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Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
10/11/2024 9:10 AM
By: Makeda Joyeux, DEPUTY

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

RAYMOND VEGAS, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

THE WILLIAM WARREN GROUP, INC.,
a California corporation; WILLIAM
WARREN PROPERTIES, INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVRS2400538

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.***

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*

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- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Raymond Vegas, individually and on behalf of all other members of the
2 public similarly situated, and as an aggrieved employee and on behalf of all aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

form a significant basis for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years on behalf of the same proposed class against Defendants asserting the same or similar factual allegations.

3. Venue is proper in this Court, because Defendants employ persons within the County of San Bernardino, and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least three (3) locations within the County of San Bernardino, including Defendants' locations in Rancho Cucamonga (9419 Hampshire Street, Rancho Cucamonga, California 91730; 11998 Arrow Route, Rancho Cucamonga, California 91739) and Loma Linda (11105 Mountain View Avenue, Loma Linda, California 92354). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Bernardino County and Plaintiff could bring this action to recover penalties in San Bernardino County, venue is proper.

THE PARTIES

4. Plaintiff Raymond Vegas is a resident of Hayward, in Alameda County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately September 2023 to January 2024. Plaintiff worked for Defendants as an Assistant Manager at their location in Hayward, California. During his employment, Plaintiff typically worked eight (8) hours or more per day and five (5) days or more per week. Plaintiff's primary job duties included, without limitation, maintaining the storage facility, cleaning out storage units, performing repairs, and assisting customers with storage contracts and payment transactions.

5. THE WILLIAM WARREN GROUP, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

1 6. WILLIAM WARREN PROPERTIES, INC. was and is, upon information and
2 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
3 employees are engaged throughout this county and the State of California.

4 7. Plaintiff is unaware of the true names or capacities of the Defendants sued
5 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
6 amend the complaint and serve such fictitiously named Defendants once their names and
7 capacities become known.

8 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
9 were the partners, agents, owners, or managers of THE WILLIAM WARREN GROUP, INC.
10 and WILLIAM WARREN PROPERTIES, INC. at all relevant times.

11 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the
12 acts and omissions alleged herein was performed by, or is attributable to, THE WILLIAM
13 WARREN GROUP, INC.; WILLIAM WARREN PROPERTIES, INC.; and/or DOES 1
14 through 10 (collectively, “Defendants” or “WWG”), each acting as the agent, employee, alter
15 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
16 was acting within the course and scope of such agency, employment, joint venture, or
17 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
18 Defendants were in accordance with, and represent, the official policy of Defendants.

19 10. At all relevant times, Defendants, and each of them, ratified each and every act
20 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
21 and abetted the acts and omissions of each and all the other Defendants in proximately causing
22 the damages herein alleged.

23 11. Plaintiff is informed and believes, and thereon alleges, that each of said
24 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
25 omissions, occurrences, and transactions alleged herein.

26 12. Under California law, Defendants are jointly and severally liable as employers
27 for the violations alleged herein because they have each exercised sufficient control over the
28 wages, hours, working conditions, and employment status of Plaintiff and class members.

Each Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff and class members to work and/or “engaged” Plaintiff and class members so as to create a common-law employment relationship. As joint employers of Plaintiff and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiff and class members under the law.

13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiff and class members;
- (b) jointly exercised meaningful control over Plaintiff’s and class members’ wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;
- (c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants’ businesses; and
- (d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

1 15. THE WILLIAM WARREN GROUP, INC.; WILLIAM WARREN
2 PROPERTIES, INC.; and DOES 1 through 10 are therefore alter egos of each other.

3 16. Adherence to the fiction of the separate existence of Defendants would permit
4 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
5 from liability for the wrongful acts committed by them under the name WWG.

6 17. Plaintiff further alleges, upon information and belief, that Defendants THE
7 WILLIAM WARREN GROUP, INC. and WILLIAM WARREN PROPERTIES, INC. are
8 alter egos of each other for the following reasons:

- 9 (a) On the California Secretary of State’s website
10 (https://bizfileonline.sos.ca.gov/), THE WILLIAM WARREN GROUP,
11 INC. and WILLIAM WARREN PROPERTIES, INC.; share the same
12 mailing address, “P.O. BOX 2034, Santa Monica, CA 90406”; and
13 (b) On information and belief, THE WILLIAM WARREN GROUP, INC.
14 and WILLIAM WARREN PROPERTIES, INC utilize the same
15 standardized employment forms and issue the same employment
16 policies.

17 **GENERAL ALLEGATIONS**

18 18. Defendants are a privately held, entrepreneurial self-storage development,
19 acquisition, property, and asset management company. Defendants operate over 250
20 Storquest Self Storage locations throughout the United States, including approximately 83
21 locations in California. Upon information and belief, Defendants maintain a single,
22 centralized Human Resources (“HR”) department at their company headquarters in Santa
23 Monica, California, which is responsible for the recruiting and hiring of new employees, and
24 communicating and implementing Defendants’ company-wide policies, including timekeeping
25 policies and meal and rest period policies, to employees throughout California.

26 19. In particular, Plaintiff and class members, on information and belief, received
27 the same standardized documents and/or written policies. Upon information and belief, the
28 usage of standardized documents and/or written policies, including new-hire documents,

1 indicate that Defendants dictated policies at the corporate level and implemented them
2 company-wide, regardless of their employees' assigned locations or positions. Upon
3 information and belief, Defendants set forth uniform policies and procedures in several
4 documents provided at an employee's time of hire.

5 20. Upon information and belief, Defendants maintain a centralized Payroll
6 department at their company headquarters in Santa Monica, California, which processes
7 payroll for all non-exempt, hourly paid employees working for Defendants at their various
8 locations in California, including Plaintiff and class members. Based upon information and
9 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
10 employees in California, irrespective of their work locations. Upon information and belief,
11 Defendants process payroll for departing employees in the same manner throughout the State
12 of California, regardless of the manner in which each employee's employment ends.

13 21. Defendants continue to employ non-exempt or hourly paid employees in
14 California.

15 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
17 and advisors knowledgeable about California labor and wage law, employment and personnel
18 practices, and about the requirements of California law.

19 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
20 members were not paid for all hours worked because all hours worked were not recorded.

21 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive certain wages for
23 overtime compensation and that they were not receiving certain wages for overtime
24 compensation.

25 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to receive at least minimum
27 wages for compensation and that they were not receiving at least minimum wages for work
28 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff

1 and class members were not paid at least minimum wages for work done off-the-clock.

2 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to meal periods in
4 accordance with the California Labor Code and applicable IWC Wage Order or payment of
5 one (1) additional hour of pay at their regular rates of pay when they were not provided with
6 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
7 were not provided with all meal periods or payment of one (1) additional hour of pay at their
8 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
9 period.

10 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to rest periods in
12 accordance with the California Labor Code and applicable IWC Wage Order or payment of
13 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
14 permitted to take a compliant rest period and that Plaintiff and class members were not
15 authorized and permitted to take compliant rest periods or provided with payment of one (1)
16 additional hour of pay at their regular rates of pay when they were not authorized and
17 permitted to take a compliant rest period.

