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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SEMAJ GRAHAM as individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

4283929 DELAWARE LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24STCV19351

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE § 226.7;**
- (2) VIOLATION OF LABOR CODE §§ 226.7
AND 512;**
- (3) VIOLATION OF LABOR CODE §§ 510,
AND 1194;**
- (4) VIOLATION OF LABOR CODE § 226;**
- (5) VIOLATION OF LABOR CODE § 2802;**
- (6) RECOVERY OF REPORTING TIME
PAY;**
- (7) FAILURE TO PAY VACATION WAGES;**
- (8) FAILURE TO COMPLY WITH LABOR
CODE §§ 245 ET SEQ. AND 246;**
- (9) FAILURE TO KEEP REQUIRED
PAYROLL RECORDS UNDER LABOR
CODE §§ 1174 AND 1174.5;**
- (10) FAILURE TO PRODUCE REQUESTED
EMPLOYMENT RECORDS UNDER
LABOR CODE §§ 226 AND 1198.5; AND**
- (11) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, ET SEQ.**
- (12) VIOLATION OF LABOR CODE § 2698,
ET SEQ.**

DEMAND OVER \$25,000.00

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1 Plaintiffs Semaj Graham and Darren Reveles (“Plaintiff”) hereby submit this Second
2 Amended Class and Representative Action Complaint (“Complaint”) against Defendants
3 4283929 Delaware LLC dba West Coast Pet Memorial Services, a Delaware limited liability
4 company, Gateway Services, Inc., a California Corporation, and Does 1 through 50 (collectively,
5 “Defendants”), on behalf of themselves and a class of all other similarly situated current and
6 former employees of Defendants for penalties, damages and/or restitution, as follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under
9 California Labor Code sections 201, 202, 203, 226, 226.7, 510, 558, 512, 1194, 2802, and 2698
10 et seq., California Business and Professions Code § 17200, *et seq.* (the “UCL”), and the
11 applicable Wage Orders of the California Industrial Welfare Commission (“IWC”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and the UCL against individuals who worked for
14 Defendants.

15 3. Plaintiffs are informed and believe, and based thereon allege, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by: (a) failing to pay overtime wages, in violation of
18 Labor Code sections 201, 202, 203, 510 and 1194; (b) failing to provide off-duty meal and rest
19 periods and/or pay premium wages in lieu thereof, in violation of Labor Code sections 201, 202,
20 203, 226.7 and 512; (c) failing to provide accurate itemized wage statements, in violation of
21 Labor Code section 226; (d) failing to reimburse all business expenses, in violation of Labor
22 Code section 2802; (e) failing to pay vacation wages; (f) failing to comply with Labor Code
23 sections 245 *et seq.* and 246; (g) failing to keep required payroll records under Labor Code
24 sections 1174 and 1174.5; (h) failing to produce requested employment records in violation of
25 Labor Code sections 226 and 1198.5; and (i) engaging in unfair business practices in violation of
26 Business and Professions Code section 17200, *et seq.*, the California Labor Code, and the
27 applicable IWC Wage Orders.

28 4. Plaintiffs are informed and believe, and based thereon allege, that Defendants

1 have engaged in, among other things a system of willful violations of the California Labor Code
2 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
3 customs that knowingly deny employees the above stated rights and benefits.

4 5. The policies, practices, and customs of Defendants described above and below
5 have resulted in unjust enrichment of Defendants and an unfair business advantage over
6 businesses that routinely adhere to the strictures of the California Labor Code and the California
7 Business and Professions Code.

8 **JURISDICTION AND VENUE**

9 6. The Court has jurisdiction over the violations of the California Labor Code
10 sections 201, 202, 203, 226, 226.7, 510, 558, 512, 1194, 2802, and 2698 et seq., the UCL, and
11 the applicable Wage Orders.

12 7. Venue is proper in Los Angeles County because Defendants maintain operations
13 in Santa Monica, California.

14 **PARTIES**

15 8. Plaintiff Graham was employed by Defendants in the State of California, during
16 the approximate period of December 2022 through July 2024. Plaintiff Graham was an hourly,
17 non-exempt employee.

18 9. Plaintiff Reveles was employed by Defendants in the State of California, during
19 the approximate period of June 2022 through August 2023. Plaintiff Reveles was an hourly, non-
20 exempt employee.

21 10. Plaintiffs were and are the victims of the policies, practices, and customs of
22 Defendants complained of in this action in ways that have deprived them of the rights guaranteed
23 by California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
24 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197,
25 1198.5, 1199, 2698, 2699, et seq. and 2802, the UCL, and the applicable Wage Orders.

26 11. Plaintiffs are informed and believe, and based thereon allege, that 4283929
27 Delaware LLC dba West Coast Pet Memorial Services, was and is a Delaware limited liability
28 company that maintains operations in the State of California, including in Los Angeles County.

1 Plaintiffs are informed and believe, and based thereon allege, that Defendant 4283929 Delaware
2 LLC dba West Coast Pet Memorial Services, a Delaware limited liability company provides pet
3 cremation services.

4 12. Plaintiffs are informed and believe, and based thereon allege, that Gateway
5 Services Inc. was and is a California corporation that maintains operations in the State of
6 California, including in Los Angeles County. Plaintiffs are informed and believe, and based
7 thereon allege, that Defendant Gateway Services Inc. provides pet cremation services.

8 13. Plaintiffs are informed and believe, and based thereon allege, that at all times
9 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
10 and partnerships, licensed to do business and actually doing business in the State of California.
11 As such, and based upon all the facts and circumstances incident to Defendants' business,
12 Defendants are subject to the California Labor Code and the UCL.

