifty dollars (\$250)
28 for each employee for each pay period for the initial violation, and for each subsequent violation, one

1 thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
2 established by Labor Code §226.3].

3 c. For violations of Labor Code §226, subd. (a), seven hundred fifty dollars
4 (\$750) for each employee [penalty amounts established by Labor Code §226, subd. (f)]

5 d. For violations of Labor Code §§510, 512, and 1194, fifty dollars (\$50) for each
6 employee for each pay period for the initial violation, and for each subsequent violation, one hundred
7 dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by
8 Labor Code §558]

9 144. Pursuant to Labor Code §2699(g), Plaintiff is entitled to an award of reasonable
10 attorney's fees and costs in connection with her claims for civil penalties.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE**
13 **SIMILARLY-SITUATED, PRAYS AS FOLLOWS:**

14 **ON ALL CAUSES OF ACTION**

15 1. That the Court determine that this action may be maintained as a class action (for the
16 entire California Class and/or any and all of the specified sub-classes) pursuant to California Code of
17 Civil Procedure section 382 and any other applicable law;

18 2. That the named Plaintiff be designated as class representative for the California Class
19 (and all sub-classes thereof);

20 3. A declaratory judgment that the practices complained herein are unlawful; and,

21 4. An injunction against Defendants enjoining them, and any and all persons acting in
22 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
23 herein.

24 **ON THE FIRST CAUSE OF ACTION**

25 1. That Defendants be found to have violated the minimum wage provisions of the
26 California Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

27 2. For damages, according to proof, including but not necessarily limited to unpaid
28 wages;

3. For any and all legally applicable penalties;
4. For liquidated damages pursuant to California Labor Code section 1194.2;
5. For pre-judgment interest, including but not limited to that recoverable under California Labor Code section 1194, and post-judgment interest;
6. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code section 1194;
7. For pre-judgment interest, including but not limited to that recoverable under California Labor Code section 218.6, and post-judgment interest; and,
8. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SECOND CAUSE OF ACTION

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Overtime Class;
2. For damages, according to proof, including but not limited to unpaid wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION

1. That Defendants be found to have violated the meal period provisions of the California Labor Code and the Wage Order as to Plaintiff and the Meal Period Class;
2. For damages, according to proof, including unpaid premium wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under California Labor Code section 218.6, and post-judgment interest; and

1 5. For such and other further relief, in law and/or equity, as the Court deems just or
2 appropriate.

3 **ON THE FOURTH CAUSE OF ACTION**

4 1. That Defendants be found to have violated the rest period provisions of the California
5 Labor Code and the Wage Order as to Plaintiff and the Rest Period Class;

6 2. For damages, according to proof, including unpaid premium wages;

7 3. For any and all legally applicable penalties;

8 4. For pre-judgment interest, including but not limited to that recoverable under
9 California Labor Code section 218.6, and post-judgment interest; and

10 5. For such and other further relief, in law and/or equity, as the Court deems just or
11 appropriate.

12 **ON THE FIFTH CAUSE OF ACTION**

13 1. That Defendants be found to have violated the vested vacation/PTO wages provisions
14 of the California Labor Code as to Plaintiff and the Vacation Wages Class;

15 2. For damages, according to proof, including unpaid wages;

16 3. For any and all legally applicable penalties;

17 4. For pre-judgment interest, including but not limited to that recoverable under
18 California Labor Code section 218.6, and post-judgment interest; and

19 5. For such and other further relief, in law and/or equity, as the Court deems just or
20 appropriate.

21 **ON THE SIXTH CAUSE OF ACTION**

22 1. That Defendants be found to have violated Labor Code 204 as to Plaintiff and the Pay
23 Day Class;

24 2. For damages, according to proof;

25 3. For any and all legally applicable penalties, including but not limited to those
26 recoverable pursuant to Labor Code section 210(a);

27 4. For pre-judgment interest, including but not limited to that recoverable under Labor
28 Code section 218.6, and post-judgment interest; and

1 5. For such other further relief, in law and/or equity, as the Court deems just or
2 appropriate.

3 **ON THE SEVENTH CAUSE OF ACTION**

4 1. That Defendants be found to have violated the provisions of the California Labor Code
5 regarding payment of all unpaid wages due upon resignation or termination as to the Waiting Time
6 Class;

7 2. For damages and/or penalties, according to proof, including damages and/or statutory
8 penalties under California Labor Code section 203 and any other legally applicable damages or
9 penalties;

10 3. For pre-judgment interest, including under California Labor Code section 218.6, and
11 post-judgment interest; and,

12 4. For such and other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE EIGHTH CAUSE OF ACTION**

15 1. That Defendants be found to have violated the provisions of the California Labor Code
16 regarding proper itemized paystubs as to the Wage Statement Class.

17 2. For damages and/or penalties, according to proof, including damages and/or statutory
18 penalties under California Labor Code section 226€ and any other legally applicable damages or
19 penalties;

20 3. For pre-judgment interest and post-judgment interest; and,

21 4. For attorneys' fees and costs of suit, including but not limited to that recoverable under
22 California Labor Code section 226(e); and,

23 5. For such and other further relief, in law and/or equity, as the Court deems just or
24 appropriate.

25 **ON THE NINTH CAUSE OF ACTION**

26 1. That Defendants be found to have violated California Business and Professions Code
27 section 17200, *et seq.*, for the conduct alleged herein as to all Classes;

28 2. A declaratory judgment that the practices complained herein are unlawful;

3. An injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein;

4. For restitution to the full extent permitted by law; and,

5. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE TENTH CAUSE OF ACTION

1. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and current and former employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to that recoverable under Labor Code, including but not limited to §§2699(f), 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1198, 1174(d), 1174.5;

3. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code §2699(g); and,

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: October 22, 2024

Respectfully submitted,
E&L, LLP



By: _____

David Lavi, Esq.
Arie Ebrahimiyan, Esq.
Attorneys for PLAINTIFF MICHAEL CANEDOS,
on behalf of himself and others similarly situated and
current and former aggrieved employees

DEMAND FOR JURY TRIAL

PLAINTIFF MICHAEL CANEDOS demands a trial by jury for himself and the California Class on all claims so triable.

Dated: October 22, 2024

Respectfully submitted,
E&L, LLP

A handwritten signature in blue ink, appearing to be "David Lavi", written over a horizontal line.

By: _____
David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for PLAINTIFF MICHAEL CANEDOS,
on behalf of himself and others similarly situated and
current and former aggrieved employees