18 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to receive complete and
20 accurate wage statements in accordance with California law. In violation of the California
21 Labor Code, Plaintiff and class members were not provided complete and accurate wage
22 statements.

23 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that they had a duty to maintain accurate and complete payroll records in
25 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
26 knowingly, and intentionally failed to do so.

27 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to timely payment of all

1 wages earned upon termination of employment. In violation of the California Labor Code,
2 Plaintiff and class members did not receive payment of all wages due, including, but not
3 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
4 permissible time periods.

5 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to timely payment of wages
7 during their employment. In violation of the California Labor Code, Plaintiff and class
8 members did not receive payment of all wages, including, but not limited to, overtime wages,
9 minimum wages, and/or meal and rest period premiums, within permissible time periods.

10 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive full
12 reimbursement for all business-related expenses and costs they incurred during the course and
13 scope of their employment and that they did not receive full reimbursement of applicable
14 business-related expenses and costs incurred.

15 33. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that they had a duty to compensate
17 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
18 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
19 falsely represented to Plaintiff and class members that they were properly denied wages, all in
20 order to increase Defendants' profits.

21 **PAGA REPRESENTATIVE ALLEGATIONS**

22 34. At all times herein set forth, PAGA provides that any provision of law under
23 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
24 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
25 violations of the California Labor Code and applicable IWC Wage Order may, as an
26 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
27 themselves and other current or former employees pursuant to procedures outlined in
28 California Labor Code section 2699.3.

1 35. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
2 “any person who was employed by the alleged violator and personally suffered each of the
3 violations alleged.”

4 36. Plaintiff and other current and former employees of Defendants are “aggrieved
5 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
6 current or former employees and each of the alleged violations were committed against them.

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

10 (a) The aggrieved employee or representative shall give written notice by
11 online filing with the LWDA and by certified mail to the employer of
12 the specific provisions of the California Labor Code alleged to have
13 been violated, including the facts and theories to support the alleged
14 violation.

15 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
16 2699.3(a) and any employer response to that notice shall be
17 accompanied by a filing fee of seventy-five dollars (\$75).

18 (c) The LWDA shall notify the employer and the aggrieved employee or
19 representative by certified mail that it does not intend to investigate the
20 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
21 the postmark date of the aggrieved employee’s notice. Upon receipt of
22 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
23 (65) calendar days of the postmark date of the aggrieved employee’s
24 notice, the aggrieved employee may commence a civil action pursuant
25 to California Labor Code section 2699 to recover civil penalties.

26 38. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
27 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
28 provision other than those listed in Section 2699.5 after the following requirements have been

met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

39. On August 5, 2024, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1043753-24. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

40. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it

intends to investigate Plaintiff's claims and Defendants have not cured the violations.

41. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

42. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

43. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

44. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

45. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

46. Plaintiff brings this action on his own behalf, as well as on behalf of each and

1 all other persons similarly situated, and thus seeks class certification under California Code of
2 Civil Procedure section 382.

3 47. All claims alleged herein arise under California law for which Plaintiff seeks
4 relief authorized by California law.

5 48. Plaintiff's proposed class consists of and is defined as follows:

6 All persons who worked for Defendants as non-exempt, hourly
7 paid employees in California, from April 12, 2021, until the date
of trial ("Class").

8 49. Plaintiff's proposed subclass consists of and is defined as follows:

9 All persons who worked for Defendants as non-exempt, hourly
10 paid employees in California and who received at least one wage
11 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

12 50. Members of the Class and Subclass are referred to herein as "class members."

13 51. Plaintiff reserves the right to redefine the Class and Subclass and to add
14 additional subclasses as appropriate based on further investigation, discovery, and specific
15 theories of liability.

16 52. There are common questions of law and fact as to class members that
17 predominate over questions affecting only individual members, including, but not limited to:

- 18 (a) Whether Defendants required Plaintiff and class members to work over
19 eight (8) hours per day, over twelve (12) hours per day, or over forty
20 (40) hours per week and failed to pay all legally required overtime
21 compensation to Plaintiff and class members;
- 22 (b) Whether Defendants failed to pay Plaintiff and class members at least
23 minimum wages for all hours worked;
- 24 (c) Whether Defendants failed to provide Plaintiff and class members with
25 meal periods;
- 26 (d) Whether Defendants failed to authorize and permit Plaintiff and class
27 members to take rest periods;
- 28 (e) Whether Defendants provided Plaintiff and class members with

complete and accurate wage statements as required by California Labor Code section 226(a);

(f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);

(g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;

(h) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;

(i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

(j) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

(k) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

53. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-

1 defined community of interest, and Plaintiff's claims (or defenses, if
2 any) are typical of all class members as demonstrated herein.

3 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
4 protect the interests of each class member with whom he has a well-
5 defined community of interest and typicality of claims, as demonstrated
6 herein. Plaintiff acknowledges that he has an obligation to make known
7 to the Court any relationship, conflicts or differences with any class
8 member. Plaintiff's attorneys, the proposed class counsel, are versed in
9 the rules governing class action discovery, certification, and settlement.
10 Plaintiff has incurred, and throughout the duration of this action, will
11 continue to incur costs and attorneys' fees that have been, are, and will
12 be necessarily expended for the prosecution of this action for the
13 substantial benefit of each class member.

14 (d) Superiority: The nature of this action makes the use of class action
15 adjudication superior to other methods. A class action will achieve
16 economies of time, effort, and expense as compared with separate
17 lawsuits, and will avoid inconsistent outcomes because the same issues
18 can be adjudicated in the same manner and at the same time for the
19 entire class.

20 (e) Public Policy Considerations: Employers in the State of California
21 violate employment and labor laws every day. Current employees are
22 often afraid to assert their rights out of fear of direct or indirect
23 retaliation. Former employees are fearful of bringing actions because
24 they believe their former employers might damage their future
25 endeavors through negative references and/or other means. Class
26 actions provide the class members who are not named in the complaint
27 with a type of anonymity that allows for the vindication of their rights
28 while simultaneously protecting their privacy.

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

3 **(Against all Defendants)**

4 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 55. Labor Code section 1198 makes it illegal to employ an employee under
7 conditions of labor that are prohibited by the applicable wage order. California Labor Code
8 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
9 be the . . . standard conditions of labor for employees. The employment of any employee . . .
10 under conditions of labor prohibited by the order is unlawful.”

11 56. California Labor Code section 1198 and the applicable IWC Wage Order
12 provide that it is unlawful to employ persons without compensating them at a rate of pay
13 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
14 number of hours worked by the person on a daily or weekly basis.

15 57. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and class members working more than eight (8) hours in a day
17 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
18 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
19 workweek.

20 58. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
22 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
23 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
24 employee, including nondiscretionary bonuses and incentive pay.

25 59. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

3 60. During the relevant time period, Defendants willfully failed to pay all overtime
4 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
5 class members were not paid overtime premiums for all of the hours they worked in excess of
6 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
7 hours in a week, because all hours worked were not recorded.