13 14. Plaintiffs do not know the true names or capacities, whether individual, partner, or
14 corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said
15 defendants are sued under such fictitious names, and Plaintiffs prays for leave to amend this
16 Complaint when the true names and capacities are known. Plaintiffs are informed and believe
17 and based thereon allege that each of said fictitious defendants was responsible in some way for
18 the matters alleged herein and proximately caused Plaintiffs, the class, aggrieved employees, and
19 members of the general public to be subject to the illegal employment practices, wrongs and
20 injuries complained of herein.

21 15. At all times herein mentioned, each defendant participated in the doing of the acts
22 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
23 and each of them, were the agents, servants, and employees of each of the other defendants, as
24 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
25 course and scope of said agency and employment.

26 16. Plaintiffs are informed and believe, and based thereon allege, that at all times
27 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
28 joint venturer of, or working in concert with each of the other co-Defendants and was acting

1 within the course and scope of such agency, employment, joint venture, or concerted activity. To
2 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
3 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
4 Defendants.

5 17. At all times herein mentioned, Defendants, and each of them, were members of,
6 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
7 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

8 18. At all times herein mentioned, the acts and omissions of various Defendants, and
9 each of them, concurred and contributed to the various acts and omissions of each and all of the
10 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
11 herein mentioned, Defendants, and each of them, ratified each and every act or omission
12 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
13 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
14 damages as herein alleged.

15 **CLASS ACTION ALLEGATIONS**

16 19. **Definition:** The named individual Plaintiffs seek class certification, pursuant to
17 California Code of Civil Procedure section 382. Plaintiffs propose the following classes and sub-
18 classes:

- 19 a. All current and former non-exempt employees of Defendants in the State
20 of California during the period of August 2, 2020 through the present
21 (“Hourly Class” or “Hourly Class Members”);
- 22 b. All current and former employees of Defendants in the State of California
23 who received one or more wage statements, during the period of August 2,
24 2023 through the present (“Wage Statement Class” or “Wage Statement
25 Class Members”);
- 26 c. All current and former non-exempt employees of Defendants in the State
27 of California who worked one or more shifts lasting 3.5 hours or more,
28 during the period of August 2, 2020 through the present (“Rest Period

Sub-Class” or “Rest Period Sub-Class Members”);

- d. All current and former non-exempt employees of Defendants in the State of California who worked one or more shifts exceeding 5 hours, during the period of August 2, 2020 through the present (“Meal Period Sub-Class” or “Meal Period Sub-Class Members”);
- e. All current and former non-exempt employees of Defendants in the State of California who worked one or more shifts exceeding 10 hours, during the period of August 2, 2020 through the present (“Second Meal Period Sub-Class” or “Second Meal Period Sub-Class Members”); and
- f. All current and former non-exempt employees of Defendants in the State of California who earned overtime wages and non-discretionary incentive compensation and/or two or more base hourly rates, during the same workweek, at any time from August 2, 2020, to the present (the “Overtime Regular Rate Sub-Class”).
- g. All current and former non-exempt employees of Defendants in the State of California who were subject to Defendants’ policy and/or practice of not compensating reporting time pay, at any time from August 2, 2020, to the present (the “Reporting Time Pay Sub-Class”).
- h. All current and former non-exempt employees of Defendants in the State of California who were not compensated at the Employee’s regular rate of pay for their vacation wages and/or were subject to Defendants’ unlawful vacation policy, at any time from August 2, 2020, to the present (the “Vacation Pay Sub-Class”).
- i. All current and former non-exempt employees of Defendants in the State of California who were not compensated at the Employee’s regular rate of pay for their sick pay wages, at any time from August 2, 2020, to the present (the “Sick Pay Sub-Class”).
- j. All current and former non-exempt employees of Defendants in the State

of California who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws, at any time from August 2, 2020, to the present (the "Payroll Records Sub-Class").

k. All current and former non-exempt employees of Defendants in the State of California who, within the applicable limitations period, were denied the right to inspect and receive all of their payroll records, timecards, and personnel records, at any time from August 2, 2020, to the present (the "Failure to Produce Requested Employment Records Sub-Class").

l. All current and former non-exempt employees of Defendants in the State of California who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination, at any time from August 2, 2020, to the present (the "Termination Pay Sub-Class").

m. All current and former non-exempt employees of Defendants in the State of California who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair, at any time from August 2, 2020, to the present (the "UCL Sub-Class").

20. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants' records, including payroll records. Plaintiffs are informed and believe, and based thereon allege, that Defendant: (a) failed to pay overtime wages, in violation of Labor Code sections 201, 202, 203, 510 and 1194; (b) failed to provide off-duty meal and rest periods and/or pay premium wages in lieu thereof, in violation of Labor Code sections 201, 202, 203, 226.7 and 512; (c) failed to provide accurate itemized wage statements, in violation of Labor Code section 226; (d) failed to reimburse all business expenses,

1 in violation of Labor Code section 2802; (e) failed to pay vacation wages; (f) failed to comply
2 with Labor Code sections 245 *et seq.* and 246; (g) failed to keep required payroll records under
3 Labor Code sections 1174 and 1174.5; (h) failed to produce requested employment records in
4 violation of Labor Code sections 226 and 1198.5; and (i) engaged in Unfair Business Practices in
5 violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

6 21. **Adequacy of Representation:** The named Plaintiffs are fully prepared to take all
7 necessary steps to represent fairly and adequately the interests of the Class defined above.
8 Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the Class and
9 the individual Plaintiffs. Plaintiffs' attorneys have prosecuted and settled wage-and-hour class
10 actions in the past and currently have a number of wage-and-hour class actions pending in
11 California state and federal courts.

