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Attorneys for Plaintiff ADAM ROSS  
As an individual and on behalf of all other similarly situated Class Members and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF RIVERSIDE**

ADAM ROSS, as an individual and on  
behalf of all other similarly situated Class  
Members and Aggrieved Employees,

Plaintiff,

v.

MOVADO GROUP, INC., a New York  
Corporation; MOVADO RETAIL  
GROUP, INC., a New Jersey Corporation;  
and DOES 1-100, inclusive,

Defendants.

Case No.: CVRI2405309

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

- 1. Recovery of Unpaid Minimum Wages and Liquidated Damages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods or Compensation in Lieu Thereof**
- 4. Failure to Provide Rest Periods or Compensation in Lieu Thereof**
- 5. Failure to Furnish Accurate Itemized Wage Statements**
- 6. Failure to Timely Pay All Wages Due Upon Separation of Employment**
- 7. Failure to Reimburse Business Expenses**
- 8. Unfair Competition and**
- 9. Violation of the Private Attorneys General Act of 2004**

**DEMAND FOR JURY TRIAL**

1 Plaintiff, ADAM ROSS (“PLAINTIFF”), as an individual and on behalf of all other similarly  
2 situated Class Members (as defined below) and Aggrieved Employees (as defined below), hereby  
3 files this First Amended Complaint against Defendants MOVADO GROUP, INC., a New York  
4 Corporation; MOVADO RETAIL GROUP, INC., a New Jersey Corporation; and DOES 1-100,  
5 inclusive, (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and  
6 believes and thereon alleges as follows:

### 7 **JURISDICTION AND VENUE**

8 1. This court possesses original subject matter jurisdiction over this matter. Venue is  
9 proper in the County of Riverside pursuant to California Code of Civil Procedure section 395.5  
10 because DEFENDANTS transact business within this judicial district, DEFENDANTS employed  
11 PLAINTIFF to work in this judicial district and some of the acts, omissions, and conduct alleged by  
12 PLAINTIFF herein occurred in this this judicial district. Venue is also proper pursuant to section  
13 393 of the California Code of Civil Procedure because the cause, or some part of the cause, arose in  
14 the County of Riverside. *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60  
15 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed  
16 Labor Code violations against some of its employees). Venue is also proper pursuant to section 393  
17 of the California Code of Civil Procedure because the cause, or some part of the cause, arose in the  
18 County of Riverside.

### 19 **THE PARTIES**

20 2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of  
21 California and a citizen of the State of California. PLAINTIFF was employed by DEFENDANTS  
22 in the State of California as a non-exempt employee during the Class Period (defined below) and  
23 PAGA Period (defined below).

24 3. PLAINTIFF worked for DEFENDANTS as a retail sales associate and/or similar job  
25 title(s) and/or job position(s) from in or around November 2023 through in or around January 2024.  
26 DEFENDANTS assigned PLAINTIFF to work at one of DEFENDANTS’ store(s), facilities and/or  
27 retail outlet(s) located in Riverside County, California.

28 4. Defendant, MOVADO GROUP,<sup>2</sup>INC., is a New York Corporation that, at all  
PLAINTIFF ADAM ROSS’ FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND  
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1 relevant times, was authorized to do business within the State of California and is doing business in  
2 the State of California.

3 5. Defendant, MOVADO RETAIL GROUP, INC., is a New Jersey Corporation that, at  
4 all relevant times, was authorized to do business within the State of California and is doing business  
5 in the State of California.

6 6. DEFENDANTS own, operate, manage and/or staff its employees to work at the  
7 stores, retail outlets, facilities and/or other locations in cities/counties throughout California,  
8 including but not limited to, stores, retail outlets, facilities and/or other locations in Riverside County  
9 and other counties throughout California.

10 7. The true names and capacities of the DOE Defendants sued herein as DOES 1  
11 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such  
12 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally  
13 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this  
14 Complaint to reflect the true names and capacities of the Doe Defendants when such identities  
15 become known.

16 8. PLAINTIFF is further informed and believes that, at all relevant times, each  
17 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,  
18 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
19 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of  
20 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all  
21 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this  
22 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant  
23 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant  
24 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,  
25 controlled, aided and abetted the conduct of all other Defendants.

26 **JOINT LIABILITY**

27 9. Under California law, the definition of the terms “to employ” are broadly construed  
28

1 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to  
2 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)  
3 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49  
4 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control  
5 was to reach situations in which multiple entities control different aspects of the employment  
6 relationship. Supervision of the work, in the specific sense of exercising control over how services  
7 are properly performed, is properly viewed as one of the “working conditions” mentioned in the  
8 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a  
9 temporary employment agency) hires and pays a worker, and the other entity supervises the work.  
10 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in  
11 California, applying a less stringent standard to what constitutes sufficient control by a business  
12 over its vendor’s employees’ wages and working conditions to render that business liable as a joint  
13 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative  
14 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the  
15 wages, hours, or working conditions of the employee, that is a sufficient showing of joint  
16 employment,” *Id.* at 875 [emphasis added].

17       10. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class  
18 Members (defined below) were jointly employed by DEFENDANTS for purposes of the Wage  
19 Orders, under the alternative definitions of “to employ” adopted by the California Supreme Court  
20 in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages,  
21 hours and working conditions of PLAINTIFF and the Class Members and Aggrieved Employees;  
22 (2) suffered or permitted PLAINTIFF and Class Members and Aggrieved Employees to work for  
23 them; and (3) engaged PLAINTIFF and Class Members and Aggrieved Employees to work for them.

24       11. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times  
25 DEFENDANTS operated as a single integrated enterprise with common ownership and  
26 centralized human resources. As a result, DEFENDANTS utilized the same unlawful policies and  
27 practices across all of their locations/facilities and subjected all of the Class Members and Aggrieved  
28 Employees to these same policies and practices <sup>4</sup> regardless of the location(s) where they worked.

1 Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in,  
2 and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common  
3 management, who have control over the day-to-day operations and employment matters, including  
4 the power to hire and fire, set schedules, issue employee policies, and determine rates of  
5 compensation across its locations in California; (3) DEFENDANTS utilize the same policies and  
6 procedures for all California employees, including issuing the same employee handbooks and other  
7 form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel  
8 and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

9 12. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant  
10 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members  
11 and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of  
12 action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Class  
13 Members and Aggrieved Employees' wages, hours and working conditions, and/or suffered or  
14 permitted PLAINTIFF and the Class Members and Aggrieved Employees to work so as to be  
15 considered the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees.

16 13. For example, wage statements issued by DEFENDANTS to PLAINTIFF list the  
17 following as the name of the legal entity that is PLAINTIFF's employer: "Movado Retail Outlet."  
18 However, most, if not all documents contained in DEFENDANTS' personnel file for PLAINTIFF,  
19 including without limitation, DEFENDANTS' employment offer letter to PLAINTIFF,  
20 DEFENDANTS' Code of Ethics and/or other employment-policy documents and/or employment  
21 agreements identify "Movado Group, Inc." and/or "Movado Group Inc" as the name of the entity  
22 that employed PLAINTIFF. Moreover, DEFENDANTS, and each of them, share the same agent for  
23 service of process and principal business office as provided to the California Secretary of State and  
24 that principal business office is the same as the address for the legal entity that is PLAINTIFF's  
25 employer as identified on DEFENDANTS' wage statements issued to PLAINTIFF.

26 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a  
27 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,  
28 time-keeping practices, meal and rest periods, reimbursement of business expenses and other

working conditions that were distributed to, and/or applied to PLAINTIFF and the Class Members and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF and the Class Members and Aggrieved Employees in a uniform manner. DEFENDANTS collectively represented to PLAINTIFF and the Class Members and Aggrieved Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's and Class Members and Aggrieved Employees' employment with or without cause. Upon information and belief, DEFENDANTS further collectively represented to PLAINTIFF and Class Members and Aggrieved Employees in writing the details of their compensation, and the manner in which they were to take meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of hours worked and the policies applicable to PLAINTIFF and Class Members and Aggrieved Employees by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Class Members and Aggrieved Employees.

15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and the Class Members and Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

16. PLAINTIFF is informed and believes that DEFENDANTS exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other Class Members and Aggrieved Employees.