8 61. During the relevant time period, Defendants had, and continue to have, a
9 company-wide policy and/or practice of requiring Plaintiff and class members to perform
10 work off-the-clock before and after their scheduled shifts. For example, Plaintiff was required
11 to perform opening and closing duties before and after clocking in or out for his shifts,
12 including unlocking or locking doors, and deactivating or activating the security alarm, which
13 would take at least a few minutes, each instance. Moreover, approximately once per week,
14 Plaintiff was required to prepare the dumpster for garbage pick-up before clocking in for his
15 shift, which would take up to 20 minutes each instance. Further, upon entering the premises
16 and before clocking in for their shifts, Plaintiff and class members were required to
17 immediately attend to waiting customers requesting assistance. For example, when Plaintiff
18 arrived at Defendants' location at the start of his shift, he was required to assist customers
19 who were already waiting at the facility who wanted to make payments or complete other
20 transactions or who were locked out of their storage units, which could take up to 15 minutes
21 before he was able to clock in for his shift.

22 62. However, it was not possible for Plaintiff and class members to complete these
23 tasks on-the-clock because, on information and belief, Defendants' timekeeping system (a
24 mobile application called Paylocity) is programmed with a geolocation-based fencing function
25 and/or a photo capture function that prevents employees from being able to clock in or clock
26 out when they are outside of a designated area. For example, Plaintiff was restricted from
27 clocking in on the Paylocity app unless he was physically located within Defendants'
28 designated virtual perimeter inside the office area of Defendants' facility, which, as explained

1 above, resulted in Plaintiff and class members performing some of their duties off-the-clock.
2 Moreover, Defendants' timekeeping software often malfunctioned or had connectivity issues,
3 which impeded Plaintiff and class members from accurately recording their hours worked. As
4 a result, Plaintiff and class members could not always accurately clock in or clock out with the
5 Paylocity app and, on information and belief, were subject to Defendants' management
6 altering their time records or failing to accurately record their hours worked. Essentially, due
7 to the limitations of the timekeeping application, Defendants' management maintained control
8 and/or discretion over employees' clock-in and/or clock-out times. Thus, Defendants failed to
9 track this time spent working before and after shifts, and Plaintiff and class members received
10 no compensation for this time.

11 63. Furthermore, Defendants had, and continue to have, a company-wide policy of
12 discouraging and impeding Plaintiff and class members from recording hours worked that
13 were outside of their scheduled shifts in order to limit the amount of overtime employees
14 could accrue. This policy of limiting overtime, coupled with Defendants' understaffing and
15 assignment of heavy workloads (*see infra*), led Plaintiff and class members to work off-the-
16 clock after their scheduled shifts. For example, three (3) times per week, Plaintiff continued
17 working past his scheduled shift end-time to complete work duties, such as preparing storage
18 rental units, closing the cash register, and logging checks. Moreover, Plaintiff and class
19 members were required to complete mandatory online training sessions from home outside
20 their scheduled shifts or on off-days, because Defendants did not provide them with time to
21 complete the training sessions during their shifts. This off-the-clock work could have been
22 recorded by Defendants, but they refused to do so to avoid payment of additional wages to
23 Plaintiff and class members.

24 64. Defendants knew or should have known that as a result of these company-wide
25 practices and/or policies, Plaintiff and class members were performing their assigned duties
26 off-the-clock before and after their shifts, and were suffered or permitted to perform work for
27 which they were not paid. Because Plaintiff and class members worked shifts of eight (8)
28 hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work

1 qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid
2 overtime wages for all of the overtime hours they actually worked.

3 65. Defendants' failure to pay Plaintiff and class members the balance of overtime
4 compensation as required by California law, violates the provisions of California Labor Code
5 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
6 members are entitled to recover from Defendants their unpaid overtime compensation, as well
7 as interest, costs, and attorneys' fees.

8 **SECOND CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 10 **Minimum Wages** 11 **(Against all Defendants)**

12 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 67. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
15 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
16 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
17 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the
18 time during which an employee is subject to the control of an employer, and includes all the
19 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
20 Code Regs. Tit. 8, § 11050(2)(L) (defining "Hours Worked").

21 68. As set forth above, Defendants had a company-wide policy and/or practice
22 requiring Plaintiff and class members to perform work-related tasks while off-the-clock before
23 and after their shifts. For example, Defendants required Plaintiff and class members to
24 perform tasks such as opening and closing the facilities and immediately attending to waiting
25 customers. However, Defendants' mobile timekeeping system prevented employees from
26 accurately recording their hours worked due to geofencing restrictions and frequent
27 malfunctions and, on information and belief, Plaintiff and class members were subject to
28 Defendants' management altering their time records or failing to accurately record their hours

1 worked. As also stated, because Defendants discouraged and impeded Plaintiff and class
2 members from recording hours worked that were outside of their scheduled shifts, Plaintiff
3 and class members were required to work off-the-clock, including preparing storage rental
4 units, closing the cash registers, logging checks, and completing mandatory online training
5 sessions. Defendants failed to track all of this time Plaintiff and class members spent working
6 off-the-clock, and thus, Plaintiff and class members received no compensation for this time.

7 69. Defendants did not pay minimum wages for all hours worked by Plaintiff and
8 class members. To the extent that these off-the-clock hours did not qualify for overtime
9 premium payment, Defendants did not pay at least minimum wages for those hours worked
10 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
11 1198.

12 70. Defendants' failure to pay Plaintiff and class members minimum wages violates
13 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
14 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
15 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
16 interest thereon.

17 **THIRD CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 19 **Violations** 20 **(Against all Defendants)**

21 71. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
22 and every allegation set forth above.

23 72. At all relevant times herein set forth, California Labor Code section 512(a)
24 provides that an employer may not require, cause, or permit an employee to work for a period
25 of more than five (5) hours per day without providing the employee with a meal period of not
26 less than thirty (30) minutes, except that if the total work period per day of the employee is
27 not more than six (6) hours, the meal period may be waived by mutual consent of both the
28 employer and the employee. Under California law, first meal periods must start after no more

1 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

2 73. At all relevant times herein set forth, California Labor Code sections 226.7,
3 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
4 meal period mandated by an applicable order of the IWC.

5 74. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
6 and the applicable IWC Wage Order also require employers to provide a second meal period
7 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
8 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
9 total hours worked is no more than twelve (12) hours, the second meal period may be waived
10 by mutual consent of the employer and the employee only if the first meal period was not
11 waived.

12 75. During the relevant period, Defendants had, and continue to have, a company-
13 wide policy and/or practice of staffing their locations based on labor hours allocated by each
14 location's labor or payroll budget set by corporate. Defendants' uniform use of labor budgets
15 resulted in understaffing, such that there were too few employees on duty to handle the
16 workload and attend to customers. Because Defendants did not employ or staff a sufficient
17 number of employees to meet customer demand, there was no one available to relieve
18 employees needing meal period coverage, and Plaintiff and class members were not always
19 afforded timely, uninterrupted meal periods to which they were entitled. Moreover,
20 Defendants had a company-wide practice of failing to schedule meal periods, which further
21 caused Plaintiff and class members to not be relieved of their duties for compliant meal
22 periods. As a result, Plaintiff and class members were forced to work in excess of five (5)
23 hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their
24 meal periods altogether. For example, Plaintiff took his meal periods late, after having
25 worked in excess of five (5) hours into his shift, in order to assist customers with opening or
26 clearing out storage units.