12 22. Defendants uniformly administered a corporate policy, practice of: (a) failing to
13 pay overtime wages, in violation of Labor Code sections 201, 202, 203, 510 and 1194; (b) failing
14 to provide off-duty meal and rest periods and/or pay premium wages in lieu thereof, in violation
15 of Labor Code sections 201, 202, 203, 226.7 and 512; (c) failing to provide accurate itemized
16 wage statements, in violation of Labor Code section 226; (d) failing to reimburse all business
17 expenses, in violation of Labor Code section 2802; (e) failing to pay vacation wages; (f) failing
18 to comply with Labor Code sections 245 *et seq.* and 246; (g) failing to keep required payroll
19 records under Labor Code sections 1174 and 1174.5; (h) failing to produce requested
20 employment records in violation of Labor Code sections 226 and 1198.5; and (i) engaging in
21 unfair business practices in violation of Business and Professions Code section 17200, *et seq.*,
22 the California Labor Code, and the applicable IWC Wage Orders.

23 23. **Common Question of Law and Fact:** There are predominant common questions
24 of law and fact and a community of interest amongst Plaintiffs and the claims of the Class
25 concerning Defendants' policy and practice of: (a) failing to pay overtime wages, in violation of
26 Labor Code sections 201, 202, 203, 510 and 1194; (b) failing to provide off-duty meal and rest
27 periods and/or pay premium wages in lieu thereof, in violation of Labor Code sections 201, 202,
28 203, 226.7 and 512; (c) failing to provide accurate itemized wage statements, in violation of

1 Labor Code section 226; (d) failing to reimburse all business expenses, in violation of Labor
2 Code section 2802; (e) failing to pay vacation wages; (f) failing to comply with Labor Code
3 sections 245 *et seq.* and 246; (g) failing to keep required payroll records under Labor Code
4 sections 1174 and 1174.5; (h) failing to produce requested employment records in violation of
5 Labor Code sections 226 and 1198.5; and (i) engaging in unfair business practices in violation of
6 Business and Professions Code section 17200, *et seq.*, the California Labor Code, and the
7 applicable IWC Wage Orders.

8 24. **Typicality:** The claims of Plaintiffs are typical of the claims of all members of the
9 Class in that Plaintiffs have suffered the harms alleged in this Complaint in a similar and typical
10 manner as the Class Members. As with other non-exempt employees, Plaintiffs regularly worked
11 shifts in excess of five hours. However, Defendants failed to provide Plaintiffs proper duty-free
12 meal and rest periods. More specifically, Defendants required Plaintiffs to remain on-duty and
13 perform work during their breaks. Relatedly, on shifts where Plaintiffs worked in excess of ten
14 hours, Defendants failed to provide Plaintiffs with a second meal period altogether. Defendants
15 failed to pay Plaintiffs premium compensation for the missed, late and/or interrupted meal/rest
16 periods, as mandated by Labor Code section 226.7.

17 25. Furthermore, as a pattern and practice, Defendants failed to pay and/or underpaid
18 overtime wages owed to Plaintiffs. Although Defendants knew or had reason to know that
19 Plaintiffs performed worked during their meal periods, Plaintiffs did not receive the payment of
20 overtime wages for such time. Separately, when Defendants paid overtime wages, they did so at
21 the incorrect rate of pay. During workweeks when Plaintiffs earned overtime and non-
22 discretionary incentive compensation, such as a bonus retention, Defendants failed to include the
23 additional compensation in the calculation of the regular rate used to pay overtime wages,
24 vacation pay, and sick pay. Additionally, during workweeks when Plaintiffs worked in excess of
25 eight hours in a workday and/or forty hours in a workweek and earned two or more hourly rates,
26 the overtime wages were not paid at 1.5 times the regular rate of pay. To date, Plaintiffs have not
27 received the underpaid and/or unpaid wages, including overtime and 226.7 premiums, owed to
28 them. Thus, Defendants are liable for waiting time penalties under Labor Code section 203.

1 26. During Plaintiffs and Class members' employment with Defendants, Defendants
2 maintained a vacation policy containing an unreasonable maximum carry over component.
3 Specifically, Employees who work for Defendants for 10 years or more accrue 60 hours of
4 vacation time annually; however, the maximum hours that may be carried over to the following
5 year is 40 hours, less than one and a half times the annual accrual rate.

6 27. Due to the underpayment and/or nonpayment of wages alleged herein, the wage
7 statements provided to Plaintiffs violated Labor Code section 226. More specifically, the wage
8 statements displayed inaccurate rates of pay, hours worked, and net/gross wages earned.
9 Furthermore, the wage statements provided to Plaintiffs failed to identify the address of the legal
10 entity that is the employer, in violation of Labor Code section 226(a)(8). The wage statements
11 identified the employer as 4283929 Delaware LLC, 2 Daniels Way Cranston, MA 02921.
12 However, no such address exists in Massachusetts.

13 28. Additionally, as a pattern and practice, Defendants failed to reimburse and
14 indemnify Plaintiffs for business expenses necessary for the discharge of their duties, including
15 without limitation, the costs incurred with the use of personal cell phones for work related
16 purposes, in violation of Labor Code section 2802. Plaintiffs utilized their personal cell phones to
17 track and report their hours worked on an ADP application. This was a reasonable and necessary
18 business expense but was not reimbursed by Defendants.

19 29. Defendants' policies and practices required Plaintiffs and the Class members to
20 call in or show up to work, but Plaintiffs and the Class members were not put to work or worked
21 less than half their usual or scheduled day's work. On such days when Defendants required
22 Plaintiffs and the Class members to report to work only to be sent home, they were not paid half
23 of their usual or scheduled day's work in violation of California law.