## CLASS ALLEGATIONS

17. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF seeks to represent are defined as follows and referred to as the “Class” or “Class Members”:

All current and former non-exempt employees that worked either directly or via a staffing agency for any one or more of the

1 DEFENDANTS at any location in California at any time within the  
2 four years prior to the filing of the initial Complaint (“Class Period”).

3 a. Numerosity. While the exact number of Class Members is unknown to  
4 PLAINTIFF at this time, the Class is so numerous that the individual joinder of  
5 all members is impractical under the circumstances of this case. PLAINTIFF is  
6 informed and believes the Class consists of at least 50 individuals.

7 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment  
8 because common questions of law and fact predominate over individual issues.  
9 Common questions include, but are not limited to, the following: (1) whether  
10 DEFENDANTS understated hours worked and failed to pay all amounts due to  
11 PLAINTIFF and the Class Members for wages earned, including minimum and  
12 overtime wages, under California law; (2) whether DEFENDANTS provided  
13 PLAINTIFF and the Class Members with all meal periods or premium payments  
14 in lieu thereof in compliance with California law; (3) whether DEFENDANTS  
15 provided PLAINTIFF and the Class Members with all rest periods or premium  
16 payments in lieu thereof, in compliance with California law; (4) whether  
17 DEFENDANTS provided PLAINTIFF and Class Members with accurate,  
18 itemized wage statements in compliance with California law, displaying,  
19 including but not limited to, the total hours worked during the pay period; (5)  
20 whether DEFENDANTS timely paid PLAINTIFF and the Class Members all  
21 wages due upon separation of employment; (6) whether DEFENDANTS failed  
22 to reimburse PLAINTIFF and the Class Members for all business expenses; and  
23 (7) whether DEFENDANTS violated California Business and Professions Code  
24 sections 17200, *et seq.*

25 c. Ascertainable Class. The proposed Class is ascertainable as members can be  
26 identified and located using information in DEFENDANTS’ business, payroll  
27 and personnel records.

28 d. Typicality. PLAINTIFF’s claims are typical of the claims of the Class Members.

1 PLAINTIFF suffered a similar injury as members of the Class as a result of  
2 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate  
3 and pay all owed minimum and overtime wages, failure to provide proper meal  
4 periods and rest periods or premium compensation in lieu thereof, failure to  
5 provide accurate wage statements, failure to reimburse business expenses, and  
6 failure to timely pay all wages due upon separation of employment.

7 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the  
8 Class Members. PLAINTIFF has no interests adverse to the interests of the other  
9 Class Members. Counsel who represent PLAINTIFF are competent and  
10 experienced in litigating similar class action cases and are California lawyers in  
11 good standing. Counsel for PLAINTIFF have the experience and resources to  
12 vigorously prosecute this case.

13 f. Superiority. A class action is superior to other available means for the fair and  
14 efficient adjudication of this controversy since individual joinder of all members  
15 of the class is impractical. Class action treatment will permit a large number of  
16 similarly situated persons to prosecute their common claims in a single forum  
17 simultaneously, efficiently, and without the unnecessary duplication of effort  
18 and expense that numerous individual actions would engender. Furthermore, as  
19 the damages suffered by each individual member of the Class may be relatively  
20 small, the expenses and burden of individual litigation would make it difficult  
21 or impossible for individual members of the Class to redress the wrongs done to  
22 them, while an important public interest will be served by addressing the matter  
23 as a class action. The cost to the court system of adjudication of such  
24 individualized litigation would be substantial. Individualized litigation would  
25 also present the potential for inconsistent or contradictory judgments. Finally,  
26 the alternative of filing a claim with the California Labor Commissioner is not  
27 superior, given the lack of discovery in such proceedings, the fact that there are  
28 fewer available remedies, and the losing party has the right to a trial de novo in

the Superior Court.

**FACTUAL AND LEGAL ALLEGATIONS**

18. During the relevant period, PLAINTIFF, and each of the Class Members and Aggrieved Employees, worked for DEFENDANTS in the State of California. At all times referenced herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and Aggrieved Employees and suffered and/or permitted them to work.

19. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a retail sales associate and/or similar job title(s) and/or job position(s) from in or around November 2023 through in or around January 2024. DEFENDANTS assigned PLAINTIFF to work at one of DEFENDANTS' store(s), facilities and/or retail outlet(s) located in Riverside County, California.

20. PLAINTIFF typically worked shifts lasting at least four (4) to six (6) hours in length. Based on information and belief, at times, PLAINTIFF worked more than eight (8) hours in a workday and/or more than forty (40) hours in a workweek.

21. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an hourly basis for time counted by DEFENDANTS as hours worked.

22. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate PLAINTIFF and Class Members and Aggrieved Employees for all hours worked, resulting in the underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Class Members and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time rounding policies, and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods, as explained below.

23. Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other Class Members and Aggrieved Employees were subject to DEFENDANTS' control during purported meal periods and/or were otherwise not afforded lawful meal periods,

1 depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages owed.

2       24.     Based on information and belief, Class Members and Aggrieved Employees were  
3 not paid for all hours worked due to DEFENDANTS' policy and/or practice of rounding time entries  
4 or paying according to scheduled hours worked instead of actual time worked, and/or mandated off-  
5 the clock work policies and/or practices.

6       25.     For example, based on information and belief, at times, Class Members and  
7 Aggrieved Employees were required to complete off-the-clock work outside of scheduled shifts due  
8 to work-related phone calls and/or messages they received to their phones/mobile devices and were  
9 required to respond to, including but not limited to, communications from supervisors regarding  
10 scheduling and/or other work tasks, resulting in the underpayment of wages owed to Class Members  
11 and Aggrieved Employees.

12       26.     For example, DEFENDANTS routinely required PLAINTIFF to respond to work-  
13 related calls and/or messages prior to clocking in for the start of PLAINTIFF's shift(s), after  
14 clocking out for the end of PLAINTIFF's shift(s), during unpaid meal periods and/or otherwise  
15 outside of PLAINTIFF's scheduled shift times, resulting in DEFENDANTS' failure to compensate  
16 PLAINTIFF for all hours worked and the consistent underpayment of wages owed to PLAINTIFF.

17       27.     PLAINTIFF and other Class Members and Aggrieved Employees were required to  
18 perform other off-the-clock work for which they were not compensated.

19       28.     For example, based on information and belief, Class Members and Aggrieved  
20 Employees, including but not limited to, Class Members and Aggrieved Employees who worked as  
21 non-exempt managers and/or Class Members and Aggrieved Employees who worked with non-  
22 exempt managers during their shifts, were required to open their work locations, which required  
23 these Class Members and Aggrieved Employees to complete pre-shift off-the-clock work tasks,  
24 including but not limited to, unlocking the doors, turning on all the lights in the store/facility and/or  
25 deactivating the alarm before clocking in for work, resulting in pre-shift off-the-clock work,  
26 DEFENDANTS' failure to compensate Class Members and Aggrieved Employees for all hours  
27 worked and the underpayment of wages owed to Class Members and Aggrieved Employees.

28       29.     For example, at times, including but not limited to, when working with  
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1 PLAINTIFF's supervisor, PLAINTIFF was required to wait outside the store while PLAINTIFF's  
2 supervisor completed various work-related tasks, including but not limited to, unlocking the doors,  
3 turning all the lights in the store/facility and/or deactivating the alarm, before PLAINTIFF could  
4 enter DEFENDANTS' premises so PLAINTIFF could clock in for the start of PLAINTIFF's shift.  
5 This time PLAINTIFF spent under DEFENDANTS' control, including without limitation, time  
6 spent waiting outside DEFENDANTS' store/facility, resulted in at least five (5) minutes of pre-shift  
7 off-the-clock work during numerous shifts PLAINTIFF worked and the underpayment of wages  
8 owed to PLAINTIFF.

9         30. Based on further information and belief, Class Members and Aggrieved Employees  
10 in charge of closing their location(s) were required to first clock out for their shifts before enabling  
11 the alarm, turning off all the lights in the facility and/or locking the doors. This resulted in additional  
12 off-the-clock post-shift work that was not compensated and the underpayment of wages owed to  
13 Class Members and Aggrieved Employees.