27 76. Moreover, on information and belief, because Defendants frowned upon
28 employees accruing meal period penalties, Defendants' management adjusted Plaintiff's and

1 class members' time records to reflect compliant meal periods regardless of whether they had
2 received a compliant meal period or not, in order to strictly limit the meal penalties that
3 Defendants would otherwise owe. Plaintiff and class members did not sign valid meal period
4 waivers on days that they were entitled to meal periods and were not relieved of all duties.

5 77. At all times mentioned herein, Defendants knew or should have known that as a
6 result of their policies, Plaintiff and class members were not actually relieved of all duties to
7 take timely, uninterrupted meal periods. Defendants further knew or should have known that
8 they did not pay Plaintiff and class members all meal period premiums when meal periods
9 were late, interrupted, shortened, and/or missed.

10 78. Furthermore, Defendants engaged in a company-wide practice and/or policy of
11 not paying meal period premiums owed when compliant meal periods are not provided.
12 Because of this practice and/or policy, Plaintiff and class members have not received premium
13 pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to
14 provide Plaintiff and class members compliant meal periods in violation of California Labor
15 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

16 79. Defendants' conduct violates the applicable IWC Wage Order, and California
17 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
18 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
19 rate of compensation for each work day that the meal period was not provided.

20 **FOURTH CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 22 **(Against all Defendants)**

23 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 81. At all relevant times herein set forth, the applicable IWC Wage Order and
26 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
27 members' employment by Defendants.

28 82. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3 ½) hours.

6 83. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest
9 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
10 employer must “relinquish any control over how employees spend their break time, and
11 relieve their employees of all duties—including the obligation that an employee remain on
12 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
13 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
14 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
15 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
16 required rest period was not authorized and permitted.

17 84. During the relevant time period, Defendants regularly failed to authorize and
18 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
19 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
20 use of labor budgeting and/or limited payroll allocation, understaffing, and assigning heavy
21 workloads resulted in a lack of rest period coverage and prevented Plaintiff and class members
22 from being relieved of all duty in order to take their rest periods. Defendants also failed to
23 schedule rest periods, which, coupled with Defendants’ failure to provide adequate rest period
24 coverage, further led to Plaintiff and class members not being authorized and permitted to take
25 compliant rest periods.

26 85. Furthermore, Defendants maintained and implemented a company-wide on-
27 premises rest period policy, which mandated that Plaintiff and class members remain on the
28 premises during their rest periods. Because Plaintiff and class members were restricted from

1 leaving Defendants' premises during rest periods, they were denied the ability to use their rest
2 periods freely for their own purposes, such as completing personal errands. Thus, Defendants
3 effectively maintained control over Plaintiff and class members during rest periods.

4 86. As a result of Defendants' practices and policies, Plaintiff and class members
5 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
6 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff
7 regularly had to forgo his rest periods due to the lack of coverage and would have the few rest
8 periods he was able to take interrupted due to customers needing assistance.

9 87. Defendants have also engaged in a systematic, company-wide practice and/or
10 policy of not paying rest period premiums owed when rest periods are not authorized and
11 permitted. Because of this practice and/or policy, Plaintiff and class members have not
12 received premium pay for all missed rest periods.

13 88. Defendants' conduct violates the applicable IWC Wage Order and California
14 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
15 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
16 compensation for each work day that a compliant rest period was not authorized and
17 permitted.

18 **FIFTH CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 20 **Statements and Failure to Maintain Accurate Payroll Records** 21 **(Against all Defendants)**

22 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 90. At all relevant times herein set forth, California Labor Code section 226(a)
25 provides that every employer shall furnish each of his or her employees an accurate and
26 complete itemized wage statement in writing, including, but not limited to, the name and
27 address of the legal entity that is the employer, the inclusive dates of the pay period, total
28 hours worked, and all applicable rates of pay.

1 91. At all relevant times, Defendants have knowingly and intentionally provided
2 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
3 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
4 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the
5 address of the legal entity that is the employer; and all applicable hourly rates in effect during
6 the pay period, including rates of pay for overtime wages, and the corresponding number of
7 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
8 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

9 92. First, because Defendants did not accurately record the time Plaintiff and
10 Subclass members spent working off-the-clock, Defendants did not list the correct amount of
11 gross wages and net wages earned by Plaintiff and Subclass members in compliance with
12 sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the
13 total number of hours worked by Plaintiff and Subclass members in violation of section
14 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period
15 and corresponding accurate number of work hours worked at each hourly rate in violation of
16 section 226(a)(9).

17 93. Second, and separate from these violations, Defendants issued uniform wage
18 statements to Plaintiff and Subclass members that fail to list the correct address of the legal
19 entity of the actual employer in violation of Labor Code section 226(a)(8). The purpose of
20 section 226(a)(8) is to provide California employees with transparency as to the true identity
21 of their employer, to allow the employee to contact their employer during employment or in
22 the future for various reasons, including filing an administrative claim, judicial claim, or other
23 action to seek relief against their employer, obtain unemployment benefits, etc. During the
24 relevant time period, Defendants systematically, and on a company-wide basis, issued wage
25 statements to Plaintiff and Subclass members that fail to list the employing entity's address.
26 Plaintiff's and class members' wage statements incorrectly list the employer's address as
27 "24801 Industrial Boulevard, Hayward, CA 94545" but, according to the California Secretary
28 of State's website, the correct address is "201 WILSHIRE BLVD STE 102, SANTA

1 MONICA, CA 90401.”

2 94. The wage statement deficiencies also include, without limitation, failing to list
3 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
4 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
5 for which employees were paid; failing to list the name of the employee and only the last four
6 digits of his or her social security number or an employee identification number other than a
7 social security number; failing to list the name of the legal entity that is the employer; and/or
8 failing to state all hours worked as a result of not recording or stating hours worked off-the-
9 clock.

10 95. California Labor Code section 1174(d) provides that “[e]very person employing
11 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
12 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
13 plants or establishments at which employees are employed, payroll records showing the hours
14 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
15 applicable piece rate paid to, employees employed at the respective plants or
16 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
17 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
18 members showing the daily hours they worked and the wages paid thereto as a result of failing
19 to record the off-the-clock hours that they worked.

20 96. California Labor Code section 1198 provides that the maximum hours of work
21 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
22 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
23 employment of any employees for longer hours than those fixed by the order or under
24 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
25 Wage Order, employers are required to keep accurate time records showing when the
26 employee begins and ends each work period. During the relevant time period, Defendants
27 engaged in company-wide practices and/or policies of failing to record actual hours worked,
28 and thereby failed to keep accurate records of work period and meal period start and end times

1 for Plaintiff and Subclass members, in violation of section 1198.