24 30. Due to the underpayment and/or nonpayment of wages alleged herein, the payroll
25 records kept by Defendants violated Labor Code sections 1174 and 1174.5. More specifically,
26 the payroll records displayed inaccurate rates of pay, hours worked, and net/gross wages earned.

27 31. Defendants have had a consistent policy of denying Employees the right to
28 inspect and receive all of their payroll records, timecards, and personnel records.

1 32. Additionally, Defendants have had a consistent policy of failing to pay all wages
2 fur and owed to Employees at the time of their termination or within seventy-two (72) hours of
3 their resignation, as required by California wage-and-hour laws.

4 33. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
5 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
6 enjoyed from their violations of Labor Code.

7 34. Therefore, Plaintiffs are members of the Class and have suffered the alleged
8 violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3,
9 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2
10 1197, 1198.5, 1199, 2698, 2699, *et seq.* and 2802, and the UCL.

11 35. The California Labor Code upon which Plaintiffs base these claims are broadly
12 remedial in nature. These laws and labor standards serve an important public interest in
13 establishing minimum working conditions and standards in California. These laws and labor
14 standards protect the average working employee from exploitation by employers who may seek
15 to take advantage of superior economic and bargaining power in setting onerous terms and
16 conditions of employment.

17 36. The nature of this action and the format of laws available to Plaintiffs and
18 members of the Class identified herein make the class action format a particularly efficient and
19 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
20 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
21 advantage since it would be able to exploit and overwhelm the limited resources of each
22 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
23 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
24 employees who would be disinclined to file an action against their former and/or current
25 employer for real and justifiable fear of retaliation and permanent damage to their careers at
26 subsequent employment.

27 37. The prosecution of separate actions by the individual class members, even if
28 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect

1 to individual Class Members against the Defendants and which would establish potentially
2 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
3 individual Class Members which would, as a practical matter, be dispositive of the interest of the
4 other Class Members not parties to the adjudications or which would substantially impair or
5 impede the ability of the Class Members to protect their interests. Further, the claims of the
6 individual members of the Class are not sufficiently large to warrant vigorous individual
7 prosecution considering all of the concomitant costs and expenses.

8 38. Such a pattern, practice, and uniform administration of corporate policy regarding
9 illegal employee compensation described herein is unlawful and creates an entitlement to
10 recovery by Plaintiffs and the Class identified herein, in a civil action, for unpaid wages,
11 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
12 according to the mandate of California Labor Code sections 218.5, 226, and 1194, the applicable
13 IWC Wage Orders, and Code of Civil Procedure section 1021.5.

14 39. Proof of a common business practice or factual pattern, which the named
15 Plaintiffs experienced and are representative of, will establish the right of each of the members of
16 the Plaintiff Class to recovery on the causes of action alleged herein.

17 40. The Class is commonly entitled to a specific fund with respect to the
18 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
19 restitution of those funds being improperly withheld by Defendants. This action is brought for
20 the benefit of the entire class and will result in the creation of a common fund.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 226.7**

23 **(BY PLAINTIFFS AND REST PERIOD SUB-CLASS AGAINST ALL DEFENDANTS)**

24 41. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
25 though fully set forth herein.

26 42. Pursuant to Labor Code section 226.7, an employer shall provide employees with
27 a ten (10) minute paid rest period for every 3.5 hours worked by an employee.

1 43. At all relevant times, Defendants failed in its affirmative obligation to ensure that
2 Plaintiffs and Rest Period Sub-Class Members had the opportunity to take and were provided
3 with off-duty rest periods in accordance with the mandates of the California Labor Code and the
4 applicable IWC Wage Order. More specifically, as a pattern and practice, Defendants required
5 Plaintiffs and Rest Period Sub-Class Members to remain on-duty and perform work during their
6 rest periods. Defendants failed to pay premium compensation for the missed, late and/or
7 interrupted rest periods, as mandated by Labor Code section 226.7.

8 44. Such a pattern, practice and uniform administration of corporate policy as
9 described herein is unlawful and creates an entitlement to recovery by Plaintiffs and Rest Period
10 Sub-Class Members, in a civil action, for the unpaid premium compensation pursuant to Labor
11 Code section 226.7, including interest thereon, penalties and costs of suit.

12 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants'
13 willful failure to pay all rest period premium wages due and owing to Plaintiffs and the Rest
14 Period Sub-Class upon separation from employment results in a continued payment of wages up
15 to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and other members of
16 the Rest Period Sub-Class who have separated from employment are entitled to compensation
17 pursuant to Labor Code section 203.

18 46. Such a pattern, practice, and uniform administration of corporate policy as
19 described herein is unlawful and creates an entitlement to recovery by Plaintiffs and Rest Period
20 Sub-Class Members, in a civil action, for the unpaid premium compensation pursuant to Labor
21 Code section 226.7, and the applicable IWC Wage Order, including interest thereon, penalties,
22 including penalties pursuant to Labor Code sections 201, 202, 203 and 226.7, reasonable
23 attorneys' fees, and costs of suit.

24 **SECOND CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE §§ 226.7 and 512**

26 **(BY PLAINTIFFS, MEAL PERIOD SUB-CLASS AND SECOND MEAL PERIOD SUB-**
27 **CLASS AGAINST ALL DEFENDANTS)**

1 47. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
2 though fully set forth herein.

3 48. Pursuant to Labor Code section 512, an employer shall not require an employee to
4 work more than five hours in a shift without providing the employee with a meal period of not
5 less than thirty (30) minutes. Additionally, an employer shall not require an employee to work
6 more than ten (10) hours in a shift without providing the employee with a second meal period of
7 not less than thirty (30) minutes.