14         31. Based on information and belief, at times, DEFENDANTS'  
15 biometric/electronic/POS employee time-keeping system malfunctioned such that Class Members  
16 and Aggrieved Employees were required to either reinitiate and/or otherwise troubleshoot the  
17 system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts  
18 and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment of  
19 wages owed to Class Members and Aggrieved Employees. Based on information and belief, Class  
20 Members and Aggrieved Employees experienced the same issues when clocking out for shifts and/or  
21 back in for meal periods. This time spent under DEFENDANTS' control was not recorded and not  
22 compensated and resulted in unpaid minimum wages owed to Class Members and Aggrieved  
23 Employees.

24         32. Moreover, based on information and belief, DEFENDANTS failed to pay  
25 PLAINTIFF and/or other Class Members and Aggrieved Employees split shift premium wages  
26 when they worked split shifts during the relevant period.

27         33. For example, based on information and belief, at times, DEFENDANTS required  
28 PLAINTIFF and/or other Class Members and Aggrieved Employees to work two separate shifts in

1 the same day. Based on information and belief, DEFENDANTS failed to pay PLAINTIFF and/or  
2 other Class Members and Aggrieved Employees split shift compensation whenever PLAINTIFF's  
3 and/or other Class Members and Aggrieved Employees' work schedules were interrupted by non-  
4 paid non-working periods established by DEFENDANTS, which resulted in a violation of the  
5 applicable Wage Order (See section 4 of all applicable Wage orders, "When an employee works a  
6 split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage  
7 for that workday...). See, also, Cal. Code Regs. Tit. 8, § 11050 (when an employee works a split  
8 shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for  
9 that workday, except when the employee resides at the place of employment).

10 34. DEFENDANTS also failed to separately itemize these split shift premium wages on  
11 PLAINTIFF's and/or other Class Members and Aggrieved Employees' wage statements, in  
12 violation of Labor Code sections 510, 1194 and all applicable IWC Wage Orders. See,  
13 [https://www.dir.ca.gov/dlse/split\\_shift.htm](https://www.dir.ca.gov/dlse/split_shift.htm). (The employer must itemize the premium payment on  
14 the pay stub provided to the employee, and it should be shown as a separate category such as "Split  
15 Shift Premium" and should not be lumped into another category such as wages, bonus, etc.  
16 DEFENDANTS failed to separately account for the split shift premiums earned by PLAINTIFF  
17 and/or other Class Members and Aggrieved Employees on their wage statements.

18 35. Based on information and belief, DEFENDANTS failed to pay Class Members and  
19 Aggrieved Employees the applicable minimum wage for the county and/or city within which the  
20 Class Member worked in California.

21 36. Based on information and belief, DEFENDANTS failed to pay Class Members and  
22 Aggrieved Employees for time they were required to spend completing orientation, policy  
23 questionnaires, and/or time spent completing the onboarding process including but not limited to  
24 reviewing various documents and policies provided by DEFENDANTS. Based on information and  
25 belief, this work time was completed off-the-clock and was not compensated.

26 37. Based on further information and belief, DEFENDANTS implemented a time-  
27 rounding system that as applied systematically deprived PLAINTIFF and other Class Members and  
28 Aggrieved Employees of compensable time because the time-rounding system implemented by

1 DEFENDANTS would almost always, if not always, result in understating actual compensable work  
2 time.

3 38. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,  
4 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal  
5 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of  
6 minimum wages owed to PLAINTIFF and Class Members and Aggrieved Employees as well as  
7 unpaid overtime wages for those Class Members and Aggrieved Employees who worked more than  
8 eight (8) hours in a day and/or more than forty (40) hours in a week.

9 39. Based on information and belief, DEFENDANTS had actual and/or constructive  
10 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to  
11 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the  
12 underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved  
13 Employees, in violation of California's minimum and overtime wage laws.

14 40. Based on information and belief, DEFENDANTS failed and continue to fail to pay  
15 Class Members and Aggrieved Employees two times their regular rate of pay for time worked  
16 beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh  
17 consecutive day of work in a work week, in violation of California's overtime laws.

18 41. Based on information and belief, DEFENDANTS failed to incorporate all non-  
19 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or  
20 other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),  
21 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other  
22 Class Members and Aggrieved Employees.

23 42. **Meal Period Violations.** PLAINTIFF and other Class Members and Aggrieved  
24 Employees consistently worked shifts of at least five and one-half hours or more, entitling them to  
25 at least one meal period. However, PLAINTIFF and other Class Members and Aggrieved  
26 Employees would not receive legally compliant thirty (30) minute first and second meal periods.  
27 Based on information and belief, Class Members and Aggrieved Employees were consistently  
28 unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take

1 late meal periods, interrupted meal periods, and/or work through part or all their meal periods due  
2 to understaffing, the nature and constraints of their job duties and/or commentary from supervisors  
3 pressuring them to take non-compliant meal periods or skip meal periods completely.

4 43. Based on information and belief, other Class Members and Aggrieved Employees  
5 were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had  
6 their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise  
7 on duty due to commentary from supervisors, understaffing, the nature and constraints of their job  
8 duties, and/or the need to meet DEFENDANTS' goals and expectations.

9 44. For example, based on information and belief, at times, Class Members and  
10 Aggrieved Employees were forced to skip their owed meal periods completely, take late meal  
11 periods and/or were interrupted during purported meal periods and/or had meal periods cut short  
12 and/or restricted to DEFENDANTS' premises and/or were otherwise required to remain on-duty  
13 during unpaid meal periods due to the need to continue assigned job duties.

14 45. For example, when working shifts lasting longer than five and one-half and/or six  
15 hours long, PLAINTIFF was frequently if not always, not provided with any version of a meal  
16 period due to lack of coverage and/or the need to complete assigned job duties. For example,  
17 DEFENDANTS' time records for PLAINTIFF for including but not limited to the following date(s)  
18 show PLAINTIFF worked more than six (6) hours without clocking out for any meal period during  
19 his shift.

20 46. Based on information and belief, DEFENDANTS implemented policies and/or  
21 practices that failed to relieve Class Members and Aggrieved Employees of all duties and  
22 DEFENDANTS' control during unpaid meal periods.

23 47. Based on information and belief, DEFENDANTS required Class Members and  
24 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which  
25 DEFENDANTS failed to take into account when scheduling meal periods for Class Members and  
26 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to  
27 unaccounted pre-shift off-the-clock work.

28 48. Based on information and belief, despite DEFENDANTS' failure to provide lawful  
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1 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end  
2 times of PLAINTIFF's and other Class Members and Aggrieved Employees' meal periods and/or  
3 automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal  
4 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class  
5 Members and Aggrieved Employees did not receive lawful meal periods.

6 49. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and  
7 Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally  
8 compliant thirty (30) minute second meal period.

9 50. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and  
10 other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal  
11 periods. Based on further information and belief, DEFENDANTS did not have a compliant written  
12 meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

13 51. Moreover, based on information and belief, DEFENDANTS failed to keep accurate  
14 records of the true start and end times of PLAINTIFF's and Class Members and Aggrieved  
15 Employees' meal periods. Based on information and belief, to the extent meal period were recorded,  
16 DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in  
17 PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked  
18 as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th  
19 58.

20 52. Based on information and belief, DEFENDANTS had actual and/or constructive  
21 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which  
22 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and Aggrieved  
23 Employees, in violation of California's meal period laws.

24 53. DEFENDANTS failed to pay PLAINTIFF and other Class Members and Aggrieved  
25 Employees, an additional hour of wages at their respective regular rates of compensation for each  
26 workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period  
27 premium at all for each workday a lawful meal period was not provided and/or failed to pay the  
28 proper meal period premium for failure to incorporate all non-discretionary remuneration, including

1 but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into  
2 the regular rate or compensation for purposes of calculating the owed meal period premium.

3       54.     **Rest Period Violations.** DEFENDANTS did not properly authorize and provide  
4 PLAINTIFF and other Class Members and Aggrieved Employees with legally compliant rest  
5 periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable,  
6 are provided in the middle of the work period, as required by law.

7       55.     PLAINTIFF and other Class Members and Aggrieved Employees were not  
8 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest  
9 periods per California law. Based on information and belief, DEFENDANTS had no policy in place  
10 nor instruction as to the taking of duty-free rest periods.

11       56.     Based on information and belief, DEFENDANTS did not have a have a compliant  
12 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in  
13 practice.