2 97. Plaintiff and Subclass members are entitled to recover from Defendants the
3 greater of their actual damages caused by Defendants' failure to comply with California Labor
4 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
5 employee.

6 **SIXTH CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
8 **Termination**
9 **(Against all Defendants)**

10 98. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

12 99. This cause of action is dependent upon, and wholly derivative of, the overtime
13 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
14 Plaintiff and those class members no longer employed by Defendants upon their termination.

15 100. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
16 that if an employer discharges an employee, the wages earned and unpaid at the time of
17 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
18 her employment, his or her wages shall become due and payable not later than seventy-two
19 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
20 his or her intention to quit, in which case the employee is entitled to his or her wages at the
21 time of quitting.

22 101. Defendants willfully failed to pay Plaintiff and class members who are no
23 longer employed by Defendants the earned and unpaid wages set forth above, including but
24 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
25 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
26 employ.

27 102. Defendants' failure to pay Plaintiff and class members who are no longer
28 employed by Defendants their wages earned and unpaid at the time of discharge, or within

seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

103. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

104. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

105. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

106. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

107. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than

seven (7) calendar days following the close of the payroll period.

108. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

109. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

111. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

112. First, during the relevant time period, Defendants, on a company-wide basis, required that Plaintiff and class members use their own personal mobile devices, including,

1 but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to
2 reimburse them for the costs of their work-related mobile device expenses. For example,
3 Plaintiff used his personal cellular phone to communicate with managers regarding facility
4 maintenance and other work-related tasks. Further, as stated, Defendants required Plaintiff
5 and class members to download and use the mobile application Paylocity to record timeclock
6 entries. Additionally, Plaintiff used his personal cellular phone to complete mandatory
7 training. Although Defendants required Plaintiff and class members to utilize their personal
8 mobile devices and/or mobile data to carry out their work-related responsibilities, Defendants
9 failed to reimburse them for this cost.

10 113. Second, during the relevant time period, Defendants, on a company-wide basis,
11 required that Plaintiff and class members purchase supplies, tools, and/or equipment necessary
12 for the performance of their duties, but failed to reimburse them for their out-of-pocket costs.
13 For example, Plaintiff spent approximately \$20 on light fixtures because Defendants failed to
14 provide him with the necessary supplies, tools, and/or equipment needed to complete his
15 assigned duties. Although Defendants required Plaintiff and class members to purchase
16 supplies to carry out their work-related responsibilities, Defendants failed to reimburse them
17 for their out-of-pocket cost.

18 114. Third, during the relevant time period, Defendants required Plaintiff and class
19 members to wear uniforms bearing the “Storquest” company logo, including shirts. However,
20 Defendants did not provide their employees with sufficient uniforms to wear for their shifts
21 throughout the week. For example, Defendants only provided Plaintiff and class members
22 with three (3) uniform shirts at the time of hire. Because Defendants failed to provide
23 Plaintiff and class members with an adequate number of uniform items in relation to their
24 scheduled shifts and for the tasks they were required to perform, Plaintiff and class members
25 had to wash their uniforms more frequently than they would otherwise do laundry, and incur
26 expenses in doing so. For example, due to the nature of the work he performed, Plaintiff’s
27 uniform items would become stained with grease, soiled, and/or acquire an unpleasant odor,
28 such that Plaintiff had to wash his uniforms more frequently or separately from his regular

1 clothing, thus incurring additional utility and laundry expenses. Thus, Defendants failed to
2 maintain the uniforms they required Plaintiff and class members to wear during their shifts
3 and forced them to incur the cost of maintaining employee uniforms.

4 115. Defendants could have provided Plaintiff and class members with the actual
5 equipment for use on the job, such as company mobile devices and supplies, tools and/or
6 equipment, as well as access to laundering services; or Defendants could have reimbursed
7 employees for the costs of their mobile device usage, supplies, tools and/or equipment, and
8 laundering expenses or provide a uniform allowance. Instead, Defendants passed these
9 operating costs off onto Plaintiff and class members. At all relevant times, Plaintiff did not
10 earn at least two (2) times the minimum wage.

11 116. Defendants' company-wide policy and/or practice of not reimbursing
12 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
13 and class members violates California Labor Code section 2802. Defendants have
14 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
15 business-related expenses and costs.

16 117. Plaintiff and class members are entitled to recover from Defendants their
17 business-related expenses incurred during the course and scope of their employment, plus
18 interest.

19 **NINTH CAUSE OF ACTION**

20 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

21 **(Against all Defendants)**

22 118. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 119. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
25 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
26 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
27 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
28 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,

1 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

2 120. Defendants' conduct, as alleged herein, violates numerous sections of the
3 California Labor Code, including, but not limited to, the following:

- 4 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
5 Wage Order for Defendants' failure to compensate Plaintiff and other
6 aggrieved employees with all required overtime pay, as alleged herein;
- 7 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
8 1198, and the applicable IWC Wage Order for Defendants' failure to
9 compensate Plaintiff and other aggrieved employees with at least
10 minimum wages for all hours worked, as alleged herein;
- 11 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
12 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
13 and other aggrieved employees with meal periods, as alleged herein;
- 14 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
15 applicable IWC Wage Order for Defendants' failure to authorize and
16 permit Plaintiff and other aggrieved employees to take rest periods, as
17 alleged herein;
- 18 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
19 IWC Wage Order for failure to provide accurate and complete wage
20 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 21 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
22 IWC Wage Order for failure to maintain payroll records, as alleged
23 herein;
- 24 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
25 earned wages upon termination, as alleged herein;
- 26 (h) Violation of Labor Code section 204 for failure to pay all earned wages
27 during employment, as alleged herein; and
- 28 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff

1 and other aggrieved employees for all business expenses necessarily
2 incurred, as alleged herein.

3 121. Therefore, Plaintiff and other aggrieved employees are therefore entitled to
4 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

5 **TENTH CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

7 **Unlawful Business Practices**

8 **(Against all Defendants)**

9 122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 123. Defendants are “persons” as defined by California Business & Professions
12 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
13 and/or associations.

14 124. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
15 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
16 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
17 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
18 meaning of Code of Civil Procedure section 1021.5.

19 125. Defendants’ activities, as alleged herein, are violations of California law, and
20 constitute unlawful business acts and practices in violation of California Business &
21 Professions Code sections 17200, *et seq.*

22 126. A violation of California Business & Professions Code sections 17200, *et seq.*
23 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
24 policies and practices have violated state law in at least the following respects:

- 25 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
26 class members, to work overtime without paying them proper
27 compensation in violation of California Labor Code sections 510 and
28 1198, and the applicable IWC Wage Order, as alleged herein;

- (b) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (c) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (d) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;
- (f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein; and
- (g) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein.

127. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

128. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of

Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

130. Defendants are “persons” as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

131. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

132. Defendants’ activities, namely Defendants’ company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

133. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants’ policies

1 and practices have violated the spirit of California's meal and rest period laws and constitute
2 acts against the public policy behind these laws.