8 49. At all relevant times, Defendants failed in their affirmative obligation to ensure
9 that Plaintiffs, Meal Period Sub-Class Members and Second Meal Period Sub-Class Members
10 had the opportunity to take and were provided with off-duty meals periods in accordance with
11 the mandates of the California Labor Code and the applicable IWC Wage Order. More
12 specifically, as a pattern and practice, Defendants required Plaintiffs and Meal Period Sub-Class
13 Members to remain on-duty and perform work during their meal periods.

14 50. Additionally, Plaintiffs and Second Meal Period Sub-Class Members who worked
15 in excess of ten (10) hours per day had a right to take a second thirty (30) minute meal period. As
16 a matter of corporate policy and practice, Defendants failed to provide a second meal period to
17 employees. Rather, Defendants required Plaintiffs and Second Meal Period Sub-Class Members
18 to continue working. Defendants failed to pay premium compensation for the missed, late and/or
19 interrupted meal periods, as mandated by Labor Code section 226.7.

20 51. Such a pattern, practice and uniform administration of corporate policy as
21 described herein is unlawful and creates an entitlement to recovery by Plaintiffs, Meal Period
22 Sub-Class Members and Second Meal Period Sub-Class Members, in a civil action, for the
23 unpaid premium compensation pursuant to Labor Code section 226.7, including interest thereon,
24 penalties and costs of suit.

25 52. Plaintiffs are informed and believes, and based thereon allege, that Defendants'
26 willful failure to pay all rest period premium wages due and owing to Plaintiffs, Meal Period
27 Sub-Class Members and Second Meal Period Sub-Class Members upon separation from
28 employment results in a continued payment of wages up to thirty (30) days from the time the

1 wages were due. Therefore, Plaintiffs and other members of the Meal Period Sub-Class and
2 Second Meal Period Sub-Class who have separated from employment are entitled to
3 compensation pursuant to Labor Code section 203.

4 53. Such a pattern, practice, and uniform administration of corporate policy as
5 described herein is unlawful and creates an entitlement to recovery by Plaintiffs, Meal Period
6 Sub-Class Members and Second Meal Period Sub-Class Members, in a civil action, for the
7 unpaid premium compensation pursuant to Labor Code section 226.7, and the applicable IWC
8 Wage Order, including interest thereon, penalties, including penalties pursuant to Labor Code
9 sections 201, 202, 203, 226.7 and 512, reasonable attorneys' fees, and costs of suit.

10 **THIRD CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE §§ 510 AND 1194**

12 **(BY PLAINTIFFS, MEAL PERIOD SUB-CLASS AND OVERTIME REGULAR RATE**
13 **SUB-CLASS AGAINST ALL DEFENDANTS)**

14 54. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
15 though fully set forth herein.

16 55. This cause of action is brought pursuant to Labor Code sections 510 and 1194,
17 which require an employer to pay employees overtime at a rate of one and one-half the
18 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in
19 a workweek.

20 56. At all relevant times, as a matter of corporate policy and practice, Defendants
21 failed in their affirmative obligation to ensure that Plaintiffs and Meal Period Sub-Class
22 Members had the opportunity to take and were provided with off-duty meals periods in
23 accordance with the mandates of the California Labor Code and the applicable IWC Wage
24 Order. Although Defendants knew or had reason to know that Plaintiffs and Meal Period Sub-
25 Class Members performed worked during their meal periods, the employees did not receive the
26 payment of overtime wages for such time.

27 57. Separately, as a matter of corporate policy and practice, when Defendants paid
28 overtime wages to Plaintiffs and Overtime Regular Rate Sub-Class Members, they did so at the

incorrect rate of pay. During workweeks when Plaintiffs and Overtime Regular Rate Sub-Class Members earned overtime and non-discretionary incentive compensation, such as a bonus retention, Defendants failed to include the additional compensation in the calculation of the regular rate used to pay overtime wages.

58. Additionally, during workweeks when Plaintiffs and Overtime Regular Rate Sub-Class Members worked in excess of eight hours in a workday and/or forty hours in a workweek and earned two or more hourly rates, the overtime wages were not paid at 1.5 times the regular rate of pay.

59. As a result of such policy and practice, Defendants underpaid overtime wages to Plaintiffs, Meal Period Sub-Class Members, and Overtime Regular Rate Sub-Class Members and thus owe additional overtime wages.

60. Plaintiffs are informed and believe, and based thereon allege, that Defendants' willful failure to pay all overtime wages due and owing to Plaintiffs, Meal Period Sub-Class Members, and Overtime Regular Rate Sub-Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and other members of the Meal Period Sub-Class and Overtime Regular Rate Sub-Class who have separated from employment are entitled to compensation pursuant to Labor Code section 203.

61. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiffs, Meal Period Sub-Class Members, and Overtime Regular Rate Sub-Class Members, in a civil action, for the unpaid overtime wages pursuant to Labor Code sections 510 and 1194, and the applicable IWC Wage Order, including interest thereon, penalties, including penalties pursuant to Labor Code sections 201, 202 and 203, reasonable attorneys' fees, and costs of suit

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226

(BY PLAINTIFFS, WAGE STATEMENT CLASS, REST PERIOD SUB-CLASS, MEAL PERIOD SUB-CLASS, SECOND MEAL PERIOD SUB-CLASS AND OVERTIME

1 **REGULAR RATE SUB-CLASS AGAINST ALL DEFENDANTS)**

2 62. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
3 though fully set forth herein.

4 63. Defendants failed in their affirmative obligation to provide accurate itemized
5 wage statements, in violation of Labor Code section 226.