14       57.     For example, based on information and belief, Class Members and Aggrieved  
15 Employees were frequently, if not always, unable to take compliant rest periods due to their need to  
16 complete assigned job duties and/or was unable to take a net ten-minute rest period in a suitable rest  
17 area and/or had purported rest periods restricted to DEFENDANTS' premises/their assigned work  
18 locations/workstations.

19       58.     For example, PLAINTIFF was frequently, if not always, required to work through  
20 his owed rest periods each shift due to lack of coverage and/or the need to complete assigned job  
21 duties.

22       59.     Based on information and belief, DEFENDANTS did not pay Class Members and  
23 Aggrieved Employees any rest period premiums during their respective employments and/or did not  
24 pay Class Members and Aggrieved Employees a proper rest period premium for each missed and/or  
25 otherwise legally non-compliant rest period.

26       60.     For example, DEFENDANTS' wage statements for PLAINTIFF do not show the  
27 payment of a single rest period premium during PLAINTIFF's employment despite DEFENDANTS  
28 having actual and/or constructive knowledge that PLAINTIFF was required to work through his

1 owed rest periods and/or was not allowed to take legally compliant rest periods, in violation of  
2 California rest period law.

3         61.     Also, based on information and belief, DEFENDANTS had no policy and/or practice  
4 as to the proper timing and/or duty-free nature of rest periods. For example, based on information  
5 and belief, DEFENDANTS failed to allow PLAINTIFF and other Class Members and Aggrieved  
6 Employees to take off-duty rest periods that were insofar as practicable in the middle of the work  
7 period, as required by law.

8         62.     Based on information and belief, Class Members and Aggrieved Employees' rest  
9 periods were interrupted, cut short, on duty, restricted to work premises and/or late due to  
10 understaffing, the nature and constraints of their job duties, and/or due to commentary from  
11 supervisors/managers pressuring them to skip rest periods completely or otherwise take non-  
12 compliant rest periods.

13         63.     Moreover, based on information and belief, DEFENDANTS failed to provide any  
14 form of a third rest period on shifts lasting longer than ten hours.

15         64.     Based on information and belief, DEFENDANTS implemented policies and/or  
16 practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of  
17 all duties and DEFENDANTS' control during rest periods.

18         65.     Based on information and belief, Class Members and Aggrieved Employees were  
19 pressured to complete their work duties according to a designated schedule such that rest periods  
20 were only taken once tasks were completed, and/or as time permitted.

21         66.     Furthermore, DEFENDANTS failed to pay a rest period premium for each day in  
22 which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful  
23 rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium  
24 at all for each workday a proper rest period was not provided and/or failed to pay the proper rest  
25 period premium for failure to incorporate all non-discretionary remuneration, including but not  
26 limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the  
27 regular rate of compensation for purposes of calculating the owed rest period premium.

28         67.     **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to  
17  
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1 provide PLAINTIFF and other Class Members and Aggrieved Employees with accurate wage  
2 statements that complied with Labor Code section 226. As DEFENDANTS failed to provide  
3 PLAINTIFF and Class Members and Aggrieved Employees with meal and rest periods that  
4 complied with Labor section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and  
5 Class Members and Aggrieved Employees failed and continue to fail to correctly set forth the gross  
6 wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect  
7 during the pay period and the corresponding number of hours worked at each hourly rate by the  
8 employee.

9         68.     DEFENDANTS issued wage statements to PLAINTIFF and Class Members and  
10 Aggrieved Employees that also failed to indicate the earned gross and net wages earned during the  
11 pay period, the correct applicable rates of pay for all hours worked, and the total hours worked by  
12 PLAINTIFF and Class Members and Aggrieved Employees (by virtue of rounded time entries,  
13 automatic deduction for meal periods/failure to relieve Class Members and Aggrieved Employees  
14 of all duties and employer control during unpaid meal periods, payment according to scheduled  
15 hours worked rather than actual hours worked, and/or other off-the-clock work policies and  
16 practices) which results in a violation of Labor Code section 226(a).

17         69.     As described herein, based on information and belief, DEFENDANTS also failed to  
18 incorporate all forms of non-discretionary compensation earned during the pay period into the  
19 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour  
20 of overtime worked by PLAINTIFF and other Class Members and Aggrieved Employees.

21         70.     Moreover, based on information and belief, DEFENDANTS issued wage statements  
22 to PLAINTIFF and Class Members and Aggrieved Employees that further violate Labor Code  
23 section 226(a), by among other things, failing to list the correct name and/or address of the legal  
24 entity that is the employer.

25         71.     For example, wage statements issued by DEFENDANTS to PLAINTIFF list the  
26 following as the name of the legal entity that is PLAINTIFF's employer: "Movado Retail Outlet."  
27 However, based on information and belief, no legal entity by this name exists. Moreover, most, if  
28 not all documents contained in DEFENDANTS' personnel file for PLAINTIFF, including without

1 limitation, DEFENDANTS' employment offer letter to PLAINTIFF, DEFENDANTS' Code of  
2 Ethics and/or other employment-policy documents and/or employment agreements identify  
3 "Movado Group, Inc." and/or "Movado Group Inc" as the name of the entity that employed  
4 PLAINTIFF. As such, DEFENDANTS issued wage statements to Class Members and Aggrieved  
5 Employees that fail to list the correct name of the legal entity that is the employer, in violation of  
6 Labor Code section 226(a)(8).

7 72. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Class  
8 Members and Aggrieved Employees that were not accurate and did not include all of the statutorily  
9 required information. As such, DEFENDANTS violated Labor Code section 226.

10 73. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on  
11 information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved  
12 Employees all wages that were due and owing upon termination or resignation. Based on  
13 information and belief, DEFENDANTS untimely provide final wages to Class Members and  
14 Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

15 74. Upon separation of employment, Class Members and Aggrieved Employees' final  
16 paychecks were not timely provided and/or were not timely provided with all owed vacation pay  
17 and/or paid time off. Moreover, PLAINTIFF's and Class Members and Aggrieved Employees' final  
18 paychecks, once provided, did not include all wages owed as they were devoid of, including but not  
19 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed  
20 sick leave and/or paid time off wages at the properly accrued rates (including but not limited to, all  
21 owed vacation pay/paid time off paid at the final rate including non-discretionary compensation,  
22 including but not limited to, shift differentials).

23 75. For example, DEFENDANTS failed to timely furnish PLAINTIFF with a final  
24 paycheck containing all owed wages, including without limitation, all owed minimum wages,  
25 overtime wages, premium wages, commissions, vacation pay, all owed sick leave and/or paid time  
26 off wages at the properly accrued rates, (including but not limited to, all owed vacation pay/paid  
27 time off paid at the final rate including non-discretionary compensation, including but not limited  
28 to, any shift differential pay).

1           76. For example, DEFENDANTS did not furnish PLAINTIFF with any final paycheck  
2 containing PLAINTIFF's owed commissions within seventy-two (72) hours of PLAINTIFF's  
3 resignation, in violation of Labor Code Section 202.

4           77. Based on further information and belief, DEFENDANTS failed to timely provide all  
5 owed wages immediately upon discharge of employment. Based on information and belief, at times,  
6 Class Members and Aggrieved Employees experienced breaks in employment caused by  
7 DEFENDANTS whereby Class Members and Aggrieved Employees would not be called in for work  
8 for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work  
9 or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS  
10 failed to timely pay all owed wages at the end of such periods of employment, in violation of  
11 including but not limited to Labor Code section 201-202.

12           78. These violations subject DEFENDANTS to civil penalties under Labor Code section  
13 203, 210, and/or 256.

14           79. **Unreimbursed Business Expenses.** Based on information and belief,  
15 DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur  
16 business expenses as a direct consequence of the performance of their job duties without providing  
17 reimbursement, in violation of Labor Code section 2802. Based on information and belief,  
18 PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide  
19 and maintain work tools that are supposed to be the responsibility of the employer.

20           80. Based on information and belief, DEFENDANTS shifted the costs of doing business  
21 onto Class Members and Aggrieved Employees by requiring them to pay for business expenses,  
22 including but not limited to, uniforms/work clothing/work shoes/personal protective/safety  
23 gear/hand tools/equipment and/or the use of Class Members and Aggrieved Employees' personal  
24 vehicles and/or personal cell phones/mobile devices, internet and/or data usage for work-related  
25 purposes, including but not limited to, to receive and respond to work-related messages and/or phone  
26 calls.