3 134. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
4 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
5 benefits implemented by section 226.7 withheld and retained by Defendants during a period
6 that commences four years prior to the filing of the initial complaint; a permanent injunction
7 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
8 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
9 Procedure section 1021.5 and other applicable laws; and an award of costs.

10 **REQUEST FOR JURY TRIAL**

11 Plaintiff requests a trial by jury.

12 **PRAYER FOR RELIEF**

13 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
14 against Defendants, jointly and severally, as follows:

15 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
16 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
17 reserves the right to amend his prayer for relief to seek a different amount.

18 **Class Certification**

- 19 2. That this case be certified as a class action;
20 3. That Plaintiff be appointed as the representative of the Class and Subclass;
21 4. That counsel for Plaintiff be appointed as class counsel.

22 **As to the First Cause of Action**

23 5. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
25 pay all overtime wages due to Plaintiff and class members;

26 6. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;

28 7. For pre-judgment interest on any unpaid overtime compensation commencing

1 from the date such amounts were due, or as otherwise provided by law;

2 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
3 California Labor Code section 1194(a); and

4 9. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Second Cause of Action**

7 10. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
9 Order by willfully failing to pay minimum wages to Plaintiff and class members;

10 11. For general unpaid wages and such general and special damages as may be
11 appropriate;

12 12. For pre-judgment interest on any unpaid compensation from the date such
13 amounts were due, or as otherwise provided by law;

14 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
15 California Labor Code section 1194(a);

16 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

17 15. For such other and further relief as the Court may deem equitable and
18 appropriate.

19 **As to the Third Cause of Action**

20 16. That the Court declare, adjudge, and decree that Defendants violated California
21 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
22 willfully failing to provide all meal periods to Plaintiff and class members;

23 17. That the Court make an award to the Plaintiff and class members of one (1)
24 hour of pay at each employee's regular rate of pay for each workday that a meal period was
25 not provided;

26 18. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 32. For injunctive relief pursuant to California Labor Code section 226(h);

3 33. For statutory penalties pursuant to California Labor Code section 226(e);

4 34. For attorneys' fees and costs pursuant to California Labor Code section
5 226(e)(1); and

6 35. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Sixth Cause of Action**

9 36. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
11 and/or meal and rest period premiums owed at the time of termination of the employment of
12 Plaintiff and other terminated class members;

13 37. For all actual, consequential and incidental losses and damages, according to
14 proof;

15 38. For waiting time penalties according to proof pursuant to California Labor
16 Code section 203 for all employees who have left Defendants' employ;

17 39. For pre-judgment interest on any unpaid wages from the date such amounts
18 were due, or as otherwise provided by law;

19 40. For attorneys' fees pursuant to California Code of Civil Procedure section
20 1021.5, or as otherwise provided by law; and

21 41. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Seventh Cause of Action**

24 42. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
26 overtime wages, minimum wages, and/or meal and rest period premiums pay during their
27 employment;

28 43. For all actual, consequential and incidental losses and damages, according to

1 proof;

2 44. For statutory penalties according to proof pursuant to California Labor Code
3 section 210;

4 45. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due, or as otherwise provided by law;

6 46. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

8 47. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Eighth Cause of Action**

11 48. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
13 related expenses and costs incurred by Plaintiff and class members;

14 49. For unpaid business-related expenses and such general and special damages as
15 may be appropriate;

16 50. For pre-judgment interest on any unpaid business-related expenses from the
17 date such amounts were due, or as otherwise provided by law;

18 51. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 52. For attorneys' fees and costs pursuant to California Labor Code section
21 2802(c), or as otherwise provided by law; and

22 53. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 **As to the Ninth Cause of Action**

25 54. That the Court declare, adjudge and decree that Defendants violated the
26 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
27 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
28 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and

1 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
2 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
3 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
4 earned wages upon termination); 204 (by failing to timely pay all earned wages during
5 employment); and 2802 (by failing to reimburse business expenses);

6 55. For civil penalties pursuant to the California Labor Code, including sections
7 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
8 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
9 1198, and 2802;

10 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
11 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
12 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
13 1198, and 2802;

14 57. For attorneys' fees and costs pursuant to California Labor Code section
15 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
16 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
17 1197, 1197.1, 1198, and 2802

18 58. For pre-judgment and post-judgment interest as provided by law; and

19 59. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Tenth Cause of Action**

22 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
23 to provide Plaintiff and class members all overtime wages due to them, failing to provide
24 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
25 class members all meal periods, failing to authorize and permit Plaintiff and class members to
26 take all rest periods, failing to provide Plaintiff and class members accurate and complete
27 wage statements, failing to maintain accurate payroll records for Plaintiff and class members,
28 failing to timely pay Plaintiff and class members all earned wages during employment, and

1 failing to reimburse Plaintiff and class members for business-related expenses, constitutes an
2 unlawful business practice in violation of California Business and Professions Code sections
3 17200, *et seq.*;

4 61. For restitution of unpaid wages to Plaintiff and all class members and
5 prejudgment interest from the day such amounts were due and payable;

6 62. For the appointment of a receiver to receive, manage, and distribute any and all
7 funds disgorged from Defendants and determined to have been wrongfully acquired by
8 Defendants as a result of violations of California Business & Professions Code sections
9 17200, *et seq.*;

10 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
11 California Code of Civil Procedure section 1021.5; and

12 64. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Eleventh Cause of Action**

15 65. That the Court declare, adjudge and decree that Defendants' conduct of denying
16 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
17 an unfair business practice in violation of California Business and Professions Code sections
18 17200, *et seq.*;

19 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
20 from Plaintiff and class members and prejudgment interest from the day such amounts were
21 due and payable;

22 67. For the appointment of a receiver to receive, manage, and distribute any and all
23 funds disgorged from Defendants and determined to have been wrongfully acquired by
24 Defendants as a result of violations of California Business & Professions Code sections
25 17200, *et seq.*;

26 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Code of Civil Procedure section 1021.5;

28 69. For pre-judgment and post-judgment interest as provided by law; and

1 70. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: October 11, 2024

Respectfully submitted,

Capstone Law APC

6
7 By: 

Orlando Villalba

Helga Hakimi

Joseph D. Parsons

Attorneys for Plaintiff Raymond Vegas

EXHIBIT “1”



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August 5, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Raymond Vegas v. The William Warren Group Inc., et al.*

Dear PAGA Administrator:

This office represents Raymond Vegas in connection with his claims under the California Labor Code. Mr. Vegas was an employee of THE WILLIAM WARREN GROUP INC. and/or WILLIAM WARREN PROPERTIES, INC. For the purpose of this letter, Mr. Vegas collectively refers to these entities as "WWG."