6 64. Plaintiffs, Rest Period Sub-Class Members, Meal Period Sub-Class Members,
7 Second Meal Period Sub-Class Members and Overtime Regular Rate Sub-Class Members were
8 paid hourly. As such, the wage statements should have reflected the applicable hourly rates of
9 pay, total hours worked, and gross and net wages earned, pursuant to Labor Code section 226.
10 However, as a result of the underpayment of overtime, meal period premiums and rest period
11 premiums, Defendants issued inaccurate wage statements to employees. In this regard, the wage
12 statements failed to accurately identify the number of hours worked, hourly rates of pay, gross
13 wages earned, and net wages earned.

14 65. Furthermore, the wage statements provided to Plaintiffs and Wage Statement Sub-
15 Class Members failed to identify the address of the legal entity that is the employer, in violation
16 of Labor Code section 226(a)(8). The wage statements identified the employer as 4283929
17 Delaware LLC, 2 Daniels Way Cranston, MA 02921. However, no such address exists in
18 Massachusetts.

19 66. Such a pattern, practice, and uniform administration of corporate policy as
20 described herein is unlawful and creates an entitlement to recovery by Plaintiffs, Wage Statement
21 Sub-Class Members, Rest Period Sub-Class Members, Meal Period Sub-Class Members, Second
22 Meal Period Sub-Class Members and Overtime Regular Rate Sub-Class Members, in a civil
23 action, for all damages or penalties pursuant to Labor Code section 226, including interest
24 thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code
25 section 226.

26 **FIFTH CAUSE OF ACTION**

27 **VIOLATION OF LABOR CODE § 2802**

28 **(BY PLAINTIFFS AND HOURLY CLASS AGAINST ALL DEFENDANTS)**

1 67. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
2 though fully set forth herein.

3 68. This cause of action is brought pursuant to Labor Code section 2802, which
4 provides that employees are entitled to be indemnified for expenses and losses in discharging the
5 duties of their employers.

6 69. At all relevant times, Defendants regularly failed to reimburse and indemnify
7 Plaintiffs and Hourly Class Members for expenses incurred in the performance of their duties,
8 including, but not limited to, expenses associated with using their personal cell phones for work
9 related purposes.

10 70. As a matter of practice and policy, Defendants required Plaintiffs and Hourly
11 Class Members to use their personal cell phones to track and report their hours worked on an
12 ADP application. This was a reasonable and necessary business expense but was not reimbursed
13 by Defendants.

14 71. Such a pattern, practice and uniform administration of corporate policy regarding
15 illegal employee compensation as described herein is unlawful and creates an entitlement to
16 recovery by Plaintiffs and the Hourly Class identified herein in a civil action, for the unpaid
17 balance of the full amount of damages owed, including interest thereon, penalties, attorneys'
18 fees, and costs of suit according to the mandate of California Labor Code section 2802.

19 **SIXTH CAUSE OF ACTION**

20 **RECOVERY OF REPORTING TIME PAY**

21 **(BY PLAINTIFFS AND REPORTING TIME PAY SUB-CLASS AGAINST ALL**
22 **DEFENDANTS)**

23 72. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
24 though fully set forth herein.

25 73. The IWC Wage Orders require that reporting time pay be provided to any
26 employee who is required to report for work and does report but is not put to work or is
27 furnished less than half of said employee's usual or scheduled day's work.

28 74. Plaintiffs are informed and believe and thereon allege that all or substantially all

1 of Defendants' hourly paid employees are subject to Defendants' policies and practices requiring
2 them to call in or otherwise show up to work but are not being paid half said Employee's usual
3 or scheduled day's work when working less than half of said employee's usual or scheduled
4 day's work.

5 75. Therefore, Employees are owed the unpaid balance of said wages pursuant to the
6 Wage Order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1994(a),
7 Civil Code §§ 3287 and 3289, and reasonable attorneys' fees and costs and/or penalties pursuant
8 to Labor Code § 558(a).

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO PAY VACATION WAGES**

11 **(BY PLAINTIFFS AND VACATION PAY SUB-CLASS AGAINST ALL DEFENDANTS)**

12 76. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
13 though fully set forth herein.

14 77. Plaintiffs and Class members were subject to an employer policy and/or contract
15 of employment that provided for paid vacations not otherwise provided by a collective-
16 bargaining agreement.

17 78. Pursuant to California Labor Code § 227.3, whenever a contract of employment
18 or employment policy provides for paid vacation and an employee is terminated without having
19 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final
20 rate in accordance with said contract of employment or policy respecting eligibility or time
21 served.

22 79. Defendants paid nondiscretionary commissions, incentive pay, and/or
23 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
24 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

25 80. In addition, Defendants' vacation policy contains an unreasonable maximum
26 carry over component. Specifically, Employees who work for Defendants for 10 years or more
27 accrue 60 hours of vacation time annually; however, the maximum hours that may be carried
28 over to the following year is 40 hours, less than one and a half times the annual accrual rate.

1 81. As a result of Defendants' conduct, Defendants have violated California Labor
2 Code § 227.3.

3 82. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
4 Code § 227.3.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 ET SEQ. AND 246**
7 **(BY PLAINTIFFS AND SICK PAY SUB-CLASS AGAINST ALL DEFENDANTS)**

8 83. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
9 though fully set forth herein.

10 84. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick
11 time to Employees, including at the amount, terms, and rate of compensation set forth in said
12 law. At times relevant, Defendants have failed compute the amount due for paid sick time in
13 conformance with the pay calculation under California Labor Code § 246(l).

14 85. Defendants paid nondiscretionary commissions, incentive pay, and/or
15 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
16 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
17 calculating the amount of paid sick time due when sick time is used according to the
18 requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to
19 Employees at a lower rate, in violation of the law.