27           81. For example, based on information and belief, Class Members and Aggrieved  
28 Employees were required to receive and respond to work-related calls and/or messages from

1 supervisors and/or other employees regarding scheduling and/or other work tasks but were not  
2 reimbursed by DEFENDANTS at all and/or in full for these business expenses.

3 82. For example, DEFENDANTS routinely required PLAINTIFF to use PLAINTIFF's  
4 personal phone/personal device(s) to carry out PLAINTIFF's assigned job duties, including but not  
5 limited to, for sending and/or receiving work-related messages and/or calls, however,  
6 DEFENDANTS failed to reimburse PLAINTIFF at all and/or in full for these business expenses  
7 PLAINTIFF incurred in connection with being required to use PLAINTIFF's personal cell  
8 phone/personal device(s) for work, including without limitation, increased data plan charges.

9 83. As explained above, based on information and belief, Class Members and Aggrieved  
10 Employees were not reimbursed for the cost of using their personal vehicle(s) and/or personal  
11 phone(s)/personal device(s) for work-related purposes and/or the cost of purchasing and/or  
12 maintaining work uniforms/work clothing/work shoes, personal protective/safety gear.

13 84. Based on information and belief, DEFENDANTS regularly failed to reimburse and  
14 indemnify Class Members and Aggrieved Employees for business expenses. Pursuant to California  
15 Labor Code section 2802, PLAINTIFF and Class Members and Aggrieved Employees were entitled  
16 to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders  
17 and/or carrying out the duties assigned by DEFENDANTS.

18 85. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with  
19 full reimbursement for all reasonable expenses associated with carrying out their duties required  
20 that Class Members and Aggrieved Employees subsidize and/or carry the burden of business  
21 expenses in violation of Labor Code section 2802.

22 86. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS  
23 engaged in these same herein described unlawful practices and that DEFENDANTS applied these  
24 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

25 **FIRST CAUSE OF ACTION**

26 **Recovery of Unpaid Minimum Wages and Liquidated Damages**  
27 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

28 87. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

88. It is fundamental that an employer must pay its employees for all time worked.  
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1 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.

2 89. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage  
3 Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up  
4 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.  
5 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll  
6 period is unlawful.

7 90. DEFENDANTS violated California’s minimum wage laws by failing to compensate  
8 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,  
9 DEFENDANTS’ time rounding, automatic deduction for meal periods, off-the-clock/unpaid work  
10 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,  
11 and/or payment according to scheduled hours worked rather than actual hours worked (described  
12 above), which resulted in the failure to account for all hours worked and thus the denial of minimum  
13 wages.

14 91. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and  
15 Class Members for all hours worked.

16 92. Based on information and belief, DEFENDANTS had actual or constructive  
17 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for  
18 meal periods, failure to relieve employees of all duties and employer control during unpaid meal  
19 periods, policy and practice of payment according to scheduled work time rather than actual work  
20 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages  
21 owed to PLAINTIFF and other Class Members.

22 93. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class  
23 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus  
24 attorney's fees and costs, in an amount to be proved at trial.

25 **SECOND CAUSE OF ACTION**

26 **Recovery of Unpaid Overtime Wages**

27 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

28 94. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

95. Employees in California must be paid overtime, equal to one and one-half times the  
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1 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including  
2 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of  
3 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in  
4 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh  
5 consecutive day of work in a workweek, unless they are exempt.

6 96. PLAINTIFF and the Class Members worked overtime hours for which they were not  
7 compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding,  
8 automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods,  
9 other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to  
10 scheduled hours worked rather than actual hours worked (described above), which resulted in the  
11 failure to account for all hours worked and thus the denial of all owed overtime wages.

12 97. Based on information and belief, DEFENDANTS failed to pay twice Class  
13 Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for  
14 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in  
15 violation of California's overtime laws.

16 98. Based on information and belief, DEFENDANTS further violated California's  
17 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not  
18 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary  
19 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to  
20 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of  
21 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and  
22 other Class Members.

23 99. DEFENDANTS' conduct described above is in violation of California Labor Code  
24 sections 510 and 1194 and all applicable Wage Orders.

25 100. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime  
26 wages, plus attorney's fees and costs, in an amount to be proved.

27 **THIRD CAUSE OF ACTION**

28 **Failure to Provide Meal Periods or Compensation in Lieu Thereof  
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

1           101. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

2           102. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,  
3 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute  
4 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second  
5 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be  
6 waived, but only under the following circumstances: (1) if an employee's total work period in a day  
7 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by  
8 mutual consent of the employer and employee, and (2) if an employee's total work period in a day  
9 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be  
10 waived by mutual consent of the employer and employee, but only if the first meal period was not  
11 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their  
12 employees for at least one meal period for shifts over five hours (see above), and (2) to record having  
13 done so.

14           103. Employers must pay employees an additional hour of wages at the employees'  
15 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted  
16 meal period, first meal period provided after five (5) hours, second meal period provided after 10  
17 hours). Lab. Code § 226.7.

18           104. As explained above, PLAINTIFF and other Class Members were consistently unable  
19 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being  
20 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their  
21 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary  
22 from supervisors pressuring them to take non-compliant meal periods or skip meal periods  
23 completely.

24           105. Based on information and belief, DEFENDANTS had and continue to have a policy  
25 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty  
26 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class  
27 Members did not receive compliant meal periods.

28           106. Moreover, based on information and belief, Class Members did not receive a timely,  
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1 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

2 107. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had  
3 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and  
4 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in  
5 violation of California's meal period laws.

6 108. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal  
7 periods in violation of California law and/or failed to pay the proper meal period premium for failure  
8 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift  
9 differential pay and/or other non-discretionary compensation into the regular rate or compensation  
10 for purposes of calculating the owed meal period premium.

11 109. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members  
12 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day  
13 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,  
14 all in an amount to be proved at trial.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Provide Rest Periods or Compensation in Lieu Thereof  
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

17 110. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 111. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer  
19 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours  
20 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period  
21 "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4<sup>th</sup> 1004 (2012), the  
22 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts  
23 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10  
24 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).  
25 The rest period requirement obligates employers to permit and authorize employees to take off-duty  
26 rest periods, meaning employers must relieve employees of all duties and relinquish control over  
27 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

28 112. If the employer fails to provide any required rest period, the employer must pay the

1 employee one hour of pay at the employee's regular rate of compensation for each workday the  
2 employer did not provide at least one legally required rest period, pursuant to Labor Code section  
3 226.7.

4 113. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-  
5 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,  
6 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to  
7 DEFENDANTS' control due to the nature and constraints of Class Members' job duties,  
8 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to  
9 skip rest periods completely or otherwise take non-compliant rest periods.

10 114. Based on information and belief, DEFENDANTS implemented policies and/or  
11 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer  
12 control during rest periods. Based on further information and belief, Class Members were pressured  
13 to complete their work duties according to a designated schedule such that rest periods were only  
14 taken once tasks were completed, and/or as time permitted.

15 115. As a result, PLAINTIFF and Class Members did not receive legally compliant first,  
16 second, or third rest periods as required by California law.

17 116. Moreover, based on information and belief, DEFENDANTS failed to pay a rest  
18 period premium to PLAINTIFF and other Class Members for each workday in which there was a  
19 missed or otherwise unlawful rest period. Based on further information and belief, when a rest  
20 premium was paid, DEFENDANTS failed to include non-discretionary compensation including but  
21 not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the  
22 regular rate of compensation for purposes of determining the owed rest period premium.

23 117. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one  
24 hour of additional pay at the regular rate of compensation for each workday that a required rest  
25 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage  
26 Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at  
27 trial.

#### 28 **FIFTH CAUSE OF ACTION**

##### **Failure to Furnish Accurate Itemized Wage Statements**

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**(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

118. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

119. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

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

120. As DEFENDANTS failed to provide PLAINTIFF and other Class Members with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and other Class Members failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

121. Moreover, due to violations detailed above, including but not limited to, DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide meal and rest break premiums, and failure to pay all sick leave wages at the proper rates, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish PLAINTIFF and other Class Members with accurate, itemized wage statements that listed the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based on

1 information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary  
2 compensation earned during the pay period into the regular rate of pay for purposes of calculating  
3 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of  
4 overtime worked by PLAINTIFF and other Class Members.