The employers may be contacted directly at the addresses below:

THE WILLIAM WARREN GROUP INC.
201 WILSHIRE BLVD STE 102
SANTA MONICA, CA 90401

THE WILLIAM WARREN GROUP INC.
PO BOX 2034
SANTA MONICA, CA90406

WILLIAM WARREN PROPERTIES, INC.
100 WILSHIRE BLVD SUITE 400
SANTA MONICA, CA 90401

WILLIAM WARREN PROPERTIES, INC.
PO BOX 2034
SANTA MONICA, CA90406

Mr. Vegas intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Vegas seeks relief on behalf of himself, the State of California, and other persons who are or were employed by WWG in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

WWG employed Mr. Vegas as a non-exempt employee from approximately September 2023 to January 2024. Mr. Vegas worked for WWG as an Assistant Manager at its location in Hayward, California. During his employment, Mr. Vegas typically worked eight (8) hours or more per day and five (5) days or more per week. By the end of his employment, Mr. Vegas was compensated approximately \$19.00 per hour. Mr. Vegas's job duties included, without limitation, maintaining the

storage facility, cleaning out storage units, performing repairs, and assisting customers with storage contracts and payment transactions.

WWG has committed each of the following Labor Code violations against Mr. Vegas, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

WWG’s Company-Wide and Uniform Payroll and HR Practices

THE WILLIAM WARREN GROUP INC. and WILLIAM WARREN PROPERTIES, INC. are California corporations. WWG is a privately held, entrepreneurial self-storage development, acquisition, property, and asset management company. WWG operates over 250 Storquest Self Storage locations throughout the United States, including approximately 83 locations in California. Upon information and belief, WWG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Santa Monica, California, for all non-exempt, hourly paid employees working for WWG in California, including Mr. Vegas and other aggrieved employees. At all relevant times, WWG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Vegas and other aggrieved employees, regardless of their location or position.

Upon information and belief, WWG maintains a centralized Payroll department at its corporate headquarters in Santa Monica, California, which processes payroll for all non-exempt, hourly paid employees working for WWG in California, including Mr. Vegas and other aggrieved employees. Further, WWG issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Vegas and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, WWG utilized the same methods and formulas when calculating wages due to Mr. Vegas and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Mr. Vegas’s experience and counsel’s review of those records currently available relating to Mr. Vegas’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Vegas reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

WWG willfully failed to pay all overtime wages owed to Mr. Vegas and other aggrieved employees. During the relevant time period, Mr. Vegas and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, WWG had, and continues to have, a company-wide policy and/or practice of requiring Mr. Vegas and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts. For example, Mr. Vegas was required to perform opening and closing duties before and after clocking in or out for his shifts, including unlocking or locking doors, and deactivating or activating the security alarm, which would take at least a few minutes, each instance. Moreover, approximately once per week, Mr. Vegas was required to prepare the dumpster for garbage pick-up before clocking in for his shift, which would take up to 20 minutes each instance. Further, upon entering the premises and before clocking in for their shifts, Mr. Vegas and other aggrieved employees were required to immediately attend to waiting customers requesting assistance. For example, when Mr. Vegas arrived at WWG's location at the start of his shift, he was required to assist customers who were already waiting at the facility who wanted to make payments or complete other transactions or who were locked out of their storage units, which could take up to 15 minutes before he was able to clock in for his shift.

However, it was not possible for Mr. Vegas and other aggrieved employees to complete these tasks on-the-clock because, on information and belief, WWG's timekeeping system (a mobile application called Paylocity) is programmed with a geolocation-based fencing function and/or a photo capture function that prevents employees from being able to clock in or clock out when they are outside of a designated area. For example, Mr. Vegas was restricted from clocking in on the Paylocity app unless he was physically located within WWG's designated virtual perimeter inside the office area of WWG's facility, which, as explained above, resulted in Mr. Vegas and other aggrieved employees performing some of their duties off-the-clock. Moreover, WWG's timekeeping software often malfunctioned or had connectivity issues, which impeded Mr. Vegas and other aggrieved employees from accurately recording their hours worked. As a result, Mr. Vegas and other aggrieved employees could not always accurately clock in or clock out with the Paylocity app and, on information and belief, were subject to WWG's management altering their time records or failing to accurately record their hours worked. Essentially, due to the limitations of the timekeeping application, WWG's management maintained control and/or discretion over employees' clock-in and/or clock-out times. Thus, WWG failed to track this time spent working before and after shifts, and Mr. Vegas and other aggrieved employees received no compensation for this time.

Furthermore, WWG had, and continues to have, a company-wide policy of discouraging and impeding Mr. Vegas and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with WWG's understaffing and assignment of heavy workloads (*see infra*), led Mr. Vegas and other aggrieved employees to work off-the-clock after their scheduled shifts. For example, three (3) times per week, Mr. Vegas continued working past his scheduled shift end-time to complete work duties, such as preparing storage rental units, closing the cash register, and logging checks. Moreover, Mr. Vegas and other aggrieved employees were required to complete mandatory online training sessions from home outside their scheduled shifts or on off-days, because WWG did not provide them with time to complete the training sessions during their shifts. This off-the-clock work could have been recorded by WWG, but it refused to do so to avoid payment of additional wages to Mr. Vegas and other aggrieved employees.

WWG knew or should have known that as a result of these company-wide practices and/or policies, Mr. Vegas and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Mr. Vegas and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Vegas and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

WWG's failure to pay Mr. Vegas and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Vegas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(L) (defining "Hours Worked").

As set forth above, WWG had a company-wide policy and/or practice requiring Mr. Vegas and other aggrieved employees to perform work-related tasks while off-the-clock before and after their shifts. For example, WWG required Mr. Vegas and other aggrieved employees to perform tasks such as opening and closing the facilities and immediately attending to waiting customers. However, WWG's mobile timekeeping system prevented employees from accurately recording their hours worked due to geofencing restrictions and frequent malfunctions and, on information and belief, Mr. Vegas and other aggrieved employees were subject to WWG's management altering their time records or failing to accurately record their hours worked. As also stated, because WWG discouraged and impeded Mr. Vegas and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Mr. Vegas and other aggrieved employees were required to work off-the-clock, including preparing storage rental units, closing the cash registers, logging checks, and completing mandatory online training sessions. WWG failed to track all of this time Mr. Vegas and other aggrieved employees spent working off-the-clock, and thus, Mr. Vegas and other aggrieved employees received no compensation for this time.

Thus, WWG did not pay minimum wages for all hours worked by Mr. Vegas and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, WWG did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, WWG regularly failed to pay at least minimum wages to Mr. Vegas and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Vegas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant period, WWG had, and continues to have, a company-wide policy and/or practice of staffing its locations based on labor hours allocated by each location's labor or payroll budget set by corporate. WWG's uniform use of labor budgets resulted in understaffing, such that there were too few employees on duty to handle the workload and attend to customers. Because WWG did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Mr. Vegas and other aggrieved employees were not always afforded timely, uninterrupted meal periods to which they were entitled. Moreover, WWG had a company-wide practice of failing to schedule meal periods, which further caused Mr. Vegas and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Mr. Vegas and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, Mr. Vegas took his meal periods late, after having worked in excess of five (5) hours into his shift, in order to assist customers with opening or clearing out storage units.