20 86. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
21 Code §§ 245 *et seq.* and 246.

22 **NINTH CAUSE OF ACTION**

23 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
24 **AND 1174.5**

25 **(BY PLAINTIFFS AND PAYROLL RECORDS SUB-CLASS AGAINST ALL**
26 **DEFENDANTS)**

27 87. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
28 though fully set forth herein.

1 88. California Labor Code § 1174 requires that all employers shall keep accurate time
2 and wage records for all employees. California Labor Code § 1174.5 further requires that any
3 employee suffering injury due to a willful violation of the aforementioned obligations may seek
4 damages, including civil penalties, from the employer.

5 89. During the course of Plaintiffs' and Employees' employment, Defendants
6 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
7 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
8 wages, overtime, and premium pay as discussed above.

9 90. Accordingly, Defendants are liable for civil penalties pursuant to the California
10 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

11 **TENTH CAUSE OF ACTION**

12 **FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS UNDER LABOR**

13 **CODE §§ 226 and 1198**

14 **(BY PLAINTIFFS AND FAILURE TO PRODUCE REQUESTED EMPLOYMENT**
15 **RECORDS SUB-CLASS AGAINST ALL DEFENDANTS)**

16 91. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
17 though fully set forth herein.

18 92. Pursuant to California Labor Code § 226, current and former employees have the
19 right to inspect or receive a copy of their records pertaining to their employment, upon
20 reasonable request to their employer. Under this statute, an employer that receives a request to
21 inspect or receive a copy of records pertaining to a current or former employee must comply with
22 the request as soon as practicable, but no later than twenty-one (21) calendar days from the date
23 of the request.

24 93. Pursuant to California Labor Code § 1998.5(a), every current and former
25 employee, or his or her representative, has the right to inspect and receive a copy of the
26 personnel records that the employer maintains relating to the employee's performance or to any
27 grievance concerning the employee. Under this statute, upon written request from a current or
28 former employee or his or her representative, an employer must make the contents of those

1 personnel records available for inspection or provide a copy of the personnel records to the
2 current or former employee, or his or her representative, not later than thirty (30) calendar days
3 from the date the employer receives the written request, subject to some limited exceptions.
4 Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars
5 (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

6 94. Plaintiffs sent written requests through his counsel to Defendants for their payroll
7 records, timecards, and personnel records. Defendants failed to timely produce the requested
8 document. As a result, Defendants violated California Labor Code §§ 226 and 1198.5.

9 95. On information and belief, Defendants' failure to timely provide Plaintiffs with all
10 of their requested employment records is not an isolated incident, but was instead consistent with
11 Defendants' policy and practice that applied to Plaintiffs and Employees.

12 96. Pursuant to California Labor Code § 1198.5, Plaintiffs and Employees are entitled
13 to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

14 97. Pursuant to California Labor Code § 226, Plaintiffs are each entitled to a penalty
15 of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost.

16 **ELEVENTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

18 **(BY PLAINTIFFS AND HOURLY CLASS AGAINST ALL DEFENDANTS)**

19 98. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
20 though fully set forth herein.

21 99. Defendants have engaged and continue to engage in unfair and unlawful business
22 practices in California by practicing, employing, and utilizing the employment practices outlined
23 above, including by: (a) failing to pay overtime wages, in violation of Labor Code sections 201,
24 202, 203, 510 and 1194; (b) failing to provide off-duty meal and rest periods and/or pay premium
25 wages in lieu thereof, in violation of Labor Code sections 201, 202, 203, 226.7 and 512; and (c)
26 failing to reimburse all business expenses, in violation of Labor Code section 2802.

27 100. Defendants' utilization of such unfair and unlawful business practices constitutes
28 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

101. Plaintiffs seek, individually and on behalf of other members of the Hourly Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

102. Plaintiffs are informed and believe, and based thereon allege, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business & Professions Code section 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiffs and other members of the Hourly Class the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

TWELFTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE § 2698, *ET SEQ.*

(BY PLAINTIFFS, ON BEHALF OF THE STATE AND ALL AGGRIEVED
EMPLOYEES, AGAINST ALL DEFENDANTS)

103. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

104. Plaintiffs bring this cause of action as a proxy for the State of California, and in this capacity, seek penalties on behalf of all Aggrieved Employees from July 12, 2023, through the present, for Defendants' policy and practice of: (a) failing to pay overtime wages, in violation of Labor Code sections 201, 202, 203, 510 and 1194; (b) failing to provide off-duty meal and rest periods and/or pay premium wages in lieu thereof, in violation of Labor Code sections 201, 202, 203, 226.7 and 512; (c) failing to provide accurate itemized wage statements, in violation of Labor Code section 226; and (d) failing to reimburse all business expenses, in violation of Labor Code section 2802; (e) failing to pay vacation wages; (f) failing to comply with Labor Code sections 245 *et seq.* and 246; (g) failing to keep required payroll records under Labor Code sections 1174 and 1174.5; and (h) failing to produce requested employment records in violation of Labor Code sections 226 and 1198.5.

105. Plaintiffs and other Aggrieved Employees regularly worked shifts in excess of

1 five hours. However, Defendants failed to provide employees proper duty-free meal and rest
2 periods. More specifically, Defendants required Plaintiffs and other Aggrieved Employees to
3 remain on-duty and perform work during their breaks. Relatedly, on shifts where Plaintiffs and
4 other Aggrieved Employees worked in excess of ten hours, Defendants failed to provide them
5 with a second meal period altogether. Defendants failed to pay Plaintiffs and other Aggrieved
6 Employees premium compensation for the missed, late and/or interrupted meal/rest periods, as
7 mandated by Labor Code section 226.7. Defendants failed to pay reporting time pay when
8 Plaintiffs and the Aggrieved Employees were required to call in or show up to work without
9 being put to work or working less than half their usual or scheduled day's work. Defendants
10 failed to keep accurate payroll records as required by Labor Code sections 1174 and 1174.5.
11 Defendants failed to produce requested employment records in violation of Labor Code sections
12 226 and 1198.5.

13 106. Furthermore, as a pattern and practice, Defendants failed to pay and/or underpaid
14 overtime wages owed to Plaintiffs and other Aggrieved Employees. Although Defendants knew
15 or had reason to know that Plaintiffs and other Aggrieved Employees performed worked during
16 their meal periods, they did not receive the payment of overtime wages for such time. Separately,
17 when Defendants paid overtime wages, vacation wages, and sick pay, they did so at the incorrect
18 rate of pay. During workweeks when Plaintiffs and other Aggrieved Employees earned overtime
19 and non-discretionary incentive compensation, such as a bonus retention, Defendants failed to
20 include the additional compensation in the calculation of the regular rate used to pay overtime
21 wages, vacation wages, and sick pay.

22 107. Additionally, during workweeks when Plaintiffs and other Aggrieved Employees
23 worked in excess of eight hours in a workday and/or forty hours in a workweek and earned two
24 or more hourly rates, the overtime wages were not paid at 1.5 times the regular rate of pay.

25 108. To date, Plaintiffs and other Aggrieved Employees have not received the
26 underpaid and/or unpaid wages, including overtime and 226.7 premiums, owed to them/

27 109. Due to the underpayment and/or nonpayment of wages alleged herein, the wage
28 statements provided to Plaintiffs and other Aggrieved Employees violated Labor Code section

226. More specifically, the wage statements displayed inaccurate rates of pay, hours worked, and net/gross wages earned. Furthermore, the wage statements provided to Plaintiffs and other Aggrieved Employees failed to identify the address of the legal entity that is the employer, in violation of Labor Code section 226(a)(8). The wage statements identified the employer as 4283929 Delaware LLC, 2 Daniels Way Cranston, MA 02921. However, no such address exists in Massachusetts.

110. Furthermore, as a pattern and practice, Defendants failed to reimburse and indemnify Plaintiffs and other Aggrieved Employees for business expenses necessary for the discharge of their duties, including without limitation, the costs incurred with the use of personal cell phones for work related purposes, in violation of Labor Code section 2802. Employees utilized their personal cell phones to track and report their hours worked on an ADP application. This was a reasonable and necessary business expense but was not reimbursed by Defendants.

111. On or about July 12, 2024, Plaintiff Reveles sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, and 2802, pursuant to Labor Code section 2698, *et seq.*, the Private Attorney General Act ("PAGA"). On or about August 1, 2024, Plaintiff Graham sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, and 2802, pursuant to the PAGA. More than sixty-five days has elapsed since Plaintiffs sent written notice.

112. To date, the LWDA has not responded to Plaintiffs' written notices. As such, pursuant to Labor Code section 2699(a), Plaintiffs seek recovery of any and all applicable civil penalties for Defendants' violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, and 2802, for the time period described above, on behalf of themselves and other Aggrieved Employees.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed classes and sub-classes;
2. For an order appointing Plaintiffs as the representatives of the classes and sub-classes as described herein;
3. For an order appointing counsel for Plaintiffs as class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 201, 202, 203 and 226.7, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 201, 202, 203, 226.7 and 512, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 201, 202, 203, 510 and 1194, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California Labor Code section 226, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for damages pursuant to California Labor Code section 2802, and for costs and attorneys' fees;
9. Upon the Sixth Cause of Action, for recovery of the unpaid balance of the full amount of the reporting time pay due pursuant to the applicable Wage Order, and for costs and attorneys' fees;
10. Upon the Seventh Cause of Action, for penalties pursuant to Labor Code § 227.3, and for costs and attorneys' fees;
11. Upon the Eighth Cause of Action, for penalties pursuant to Labor Code §§ 245 and 246, and for costs and attorneys' fees;
12. Upon the Ninth Cause of Action, for penalties pursuant to Labor Code § 1174.5, and for costs and attorneys' fees;
13. Upon the Tenth Cause of Action, for penalties pursuant to Labor Code §§ 226 and 1198.5, and for costs and attorneys' fees

1 14. Upon the Eleventh Cause of Action, for restitution to Plaintiffs and other similarly
2 affected members of the general public of all funds unlawfully acquired by Defendants by means
3 of any acts or practices declared by this Court to be in violation of Business & Professions Code
4 section 17200, *et seq.*, and for costs and attorneys' fees;

5 15. Upon the Twelfth Cause of Action, for civil penalties according to proof pursuant
6 to Labor Code section 2698 *et seq.*, and for costs and attorneys' fees;

7 16. On all causes of action for attorneys' fees and costs as provided by California
8 Labor Code sections 218.5, 226, and 1194, and Code of Civil Procedure section 1021.5; and

9 17. For such other and further relief the Court may deem just and proper.

10
11 DATED: July 2, 2025

DIVERSITY LAW GROUP, P.C.

12
13 By: _____

Larry W. Lee
Kristen M. Agnew
Max Gavron

14
15 Attorneys for Plaintiff Graham, the Class and
16 Aggrieved Employees

17
18 DATED: July 2, 2025

D.LAW, INC.

19
20 By /s/Mason Doidge

21 David Yeremian
22 Roman Shkodnik
23 Mason Doidge
24 Attorneys for Plaintiff DARREN REVELES, the
25 Class and Aggrieved Employees
26
27
28