5 122. As explained above, wage statements issued by DEFENDANTS failed to list the  
6 “total hours worked” by PLAINTIFF and Class Members (by virtue of rounded time entries,  
7 automatic deduction for meal periods/failure to relieve Class Members of all duties and employer  
8 control during unpaid meal periods, payment according to scheduled hours worked rather than actual  
9 hours worked, and/or other off-the-clock work policies and practices all described in greater detail  
10 *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on  
11 a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*  
12 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

13 123. Based on information and belief, wage statements issued by DEFENDANTS failed  
14 to list all applicable hourly rates in effect during the pay period and the corresponding number of  
15 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).  
16 For example, as described herein, based on information and belief, DEFENDANTS failed to  
17 incorporate all forms of non-discretionary compensation earned during the pay period into the  
18 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour  
19 of overtime worked by Class Members.

20 124. Separately, and independent from the above allegations, DEFENDANTS issued  
21 wage statements to PLAINTIFF and Class Members that violate Labor Code section 226(a)(8), by  
22 failing to list the correct name and/or address of the legal entity that is the employer.

23 125. Based on information and belief, wage statements issued by DEFENDANTS failed  
24 to list the inclusive dates of the pay period for which the Class Member is being paid.

25 126. DEFENDANTS’ failure to accurately list all hours worked on all wage statements  
26 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Class  
27 Members over whether they received all wages owed to them.

28 127. As a result, PLAINTIFF and other Class Members have suffered injury as they could  
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1 not easily determine whether they received all wages owed to them and whether they were paid for  
2 all hours worked.

3 128. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or  
4 address of the legal entity that is the employer, PLAINTIFF and Class Members have suffered injury  
5 as they could not contact their employer regarding any question(s) they had about wages paid.

6 129. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and  
7 Class Members with accurate, itemized wage statements.

8 130. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Class Members  
9 have suffered injury. The absence of accurate information on their wage statements has prevented  
10 earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and  
11 mathematical computations to determine the amount of wages owed, and will cause difficulty and  
12 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the  
13 submission of inaccurate information about wages and amounts deducted from wages to state and  
14 federal government agencies. As a result, PLAINTIFF and Class Members are required to  
15 participate in this lawsuit and create more difficulty and expense from having to reconstruct time  
16 and pay records than if DEFENDANT had complied with its legal obligations.

17 131. Pursuant to California Labor Code section 226(e), PLAINTIFF and Class Members  
18 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226  
19 violation occurred and one hundred dollars per employee per violation for each subsequent pay  
20 period, not to exceed an aggregate penalty of four thousand dollars per employee.

21 132. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are  
22 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with  
23 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to  
24 provide currently employed Class Members with inaccurate wage statements in violation of  
25 California Labor Code § 226(a). Currently employed Class Members have no adequate legal remedy  
26 for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing unlawful  
27 conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS' compliance  
28 with California Labor Code § 226(a).

1           133. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF and Class  
2 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable  
3 attorneys' fees, and costs of suit.

4                                   **SIXTH CAUSE OF ACTION**

5                           **Failure to Timely Pay All Wages Due Upon Separation of Employment**  
6                           **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

7           134. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

8           135. California Labor Code section 201(a) provides, in relevant part, that "[i]f an  
9 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and  
payable immediately."

10          136. California Labor Code section 202(a) provides, in relevant part, that "[i]f an  
11 employee not having a written contract for a definite period quits his or her employment, his or her  
12 wages shall become due and payable not later than 72 hours thereafter, unless the employee has  
13 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled  
14 to his or her wages at the time of quitting."

15          137. Based on information and belief, DEFENDANTS failed and continue to fail to timely  
16 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of  
17 Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class  
18 Members do not include all wages owed as they are devoid of, including but not limited to, all owed  
19 minimum wages, overtime wages, premium wages, commissions, vacation pay, and all owed sick  
20 leave and/or paid time off wages at the properly accrued rates.

21          138. Under Labor Code section 203, PLAINTIFF and the Class Members who are no  
22 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days'  
23 pay, plus attorney's fees and costs, in an amount to be proved at trial.

24                                   **SEVENTH CAUSE OF ACTION**

25                           **Failure to Reimburse Business Expenses**  
26                           **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

27          139. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

28          140. California law requires employers to indemnify their employees for all necessary

1 expenditures incurred by the employee in direct consequence of the discharge of their duties or of  
2 their obedience to the directions of the employer. See Cal. Lab. Code s. 2802 and all applicable  
3 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary  
4 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees  
5 incurred by the employee enforcing the rights granted by this section.”

6 141. Among other things, under California law, when employees must use their personal  
7 cellphones for work-related purposes, the employer must reimburse them for a reasonable  
8 percentage of their cell phone bills. See *Cochran v. Schwan’s Home Services, Inc.* (2014) 228  
9 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was  
10 required to use their personal cellphone for work-related purposes and not reimbursed for the use.  
11 Id. 1144-1145. California law also requires employers to reimburse employees for automobile  
12 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear  
13 and tear on the vehicle. See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

14 142. As described above, PLAINTIFF and the Class Members were improperly required  
15 to pay for business expenses that are legally the responsibility of the employer.

16 143. DEFENDANTS’ failure to provide PLAINTIFF and the Class Members with full  
17 reimbursement for all reasonable expenses associated with carrying out their duties required that  
18 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in  
19 violation of Labor Code section 2802.

20 144. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Class  
21 Members have suffered injury in that they were not completely reimbursed as mandated by  
22 California law.

23 145. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members  
24 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable  
25 attorneys’ fees, and costs of suit.

## 26 **EIGHTH CAUSE OF ACTION**

### 27 **Unfair Competition**

#### 28 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

146. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

1           147. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition  
2 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair  
3 conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS'  
4 failure to pay minimum and overtime wages by virtue of its illegal policies and practices;  
5 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay  
6 proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized  
7 wage statements; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure  
8 to timely pay all wages owed upon separation of employment; and DEFENDANTS' failure to  
9 provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to,  
10 including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary  
11 compensation into the sick pay calculation and failure to base the accrued sick leave on the correct  
12 number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction policies and  
13 practices, payment according to scheduled hours worked and/or other off-the-clock work policies  
14 and practices).

15           148. Due to DEFENDANTS' unfair and unlawful business practices in violation of the  
16 California Labor Code, DEFENDANTS have gained a competitive advantage over other  
17 comparable companies doing business in the State of California that comply with their obligations  
18 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums  
19 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate  
20 itemized wage statements, to reimburse employees for all business expenses, to pay all owed  
21 minimum and overtime wages and to pay all wages due upon separation of employment of their  
22 employees.

23           149. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF  
24 and Class Members have suffered injury in fact and lost money or property, as described in more  
25 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,  
26 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully  
27 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their  
28 unlawful and unfair business practices.

1           150. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class  
2 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from  
3 engaging in each of the unlawful practices and policies set forth herein.

4           151. PLAINTIFF also seeks an award of attorney's fees pursuant to Code Civ. Proc  
5 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted  
6 by law.

7  
8                                   **NINTH CAUSE OF ACTION**  
9           **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**  
10                                   **2698, ET SEQ.**

11           **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**  
12                                   **DEFENDANTS)**

13           152. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,  
14 Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of PLAINTIFF,  
15 the State of California and Aggrieved Employees, regarding violations of the California Labor Code  
16 as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

17           All current and former non-exempt employees that worked either directly or via a staffing  
18 agency for any DEFENDANTS at any location in California at any time from one year prior  
19 to the filing of the initial Complaint through the present ("PAGA Period").

20           153. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code  
21 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory  
22 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,  
23 PLAINTIFF seeks to recover on behalf of the State of California and all Aggrieved Employees, the  
24 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has  
25 standing to bring a PAGA cause of action on behalf of PLAINTIFF, the State of California, and all  
26 Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is thereby  
27 affected by all of the alleged violations.

28                                   **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

          154. On September 26, 2024, PLAINTIFF, through counsel, gave written notice by online  
filing with the California Labor and Workforce Development Agency ("LWDA") informing it that

1 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged  
2 in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via  
3 certified mail.

4 155. The LWDA did not provide notice of its intention to investigate DEFENDANTS'  
5 violations after expiration of the statutorily-mandated waiting-time period(s), or at any time. To the  
6 extent any of the alleged violations were curable, DEFENDANTS failed to cure within the time  
7 allotted by PAGA. Accordingly, PLAINTIFF has exhausted the administrative remedies as required  
8 by Labor Code section 2699.3. Consequently, PLAINTIFF's right to file the instant lawsuit against  
9 DEFENDANTS has duly accrued.

10 156. PLAINTIFF seeks to recover the PAGA civil penalties through a representative  
11 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46  
12 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

13 157. From one year prior to PLAINTIFF's filing of the required PAGA notice with the  
14 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California  
15 Labor Code sections, 201-203, 210, 226, 226.7, 245-248.6, 256, 510, 512, 558, 558.1, 1174, 1174.5,  
16 1194, 1197, 1197.1, 1198, 1199, 2699, 2699.3, and 2802 and all applicable Wage Orders.

17 158. As set forth above, DEFENDANTS have committed numerous violations of the  
18 California Labor Code due to including but not limited to their failure to pay all owed minimum  
19 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation  
20 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,  
21 and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties  
22 are in addition to any other relief available under the Labor Code.

23 159. DEFENDANTS have violated the following Labor Code sections and provisions of  
24 the applicable Wage Order as to the PLAINTIFF and other Aggrieved Employees.

25 **Minimum and Overtime Wage Violations**

26 160. California law provides that employees in California must be paid for all hours  
27 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less  
28 than the mandated minimum wage. See Labor Code section 1197 and the applicable Wage Order.

1 The minimum wage standard applies to each hour employees worked for which they were not paid.  
2 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful  
3 even if averaging an employee's total pay over all hours worked, paid or not, results in an average  
4 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

5 161. California law also provides that employees in California must be paid overtime,  
6 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per  
7 week or 8 hours per day. See Labor Code 510 and the applicable Wage Order section 3. Employers  
8 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond  
9 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh  
10 consecutive day of work in a work week. *Ibid.*

11 162. As explained above, DEFENDANTS violated California's minimum and overtime  
12 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked  
13 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift  
14 start and end times and meal period start and end times), payment according to scheduled hours  
15 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during  
16 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful  
17 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

18 163. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and  
19 Aggrieved Employees for all hours worked.

20 164. Based on information and belief, DEFENDANTS had actual or constructive  
21 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for  
22 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and  
23 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the  
24 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved  
25 Employees.

26 165. Based on information and belief, DEFENDANTS calculated the owed overtime  
27 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)  
28 based on the minimum wage established for the cities and/or counties within which Aggrieved

1 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to  
2 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates  
3 above the California minimum wage rate.

4 166. Based on information and belief, DEFENDANTS failed and continue to fail to pay  
5 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours  
6 in a week.

7 167. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved  
8 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for  
9 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in  
10 violation of California's overtime laws.

11 168. Based on information and belief, DEFENDANTS further violated California's  
12 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not  
13 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary  
14 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to  
15 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of  
16 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and  
17 other Aggrieved Employees.

18 169. This conduct results in violations of Labor Code sections 510, 558, 558.1, 1194,  
19 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS to civil  
20 penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC Wage  
21 Orders, section 20.

22 **Meal Period Violations**

23 170. California law requires employers to provide employees a duty-free, uninterrupted  
24 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and  
25 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and  
26 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*  
27 *Court* (2012) 53 Cal.4<sup>th</sup> 1004.

28 171. Employers must also provide employees with a second duty-free, uninterrupted thirty  
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1 (30) minute meal period when an employee works more than (10) hours in a workday, and it must  
2 be provided before the end of the 10<sup>th</sup> hour of work. *Ibid*.

3 172. Employers covered by any and all applicable IWC Wage Orders have an obligation  
4 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),  
5 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is  
6 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)  
7 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4<sup>th</sup> 1004, 1052-1053, citing  
8 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a  
9 rebuttable presumption arises that the employee was not relieved of duty and no meal period was  
10 provided”).

11 173. Employers must pay employees an additional hour of wages at the employees’  
12 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted  
13 meal period, first meal period provided after five (5) hours, second meal period provided after 10  
14 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to  
15 provide an employee a meal period in accordance with the applicable provision of this Order, the  
16 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation  
17 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4<sup>th</sup> 1004.

18 174. As explained above, PLAINTIFF and other Aggrieved Employees were consistently  
19 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often  
20 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of  
21 their meal periods due to understaffing, the nature and constraints of their job duties, and/or  
22 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal  
23 periods completely.

24 175. Based on information and belief, DEFENDANTS had and continue to have a policy  
25 of rounding the start and end times of employees’ meal periods and/or automatically deducting  
26 thirty/sixty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF  
27 and Aggrieved Employees did not receive compliant meal periods.

28 176. Moreover, based on information and belief, Aggrieved Employees did not receive a  
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1 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

2 177. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had  
3 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and  
4 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in  
5 violation of California's meal period laws.

6 178. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal  
7 periods in violation of California law and/or failed to pay the proper meal period premium for failure  
8 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift  
9 differential pay and/or other non-discretionary compensation into the regular rate or compensation  
10 for purposes of calculating the owed meal period premium.

11 179. These unlawful meal period policies and practices result in violations of Labor Code  
12 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject  
13 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable  
14 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §  
15 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

16 **Rest Period Violations**

17 180. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer  
18 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours  
19 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period  
20 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4<sup>th</sup> 1004 (2012),  
21 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for  
22 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to  
23 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at  
24 1029). The rest period requirement obligates employers to permit and authorize employees to take  
25 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control  
26 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5<sup>th</sup>  
27 257. If the employer fails to provide any required rest period, the employer must pay the employee  
28 one hour of pay at the employee’s regular rate of compensation for each workday the employer did

1 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and  
2 applicable IWC Wage Order, §12(B).

3 181. Moreover, under California law rest periods must be a “net” ten minutes in a suitable  
4 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards  
5 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest  
6 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from  
7 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,  
8 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what  
9 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in  
10 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the  
11 “onus is on the employer to clearly communicate the authorization and permission [to take rest  
12 periods] to its employees.”).

13 182. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely  
14 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained  
15 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject  
16 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,  
17 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved  
18 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

19 183. Based on information and belief, DEFENDANTS implemented policies and/or  
20 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and  
21 employer control during rest periods. Based on further information and belief, Aggrieved  
22 Employees were pressured to complete their work duties according to a designated schedule such  
23 that rest periods were only taken once tasks were completed, and/or as time permitted.

24 184. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant  
25 first, second, or third rest periods as required by California law.

26 185. Moreover, based on information and belief, DEFENDANTS failed to pay a rest  
27 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there  
28 was a missed or otherwise unlawful rest period. Based on further information and belief, when a

1 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including  
2 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into  
3 the regular rate of compensation for purposes of determining the owed rest period premium.

4 186. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and  
5 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties  
6 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

7 **Wage Statement Violations**

8 187. California law requires every employer semi-monthly or at the time of each payment  
9 of wages to furnish its employees with an accurate itemized wage statement in writing that contains  
10 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of  
11 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;  
12 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee  
13 is paid; (7) the name of the employee and only the last four digits of his or her social security number  
14 or an employee identification number other than a social security number; (8) the name and address  
15 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay  
16 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

17 188. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees  
18 with meal and rest periods that complied with Labor Code section 226.7, the wage statements  
19 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail  
20 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)  
21 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net  
22 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in  
23 effect during the pay period and the corresponding number of hours worked at each hourly rate by  
24 the employee, in violation of Labor Code section 226(a)(9).

25 189. Moreover, due to violations detailed above, including but not limited to,  
26 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide  
27 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,  
28 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish

1 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed  
2 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based  
3 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary  
4 compensation earned during the pay period into the regular rate of pay for purposes of calculating  
5 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of  
6 overtime worked by PLAINTIFF and other Aggrieved Employees.

7 190. As explained above, wage statements issued by DEFENDANTS failed to list the  
8 “total hours worked” by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,  
9 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and  
10 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices  
11 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours  
12 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226  
13 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

14 191. Based on information and belief, wage statements issued by DEFENDANTS failed  
15 to list all applicable hourly rates in effect during the pay period and the corresponding number of  
16 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor  
17 Code section 226(a)(9).

18 192. Separately, and independent from the above allegations, based on information and  
19 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that  
20 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal  
21 entity that is the employer.

22 193. Based on information and belief, wage statements issued by DEFENDANTS failed  
23 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

24 194. DEFENDANTS’ failure to accurately list all hours worked on all wage statements  
25 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved  
26 Employees over whether they received all wages owed to them.

27 195. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as  
28 they could not easily determine whether they received all wages owed to them and whether they

1 were paid for all hours worked.

2 196. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or  
3 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered  
4 injury as they could not contact their employer regarding any question(s) they had about wages paid.

5 197. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and  
6 Aggrieved Employees with accurate, itemized wage statements.

7 198. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved  
8 Employees have suffered injury. The absence of accurate information on their wage statements has  
9 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and  
10 mathematical computations to determine the amount of wages owed, and will cause difficulty and  
11 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the  
12 submission of inaccurate information about wages and amounts deducted from wages to state and  
13 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to  
14 participate in this lawsuit and create more difficulty and expense from having to reconstruct time  
15 and pay records than if DEFENDANT had complied with its legal obligations.

16 199. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.  
17 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period  
18 during which the statute provisions were violated. <sup>1</sup>

19 **Business Expense Violations**

20 200. California law requires employers to indemnify their employees for all necessary  
21 expenditures incurred by the employee in direct consequence of the discharge of their duties or of  
22 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable  
23 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary  
24 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees  
25 incurred by the employee enforcing the rights granted by this section."

26 201. Among other things, under California law, when employees must use their personal  
27 cellphones for work-related purposes, the employer must reimburse them for a reasonable

28 <sup>1</sup> Labor Code § 226.3 (establishing that the civil penalty is \$2 per employee per violation").

1 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228  
2 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was  
3 required to use their personal cellphone for work-related purposes and not reimbursed for the use.  
4 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile  
5 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear  
6 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

7 202. Further, "any contract or agreement, express or implied, made by any employee to  
8 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive  
9 any employee or his personal representative of any right or remedy to which he is entitled to under  
10 the laws of this State." *See* Cal. Lab. Code section 2804.

11 203. As described above, PLAINTIFF and the Aggrieved Employees were improperly  
12 required to pay for business expenses that are legally the responsibility of the employer.

13 204. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with  
14 full reimbursement for all reasonable expenses associated with carrying out their duties required  
15 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business  
16 expenses in violation of Labor Code section 2802.

17 205. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved  
18 Employees have suffered injury in that they were not completely reimbursed as mandated by  
19 California law.

20 206. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with  
21 full reimbursement for all reasonable expenses associated with carrying out their duties required  
22 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business  
23 expenses in violation of Labor Code section 2802.

24 207. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved  
25 Employees have suffered injury in that they were not completely reimbursed as mandated by  
26 California law.

27 208. Despite being aware of these business expenses, DEFENDANTS failed to reimburse  
28 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor

Code § 2802. In turn, this constitutes a PAGA violation based on violations of California Labor Code § 2802 and the applicable Wage Order.

**Untimely Payment of Final Wages**

209. California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.”

210. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code section 256. See, *Iskanian v. CLS Transportation Orange, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

211. Based on information and belief, upon separation of employment, Aggrieved Employees’ final paychecks were not timely provided, were not timely provided with all owed vacation pay/ and/or paid time off and/or did not include all wages owed, in violation of Labor Code section 201-202. Based on information and belief, Aggrieved Employees’ final paychecks did not include all wages owed as they are devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay and/or all paid time off wages at the properly accrued rates (including but not limited to any owed shift differential pay).

212. Based on information and belief, at times, Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby Aggrieved Employees would not be called in for work for longer than a single pay period due to including but not limited to DEFENDANTS’ lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in

1 violation of including but not limited to Labor Code section 201-202.

2 213. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These  
3 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or  
4 256.

5 **Failure to Keep Accurate Records**

6 214. California Labor Code § 1174 requires employers to keep “accurate and complete”  
7 payroll records showing, among other things, the hours worked daily by all non-exempt employees.  
8 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the  
9 times during which all owed meal periods were provided each day.

10 215. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate  
11 and complete records as required by law, including but not limited to the following records: total  
12 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other  
13 Aggrieved Employees began and ended each work period, time records of meal periods, and  
14 accurate itemized wage statements.

15 216. DEFENDANTS’ failure to keep “accurate and complete” payroll records for  
16 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all  
17 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under  
18 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and  
19 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay  
20 period during which the referenced statutes and Wage Order provisions were violated.

21 **Standard Conditions of Labor Violations**

22 217. Together, Labor Code sections 1198 and 1199 make unlawful any employment of  
23 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,  
24 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including  
25 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS’  
26 violations with respect to meal periods, rest periods, record keeping provisions business expenses,  
27 and minimum/overtime wages result in separate violations of sections 1198 and 1199, which subject  
28 DEFENDANTS to civil penalties under Labor Code sections 1197.1 and 2699.

1           **Sick Leave Violations**

2           218. DEFENDANTS violated California's paid sick leave laws including, Labor Code  
3 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to  
4 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to  
5 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to  
6 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but  
7 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary  
8 compensation into the sick leave pay rate calculation.

9           219. DEFENDANTS failed to maintain accurate records of used sick leave and the  
10 balance of paid sick leave left to the employees, which affected PLAINTIFF and Aggrieved  
11 Employees' intelligent exercise of their paid sick leave.

12           220. But for this failure, PLAINTIFF and other Aggrieved Employees would have used  
13 their paid sick leave at least prior to their respective separations, for as on several occasions  
14 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate  
15 compensation.

16           221. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records  
17 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all  
18 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees  
19 were entitled to the maximum number of hours accruable.

20           222. Upon information and belief, DEFENDANTS failed and continue to fail to comply  
21 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with  
22 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick  
23 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays  
24 wages.

25           223. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

26           224. On information and belief, PLAINTIFF alleges that all of these practices were  
27 experienced and continue to be experienced by other Aggrieved Employees.

28           225. Accordingly, PLAINTIFF seeks<sup>46</sup> all appropriate relief under the PAGA, the  
PLAINTIFF ADAM ROSS' FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND  
DEMAND FOR JURY TRIAL

aforementioned code provisions including but not limited to Labor Code section 233 and 234, and seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

226. Under the provisions of PAGA and the above mentioned Labor Code sections, including but not limited to Labor Code sections 201-203, 210, 226, 226.7, 245-248.6, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2699, 2699.3, and 2802 and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- a. All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and
- b. Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).

227. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

## PRAYER FOR RELIEF

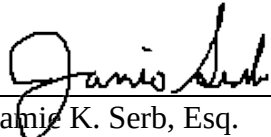
WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and Class Members and Aggrieved Employees as follows:

1. For an order that the action be certified as a class action;
2. For an order that PLAINTIFF be appointed as class representative;
3. For an order that counsel for PLAINTIFF be appointed as class counsel;
4. For compensatory damages according to proof;
5. For liquidated damages according to proof;
6. For penalties according to proof;
7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully withheld from PLAINTIFF and the Class Members;

- 1 8. For an order finding DEFENDANTS have engaged in unfair competition in violation of  
2 section 17200, *et seq.*, of the California Business and Professions Code;  
3 9. For an order enjoining DEFENDANTS from further acts of unfair competition;  
4 10. For pre-judgment interest as permitted by law;  
5 11. For attorney's fees and costs reasonably incurred, including as permitted under Labor Code  
6 section 218.5;  
7  
8 12. For civil penalties under Labor Code Section 2699; and  
9 13. For such other and further relief that the Court deems just and proper.

10 Dated: January 29, 2025

**CROSNER LEGAL, PC**

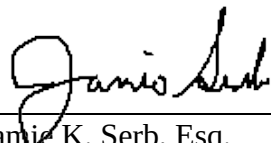
11  
12  
13 By:   
14 Jamie K. Serb, Esq.  
15 Zachary M. Crosner, Esq.  
16 Attorneys for Plaintiff,  
17 ADAM ROSS

18 **DEMAND FOR JURY TRIAL**

19 PLAINTIFF demands a trial by jury on all claims so triable.  
20

21 Dated: January 29, 2025

**CROSNER LEGAL, PC**

22  
23 By:   
24 Jamie K. Serb, Esq.  
25 Zachary M. Crosner, Esq.  
26 Attorneys for Plaintiff,  
27 ADAM ROSS  
28