Moreover, on information and belief, because WWG frowned upon employees accruing meal period penalties, WWG's management adjusted Mr. Vegas's and other aggrieved employees' time records to reflect compliant meal periods regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that WWG would otherwise owe. Mr. Vegas and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, WWG knew or should have known that as a result of its policies, Mr. Vegas and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. WWG further knew or should have known that WWG did not pay Mr. Vegas and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, WWG engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or

policy, Mr. Vegas and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, WWG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Vegas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest."

Augustus, et al. v. ABM Security Services, Inc., 2 Cal. 5th 257, 273 (2016).

During the relevant time period, WWG regularly failed to authorize and permit Mr. Vegas and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, WWG's company-wide use of labor budgeting and/or limited payroll allocation, understaffing, and assigning heavy workloads resulted in a lack of rest period coverage and prevented Mr. Vegas and other aggrieved employees from being relieved of all duty in order to take their rest periods. WWG also failed to schedule rest periods, which, coupled with WWG's failure to provide adequate rest period coverage, further led to Mr. Vegas and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, WWG maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Vegas and other aggrieved employees remain on the premises during their rest periods. Because Mr. Vegas and other aggrieved employees were restricted from leaving WWG's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as completing personal errands. Thus, WWG effectively maintained control over Mr. Vegas and/or other aggrieved employees during rest periods.

As a result of WWG's practices and policies, Mr. Vegas and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Vegas regularly had to forgo his rest periods due to the lack of coverage and would have the few rest periods he was able to take interrupted due to customers needing assistance.

WWG has also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Vegas and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, WWG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Vegas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. WWG has not provided Mr. Vegas and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, WWG has knowingly and intentionally provided Mr. Vegas and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, WWG issued uniform wage statements to Mr. Vegas and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, WWG violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because WWG did not accurately record the time Mr. Vegas and other aggrieved employees spent working off-the-clock, WWG did not list the correct amount of gross wages and net wages earned by Mr. Vegas and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, WWG failed to accurately list the total number of the hours worked by Mr. Vegas and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Further, and separate from these violations, WWG issued uniform wage statements to Mr. Vegas and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, WWG systematically, and on a company-wide basis, issued wage statements to Mr. Vegas and other aggrieved employees that fail to list the employing entity's address. Mr. Vegas's and other aggrieved employees' wage statements

incorrectly list the employer’s address as “24801 Industrial Boulevard, Hayward, CA 94545” but, according to the California Secretary of State’s website, the correct address is “201 WILSHIRE BLVD STE 102, SANTA MONICA, CA 90401.” *See example paystub below.*

THE WILLIAM WARREN GROUP
 24801 Industrial Boulevard
 Hayward, CA 94545

Direct Deposit Advice
 Check Date: January 5, 2024
 Voucher Number: 51459

Direct Deposits	Type	Account	Amount
			1,094.05
Total Direct Deposits			1,094.05

141284 108-9046-7600 51459-47394 141284
 Raymond M Vegas
 Non Negotiable - This is not a check - Non Negotiable

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), WWG willfully failed to maintain accurate payroll records for Mr. Vegas and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period. During the relevant time period, WWG engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Vegas and other aggrieved employees, in violation of section 1198.

Because WWG failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Vegas and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Vegas and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine

whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Vegas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, WWG failed to pay Mr. Vegas and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Vegas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

WWG willfully failed to pay Mr. Vegas and other aggrieved employees who are no longer employed by WWG the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving WWG's employ.

Mr. Vegas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code

section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, WWG, on a company-wide basis, required that Mr. Vegas and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Vegas used his personal cellular phone to communicate with managers regarding facility maintenance and other work-related tasks. Further, as stated, WWG required Mr. Vegas and other aggrieved employees to download and use the mobile application Paylocity to record timeclock entries. Additionally, Mr. Vegas used his personal cellular phone to complete mandatory training. Although WWG required Mr. Vegas and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, WWG failed to reimburse them for this cost.

Second, during the relevant time period, WWG, on a company-wide basis, required that Mr. Vegas and other aggrieved employees purchase supplies, tools, and/or equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Mr. Vegas spent approximately \$20 on light fixtures because WWG failed to provide him with the necessary supplies, tools, and/or equipment needed to complete his assigned duties. Although WWG required Mr. Vegas and other aggrieved employees to purchase supplies to carry out their work-related responsibilities, WWG failed to reimburse them for their out-of-pocket cost.

Third, during the relevant time period, WWG required Mr. Vegas and other aggrieved employees to wear uniforms bearing the "Storquest" company logo, including shirts. However, WWG did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, WWG only provided Mr. Vegas and other aggrieved employees with three (3) uniform shirts at the time of hire. Because WWG failed to provide Mr. Vegas and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Mr. Vegas and other aggrieved employees had to wash their uniforms more frequently than they would otherwise do laundry, and incur expenses in doing so. For example, due to the nature of the work he performed, Mr. Vegas's uniform items would become stained with grease, soiled, and/or acquire an unpleasant odor, such that Mr. Vegas had to wash his uniforms more frequently or separately from his regular clothing, thus incurring additional utility and laundry expenses. Thus, WWG failed to maintain the uniforms they required Mr. Vegas and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

WWG could have provided Mr. Vegas and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and supplies, tools and/or equipment, as well as access to laundering services; or WWG could have reimbursed employees for the costs of their mobile device usage, supplies, tools and/or equipment, and laundering expenses or provide a uniform

allowance. Instead, WWG passed these operating costs off onto Mr. Vegas and other aggrieved employees. At all relevant times, Mr. Vegas did not earn at least two (2) times the minimum wage.

Thus, WWG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Vegas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." WWG, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Vegas's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Vegas seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Vegas, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against WWG for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Vegas seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,


Anthony Castillo

Copy: THE WILLIAM WARREN GROUP INC. (via U.S. Certified Mail); WILLIAM WARREN PROPERTIES, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
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Ellen Kuhl

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3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse
 so that we can return the card to you.

**WILLIAM WARREN
 PROPERTIES, INC.**
 P.O. BOX 2034
 Santa Monica, CA 90406



9590 9402 8803 4005 5747 43

2. Article Number (Transfer from service label)

7022 2410 0000 2264 9117

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Ellen Kuhl

C. Date of Delivery

8/12/24

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse
 so that we can return the card to you.

**THE WILLIAM WARREN
 GROUP INC.**
 201 Wilshire Blvd.
 Ste. #102
 Santa Monica, CA 90401



9590 9402 8803 4005 5747 67

2. Article Number (Transfer from service label)

7022 2410 0000 2264 9094

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Ellen Kuhl

C. Date of Delivery

8/12/24

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**WILLIAM WARREN
PROPERTIES, INC.**
100 Wilshire Blvd.
Suite #400
Santa Monica, CA 90401



9590 9402 8803 4005 5747 29

2. Article Number (Transfer from service label)

7022 2410 0000 2264 9087

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Handwritten Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Ellen Kohn

C. Date of Delivery

8/12/24

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt