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15 on behalf of himself and others similarly situated

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**

14 CHRISTIAN F PEREZ, on behalf of himself and
15 others similarly situated

16 Plaintiff,

17 vs.

18 CASCADE DRILLING, L.P.; and DOES 1 to
19 100, inclusive,

20 Defendants.
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Case No. **CIVRS 2401152**

CLASS ACTION

**PLAINTIFF CHRISTIAN F PEREZ'S
COMPLAINT FOR DAMAGES AND
RESTITUTION FOR:**

1. **FAILURE TO PAY WAGES FOR
ALL HOURS WORKED AT
MINIMUM WAGE IN
VIOLATION OF LABOR CODE
SECTIONS 1194 AND 1197**
2. **FAILURE TO PAY OVERTIME
WAGES FOR DAILY
OVERTIME WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510 AND 1194**
3. **FAILURE TO AUTHORIZE OR
PERMIT MEAL PERIODS IN
VIOLATION OF LABOR CODE
SECTIONS 512 AND 226.7**

4. **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**
5. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
6. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
7. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
8. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff CHRISTIAN F PEREZ (“Plaintiff”), who alleges and complains on information and belief except as to those allegations relating to plaintiff himself, which are asserted on personal knowledge, against Defendants CASCADE DRILLING, L.P.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay

1 meal period premium wages; failure to authorize or permit all legally required and/or compliant rest
2 periods or pay rest period premium wages; indemnification for all necessary expenditures or losses
3 incurred by employees in direct consequence of discharging their duties; statutory penalties for
4 failure to provide accurate wage statements; statutory waiting time penalties in the form of
5 continuation wages for failure to timely pay employees all wages due upon separation of
6 employment; injunctive relief and other equitable relief; reasonable attorneys' fees pursuant to
7 Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and
8 others similarly situated.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over Plaintiff's and putative class members' claims for
11 failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the
12 overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods
13 or pay meal period premium wages; failure to authorize or permit all legally required and/or
14 compliant rest periods or pay rest period premium wages; indemnification for all necessary
15 expenditures or losses incurred by employees in direct consequence of discharging their duties;
16 statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties
17 in the form of continuation wages for failure to timely pay employees all wages due upon separation
18 of employment; and claims for injunctive relief and restitution under California Business and
19 Professions Code sections 17200, *et seq.*, for the following reasons: Defendants operate throughout
20 California; Defendants employed Plaintiff and putative class members in locations throughout
21 California, including but not limited to San Bernardino County, at 1333 W 9th Street, Upland, CA
22 91786; more than two-thirds of putative class members are California citizens; the principal
23 violations of California law occurred in California; no other class actions have been filed against
24 Defendants in the last four (4) years alleging wage and hour violations; the conduct of Defendants
25 forms a significant basis for Plaintiff's and putative class members' claims; and Plaintiff and
26 putative class members seek significant relief from Defendants.

27 **III. PARTIES**

28 3. Plaintiff brings this action on behalf of himself and other members of the general

1 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
2 is filed are current, former, and/or future employees of Defendants as direct employees as well as
3 temporary employees employed through temp agencies who work as hourly non-exempt employees.
4 At all times mentioned herein, the currently named Plaintiff is and was a resident of California and
5 was employed by Defendants in the State of California within the four (4) years prior to the filing
6 of this Complaint.

7 4. Defendants employed Plaintiff as an hourly non-exempt employee from in or around
8 June 2024 until on or about August 28, 2024.

9 5. Defendants employed Plaintiff and other hourly non-exempt employees throughout
10 the State of California and therefore their conduct forms a significant basis of the claims asserted in
11 this matter.

12 6. Defendant CASCADE DRILLING, L.P. is authorized to do business within the State
13 of California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
14 and at all times relevant hereto were persons acting on behalf of Defendant CASCADE DRILLING,
15 L.P. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
16 or policies. Defendant CASCADE DRILLING, L.P. operates in San Bernardino County and
17 employed Plaintiff and putative class members in San Bernardino County, including but not limited
18 to, at 1333 W 9th Street, Upland, CA 91786.

19 7. Defendants DOES 51-100 are individuals unknown to Plaintiff. Each individual
20 Defendants is sued individually in his or her capacity as an agent, shareholder, owner,
21 representative, supervisor, independent contractor and/or employee of each Defendants and
22 participated in the establishment of, or ratification of, the aforementioned illegal wage and hour
23 practices or policies.

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

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

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

16 11. Plaintiff makes the allegations in this Complaint without any admission that, as to
17 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
18 reserves all of Plaintiff’s rights to plead in the alternative.

19 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

20 12. Pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order
21 (“Wage Order”), codified at California Code of Regulations, title 8, section 110160, Defendants are
22 employers of Plaintiff within the meaning of Wage Order 16 and applicable Labor Code sections.
23 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
24 herein in violation of the Wage Order and the Labor Code.

25 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
26 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
27 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
28 which includes all time that an employee is under the control of the employer and all time the

1 employee is suffered and permitted to work. This includes the time an employee spends, either
2 directly or indirectly, performing services which inure to the benefit of the employer.

3 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
4 for all “hours worked” at least at the minimum wage rate of pay as established by the IWC and the
5 Wage Orders.

6 15. Plaintiff and similarly situated hourly non-exempt employees sometimes worked
7 more minutes per shift than Defendants credited them with having worked. On those occasions,
8 Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable
9 minimum wage for all hours worked due to Defendants’ policies, practices, and/or procedures
10 including, but not limited to:

11 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
12 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and similarly
13 situated employees legally compliant, duty-free meal breaks of at least 30 minutes in length.

14 (b) “Rounding down” Plaintiffs’ and similarly situated employees’ total daily hours at
15 the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the
16 nearest quarter of an hour, to the benefit of Defendants.

17 16. Plaintiff and similarly situated employees were not always paid for this time resulting
18 in Defendants’ failure to pay minimum wage for all the hours Plaintiff and similarly situated
19 employees worked.

20 17. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
21 employees to be subject to Defendants’ control without paying wages for that time. This resulted in
22 Plaintiff and similarly situated employees working time for which they were not compensated any
23 wages, in violation of Labor Code sections 1194, 1197, and Wage Order 16 .

24 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
25 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
26 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
27 which includes all time that an employee is under the control of the employer and all time the
28 employee is suffered or permitted to work. This includes the time an employee spends, either

1 directly or indirectly, performing services which inure to the benefit of the employer.

2 19. Labor Code sections 510 and 1194 and Wage Order 16 require an employer to
3 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
4 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
5 in a workweek:

6 Any work in excess of eight hours in one workday and any work in excess of 40
7 hours in any one workweek and the first eight hours worked on the seventh day of
8 work in any one workweek shall be compensated at the rate of no less than one and
9 one-half times the regular rate of pay for an employee. Any work in excess of 12
10 hours in one day shall be compensated at the rate of no less than twice the regular
11 rate of pay for an employee. In addition, any work in excess of eight hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee. Labor Code section 510; Wage Order 16 , § 3.

12 20. Defendants sometimes failed to pay Plaintiff and similarly situated employees all
13 wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices,
14 and/or procedures including, but not limited to,

15 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
16 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and similarly
17 situated employees legally compliant, duty-free meal breaks of at least 30 minutes in length.

18 (b) "Rounding down" Plaintiffs' and similarly situated employees' total daily hours at
19 the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the
20 nearest quarter of an hour, to the benefit of Defendants.

21 21. Plaintiff and similarly situated employees were not always paid for this time.

22 22. To the extent the employees had already worked 8 hours in the day and on
23 workweeks they had already worked 40 hours in a workweek, the employees should have been paid
24 overtime for this unpaid time. This sometimes resulted in hourly non-exempt employees working
25 time which should have been paid at the legal overtime rate but was not paid any wages in violation
26 of Labor Code sections 510, 1194, and Wage Order 16 .

27 23. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
28 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all overtime

1 hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

2 24. **Failure to authorize or permit all legally required and compliant meal periods**
3 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
4 exempt employees, including the named Plaintiff and similarly situated employees, for shifts longer
5 than five (5) hours in length and shifts longer than ten (10) hours in length.

6 25. California law requires an employer to authorize or permit an uninterrupted meal
7 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of work
8 and a second meal period no later than the employee's tenth hour of work. Labor Code section 512;
9 Wage Order 16 , § 11. If the employee is not relieved of all duties during a meal period, the meal
10 period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty"
11 meal period is only permitted when (1) the nature of the work prevents an employee from being
12 relieved of all duty and (2) the parties have a written agreement agreeing to on-duty meal periods.
13 If the employee is not free to leave the work premises or worksite during the meal period, even if
14 the employee is relieved of all other duty during the meal period, the employee is subject to the
15 employer's control and the meal period is counted as time worked. If an employer fails to provide
16 an employee a meal period in accordance with the law, the employer must pay the employee one
17 (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and
18 compliant meal period was not provided. Labor Code section 226.7; Wage Order 16 , § 11.

19 26. Here, Plaintiff and similarly situated employees often worked shifts long enough to
20 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
21 practices, and/or procedures that sometimes resulted in their failure to authorize or permit meal
22 periods to Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-
23 hour period of work as required by law. Such policies, practices, and/or procedures included, but
24 were not limited to,

25 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
26 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and similarly
27 situated employees legally compliant, duty-free meal breaks of at least 30 minutes in length.

28 (b) "Rounding down" Plaintiffs' and similarly situated employees' total daily hours at

1 the time of their clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the
2 benefit of Defendants.

3 (c) Failing to provide Plaintiff and similarly situated employees timely, uninterrupted,
4 duty-free meal breaks of at least 30 minutes for every five hours worked.

5 27. Additionally, Defendants sometimes failed to pay Plaintiff and similarly situated
6 employees a meal period premium wage of one (1) additional hour of pay at their regular rate of
7 compensation for each workday the employees did not receive all legally required and compliant
8 meal periods. Defendants employed policies and procedures which sometimes resulted in employees
9 not receiving meal period premium wages to compensate them for workdays in which they did not
10 receive all legally required and compliant meal periods.

11 28. The aforementioned policies, practices, and/or procedures of Defendants resulted in
12 Plaintiff and similarly situated employees not always being provided with all legally required and
13 compliant meal periods and/or not receiving premium wages to compensate them for such instances,
14 all in violation of California law.

15 29. **Failure to authorize and permit all legally required and compliant rest periods**
16 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees,
17 including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half
18 (3.5) hours.

19 30. California law requires every employer to authorize and permit an employee a rest
20 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
21 section 226.7; Wage Order 16 , § 12. If the employer fails to authorize or permit a required rest
22 period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of
23 compensation for each workday the employer did not authorize or permit a legally required rest
24 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
25 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
26 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
27 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 16 , §
28 12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 16

1 , § 12. Additionally, the rest period requirement “obligates employers to permit – and authorizes
2 employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
3 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish
4 control over how employees spend their time. *Id.*

5 31. In this case, Plaintiff and similarly situated employees often worked shifts of more
6 than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
7 procedures that sometimes resulted in their failure to authorize or permit all legally required and
8 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or
9 procedures included, but were not limited to,

10 (a) Failing to provide Plaintiff and similarly situated employees with net ten (10) minute
11 rest breaks for every four (4) hours worked or major fraction thereof.

12 32. Additionally, Defendants sometimes failed to pay Plaintiff and similarly situated
13 employees a rest period premium wage of one (1) additional hour of pay at their regular rate of
14 compensation for each workday the employees did not receive all legally required and compliant
15 rest periods. Defendants employed policies and procedures which sometimes resulted in employees
16 not receiving rest period premium wages to compensate them for workdays in which they did not
17 receive all legally required and compliant rest periods.

18 33. The aforementioned policies, practices, and/or procedures of Defendants resulted in
19 Plaintiff and similarly situated employees not always being provided with all legally required and
20 compliant rest periods and/or not receiving premium wages to compensate them for such instances,
21 all in violation of California law.

22 34. **Failure to indemnify employees for losses and expenditures incurred as part of**
23 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
24 her employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
26 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
27 the employer onto the employee. (Labor Code section 2802).

28 35. Defendants employed policies, practices, and/or procedures of impermissibly

1 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
2 practices, and/or procedures included, but were not limited to,

3 (a) requiring Plaintiff and similarly situated employees to use or purchase their own tools
4 and/or resources in order to work for Defendants, including but not limited to passing the cost of
5 Worker's Compensation insurance onto Plaintiff and similarly situated employees - without always
6 reimbursing Plaintiff and similarly situated employees for such use.

7
8 36. The costs incurred by Plaintiff and similarly situated employees to use or purchase
9 their own tools and/or resources for their mandatory compliance with Defendants' aforementioned
10 policies, practices, and/or procedures were significant as a result of their employment with
11 Defendants.

12 37. Defendants employed policies and procedures which sometimes resulted in Plaintiff
13 and similarly situated employees not receiving indemnification for the aforementioned necessary
14 expenditures incurred as a result of their employment with Defendants.

15 38. Defendants' aforementioned policies, practices, and/or procedures resulted in
16 Plaintiff and similarly situated employees not always receiving indemnification for employment-
17 related expenditures, in violation of Labor Code section 2802.

18 39. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
19 *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his
20 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
21 worked by the employee, except for any employee whose compensation is solely based on a salary
22 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
23 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
24 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
25 all deductions made on written orders of the employee may be aggregated and shown as one item,
26 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
27 the name of the employee and his or her social security number, (8) the name and address of the
28 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."

1 40. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants
2 sometimes failed to provide accurate wage and hour statements to him and other similarly situated
3 employees who were subject to Defendants' control for uncompensated time and who did not
4 receive all their earned wages (including minimum wages, overtime wages, meal period premium
5 wages, and/or rest period premium wages), in violation of Labor Code section 226.

6 41. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
7 timely after an employee's employment ends. The wages are due immediately upon termination or
8 within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

9 42. Plaintiff alleges that he and other similarly situated employees, were not always paid
10 their final wages in a timely manner as required by Labor Code section 203. Minimum wages for
11 all hours worked, overtime wages for overtime hours worked, meal period premium wages, and/or
12 rest period premium wages (all described above), were not always paid at the time of Plaintiff's and
13 other similarly situated employees' separation of employment, whether voluntarily or involuntarily,
14 as required by Labor Code sections 201, 202, and 203.

15 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

16 43. Plaintiff brings this action on behalf of himself, on behalf of others similarly situated,
17 and on behalf of the general public, and as members of a Class defined as follows:

18 A. **Minimum Wage Class:** All current and former hourly non-exempt
19 employees employed by Defendants as direct employees as well as temporary employees employed
20 through temp agencies in California at any time from four (4) years prior to the filing of the initial
21 Complaint in this matter through the date notice is mailed to a certified class who were not paid at
22 least minimum wage for all time they were subject to Defendants' control.

23 B. **Overtime Class:** All current and former hourly non-exempt employees
24 employed by Defendants as direct employees as well as temporary employees employed through
25 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
26 in this matter through the date notice is mailed to a certified class who worked more than eight (8)
27 hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek, to whom
28 Defendants did not pay overtime wages.

1 C. **Meal Period Class:** All current and former hourly non-exempt employees
2 employed by Defendants as direct employees as well as temporary employees employed through
3 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
4 in this matter through the date notice is mailed to a certified class who worked shifts more than five
5 (5) hours yet Defendants failed to authorize or permit all required duty-free meal periods of not less
6 than thirty (30) minutes.

7 D. **Rest Period Class:** All current and former hourly non-exempt employees
8 employed by Defendants as direct employees as well as temporary employees employed through
9 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
10 in this matter through the date notice is mailed to a certified class who worked shifts of at least three-
11 and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net ten (10) minutes
12 for every four (4) hours worked or major fraction thereof.

13 E. **Indemnification Class:** All current and former hourly non-exempt
14 employees employed by Defendants as direct employees as well as temporary employees employed
15 through temp agencies in California at any time from four (4) years prior to the filing of the initial
16 Complaint in this action through the date notice is mailed to a certified class and who did not receive
17 indemnification to reimburse them for the necessary expenditures incurred in the discharge of their
18 duties.

19 F. **Wage Statement Class:** All current and former hourly non-exempt
20 employees employed by Defendants as direct employees as well as temporary employees employed
21 through temp agencies in California at any time from one (1) year prior to the filing of the initial
22 Complaint in this action through the date notice is mailed to a certified class who received inaccurate
23 or incomplete wage and hour statements.

24 G. **Waiting Time Class:** All current and former hourly non-exempt employees
25 employed by Defendants as direct employees as well as temporary employees employed through
26 temp agencies in California at any time from three (3) years prior to the filing of the initial Complaint
27 in this action through the date notice is mailed to a certified class who did not receive payment of
28 all unpaid wages upon separation of employment within the statutory time period.

1 H. **California Class:** All aforementioned classes are herein collectively referred
2 to as the “California Class.”

3 44. There is a well-defined community of interest in the litigation and the classes are
4 ascertainable:

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

8 B. **Common Questions Predominate:** Common questions of law and fact exist
9 as to all members of the Plaintiff classes and predominate over any questions that affect only
10 individual members of each class. The common questions of law and fact include, but are not limited
11 to:

12 i. Whether Defendants violated Labor Code sections 1194 and 1197 by
13 not paying wages at the minimum wage rate for all time that the Minimum Wage Class Members
14 were subject to Defendants’ control;

15 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
16 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
17 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
18 a workweek;

19 iii. Whether Defendants violated Labor Code sections 512 and 226.7, as
20 well as the applicable Wage Order, by employing the Meal Period Class Members without providing
21 all compliant and/or required meal periods and/or paying meal period premium wages;

22 iv. Whether Defendants violated Labor Code section 226.7 by employing
23 the Rest Period Class Members without providing all compliant and/or required rest periods and/or
24 paying rest period premium wages;

25 v. Whether Defendants violated Labor Code section 2802 by failing to
26 provide Indemnification Class Members with reimbursement of costs to compensate them for the
27 necessary expenditures incurred in the discharge of their duties;
28

vi. Whether Defendants failed to provide the Wage Statement Class Members with accurate itemized statements at the time they received their itemized statements;

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

viii. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code sections 17200, *et seq.*;

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

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

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

C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising out of Defendants' failure to pay wages at least at minimum wage for all time the employees were subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime hours worked. Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required meal periods and/or meal periods that were duty-free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as compensation. Plaintiff and members of the Rest Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required rest periods and/or rest periods that were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium wages as compensation. Plaintiff and members of the Indemnification Class sustained damages from Defendants' failure to provide reimbursement of costs to compensate them for the necessary expenditures incurred in the discharge of their duties. Plaintiff and members of the Wage Statement Class sustained damages arising out of Defendants' failure to furnish them with accurate itemized

1 wage statements in compliance with Labor Code section 226. Plaintiff and members of the Waiting
2 Time Class sustained damages arising out of Defendants' failure to provide all unpaid yet earned
3 wages due upon separation of employment within the statutory time limit.

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

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

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

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**
26 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

27 **(Against All Defendants by Plaintiff and the Minimum Wage Class)**

28 45. Plaintiff incorporates by reference and re-alleges each and every allegation contained

1 in this pleading as though fully set forth herein.

2 46. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were
3 hourly non-exempt employees of Defendants.

4 47. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
5 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
6 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
7 effect during the time the employees earned the wages.

8 48. Defendants' policies, practices, and/or procedures required Plaintiff and the
9 Minimum Wage Class to be engaged, suffered, or permitted to work without always being paid
10 wages for all of the time in which they were subject to Defendants' control.

11 49. Defendants employed policies, practices, and/or procedures including, but not
12 limited to,

13 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
14 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and the
15 Minimum Wage Class legally compliant, duty-free meal breaks of at least 30 minutes in length.

16 (b) "Rounding down" Plaintiffs' and the Minimum Wage Class total daily hours at the
17 time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the
18 nearest quarter of an hour, to the benefit of Defendants.

19 50. Plaintiff and the Minimum Wage Class were not always paid for this time resulting
20 in Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage
21 Class worked.

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

25 52. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage
26 Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the
27 amount of their unpaid minimum wage, and attorneys' fees and costs.
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SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE

SECTIONS 510 and 1194

(Against All Defendants by Plaintiff and the Overtime Class)

53. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

54. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage Order 16 .

55. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 16 , hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a workweek.

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

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

57. Further, Labor Code section 1198 provides,

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

58. Despite California law requiring employers to pay employees a higher rate of pay for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and on the seventh day of work in a workweek, Defendants occasionally failed to pay all overtime

1 wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

2 59. Specifically, Defendants' employed policies, practices, and/or procedures including,
3 but not limited to,

4 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
5 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and the
6 Overtime Class legally compliant, duty-free meal breaks of at least 30 minutes in length.

7 (b) "Rounding down" Plaintiffs' and the Overtime Class total daily hours at the time of
8 their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest
9 quarter of an hour, to the benefit of Defendants.

10 60. Plaintiff and the Overtime Class were not always paid for this time.

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

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

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

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR**
23 **CODE SECTIONS 512 AND 226.7**

24 **(Against All Defendants by Plaintiff and the Meal Period Class)**

25 64. Plaintiff incorporates by reference and re-alleges each and every allegation contained
26 in this pleading as though fully set forth herein.

27 65. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were
28 hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and

1 the Wage Order.

2 66. California law requires an employer to authorize or permit an employee an
3 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
4 all duties and the employer relinquishes control over the employee's activities no later than the end
5 of the employee's fifth hour of work and a second meal period no later than the employee's tenth
6 hour of work. Labor Code sections 226.7, 512; Wage Order 16 , § 11; *Brinker Rest. Corp. v. Super*
7 *Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the
8 work site or facility during the meal period, the meal period must be paid. This is true even where
9 the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v.*
10 *Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does
11 not receive a required meal or rest period that "the employer shall pay the employee one additional
12 hour of pay at the employee's regular rate of compensation for each work day that the meal or rest
13 period is not provided."

14 67. In this case, Plaintiff and the Meal Period Class worked shifts long enough to entitle
15 them to meal periods under California law. Nevertheless, Defendants employed policies, practices,
16 and/or procedures that sometimes resulted in their failure to authorize or permit meal periods to
17 Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of
18 work as required by law. Such policies, practices, and/or procedures included, but were not limited
19 to,

20 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
21 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and the Meal
22 Period Class legally compliant, duty-free meal breaks of at least 30 minutes in length.

23 (b) "Rounding down" Plaintiffs' and the Meal Period Class total daily hours at the time
24 of their clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of
25 Defendants.

26 (c) Failing to provide Plaintiff and the Meal Period Class timely, uninterrupted, duty-
27 free meal breaks of at least 30 minutes for every five hours worked.
28

1 68. Additionally, Defendants sometimes failed to pay Plaintiff and the Meal Period Class
2 one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally
3 required and legally compliant meal periods. Defendants lacked a policy and procedure for
4 compensating Plaintiff and the Meal Period Class with premium wages when they did not receive
5 all legally required and legally compliant meal periods.

6 69. Defendants' unlawful conduct alleged herein occurred in the course of employment
7 of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this
8 Complaint.

9 70. Because Defendants sometimes failed to provide employees with meal periods in
10 compliance with the law, Defendants are liable to Plaintiff and the Meal Period Class for one (1)
11 hour of additional pay at the regular rate of compensation for each workday that Defendants did not
12 provide all legally required and legally compliant meal periods, pursuant to Labor Code section
13 226.7 and the Wage Order.

14 71. Plaintiff, on behalf of himself and the Meal Period Class seeks damages and all other
15 relief allowable, including a meal period premium wage for each workday Defendants failed to
16 provide all legally required and legally compliant meal periods, plus pre-judgment interest.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION**
19 **OF LABOR CODE SECTION 226.7**

20 **(Against All Defendants by Plaintiff and the Rest Period Class)**

21 72. Plaintiff incorporates by reference and re-alleges each and every allegation contained
22 in this pleading as though fully set forth herein.

23 73. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were
24 employees of Defendants, covered by Labor Code section 226.7 and Wage Order 16 .

25 74. California law requires that “[e]very employer shall authorize and permit all
26 employees to take rest periods, which insofar as practicable shall be in the middle of each work
27 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
28 ten (10) minutes net rest time per four (4) hours or major fraction thereof....” Wage Order 16 , § 12.

1 Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length,
2 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
3 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53
4 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement “obligates
5 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
6 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
7 relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If
8 an employer fails to provide an employee a rest period in accordance with the applicable provisions
9 of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular
10 rate of compensation for each work day that the rest period is not provided.” Wage Order 16 , § 12;
11 Labor Code section 226.7.

12 75. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than
13 three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
14 procedures that occasionally resulted in their failure to authorize or permit all legally required and
15 compliant rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or
16 procedures included, but were not limited to, Defendants’ policy, practice, and/or procedure of,

17 (a) Failing to provide Plaintiff and the Rest Period Class with net ten (10) minute rest
18 breaks for every four (4) hours worked or major fraction thereof.

19 76. Additionally, Defendants occasionally failed to pay Plaintiff and the Rest Period
20 Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally
21 required and legally compliant rest periods. Defendants lacked a policy and procedure for
22 compensating Plaintiff and the Rest Period Class with premium wages when they did not receive all
23 legally required and legally compliant rest periods.

24 77. Defendants’ unlawful conduct alleged herein occurred in the course of employment
25 of Plaintiff and the Rest Period Class and such conduct has continued through the filing of this
26 Complaint.

27 78. Because Defendants failed to provide employees with rest periods in compliance
28 with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1) hour of

1 additional pay at the regular rate of compensation for each workday that Defendants did not provide
2 all legally required and legally compliant rest periods, pursuant to Labor Code section 226.7 and the
3 Wage Order.

4 79. Plaintiff, on behalf of himself and the Rest Period Class seeks damages and all other
5 relief allowable, including a rest period premium wage for each workday Defendants failed to
6 provide all legally required and legally compliant rest periods, plus pre-judgment interest.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**
9 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

10 **(Against All Defendants by Plaintiff and the Indemnification Class)**

11 80. Plaintiff incorporates by reference and re-alleges each and every allegation contained
12 in this pleading as though fully set forth herein.

13 81. Plaintiff and members of the Indemnification Class have been employed by
14 Defendants in the State of California. Labor Code section 2802(a) states that “[a]n employer shall
15 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
16 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
17 of the employer...” An employer is prohibited from passing the ordinary business expenses and
18 losses of the employer onto the employee. (Labor Code section 2802).

19 82. Defendants sometimes violated Labor Code section 2802 by employing policies,
20 practices, and/or procedures of impermissibly passing business-related expenses to Plaintiff and
21 Indemnification Class Members. These policies, practices, and/or procedures included, but were not
22 limited to,

23 (a) requiring Plaintiff and Indemnification Class Members to use or purchase their own
24 tools and/or resources in order to work for Defendants, including but not limited to passing the cost
25 of Worker’s Compensation insurance onto Plaintiff and Indemnification Class Members - without
26 reimbursing Plaintiff and Indemnification Class Members for such use.

27 83. The costs incurred by Plaintiff and Indemnification Class Members to use or
28 purchase their own tools and/or resources for their mandatory compliance with Defendants’

1 aforementioned policies, practices, and/or procedures were significant as a result of their
2 employment with Defendants.

3 84. Moreover, Defendants employed policies and procedures which sometimes resulted
4 in Plaintiff and Indemnification Class Members not receiving indemnification for all necessary
5 expenditures or losses incurred by them in direct consequence of discharging their duties.
6 Defendants' aforementioned policies, practices, and/or procedures resulted in Plaintiff and
7 Indemnification Class Members not receiving indemnification for employment-related expenditures
8 in compliance with California law.

9 85. Because Defendants sometimes failed to indemnify employees for the necessary
10 expenditures incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification
11 Class Members for monies to compensate them for such expenditures or losses pursuant to Labor
12 Code section 2802.

13 86. As a direct and proximate result of Defendants' violation of Labor Code section
14 2802, Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary
15 damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of themselves and
16 on behalf of the Indemnification Class, seeks damages and all other relief allowable including
17 indemnification for all employment-related expenses as well as ordinary business expenses incurred
18 by Defendants and passed on to Plaintiff and Indemnification Class Members, pursuant to Labor
19 Code section 2802.

20 87. Pursuant to Labor Code Section 2802, Plaintiff and Indemnification Class Members
21 are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

22 **SIXTH CAUSE OF ACTION**

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

25 **(Against All Defendants by Plaintiff and the Wage Statement Class)**

26 88. Plaintiff incorporates by reference and re-alleges each and every allegation contained
27 in this pleading as though fully set forth herein.

28 89. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were

hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

90. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage Statement Class 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.

91. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants sometimes failed to provide accurate wage and hour statements to him and the Wage Statement Class who were subject to Defendants' control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

92. Defendants provided Plaintiff and the Wage Statement Class with itemized statements which stated inaccurate information including, but not limited to, the number of hours worked, the gross wages earned, and the net wages earned.

93. Defendants' occasional failure to provide Plaintiff and the Wage Statement Class with accurate wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided wage statements they knew were not accurate. Defendants knowingly and intentionally put in place practices which deprived employees of wages and resulted in Defendants knowingly and intentionally providing inaccurate wage statements. These practices included Defendants' failure to include all hours worked and all wages due.

94. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement Class have suffered injury. The absence of accurate information on their wage statements has prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical computations to determine the amount of wages owed, and will cause difficulty and expense in attempting to reconstruct time and pay records. Defendants' conduct led to the submission of inaccurate information about wages and amounts deducted from wages to state and federal government agencies. As a result, Plaintiff and the Wage Statement Class are required to participate in this lawsuit and create more difficulty and expense for Plaintiff and the Wage Statement Class from having to reconstruct time and pay records than if Defendants had complied with their legal obligations.

95. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226 violation occurred and one hundred dollars per employee per violation for each subsequent pay period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

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

97. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement Class are entitled to recover the full amount of penalties due under section 226(e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

**FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT
IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

1
2 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

3 98. Plaintiff incorporates by reference and re-alleges each and every allegation contained
4 in this pleading as though fully set forth herein.

5 99. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
6 employees of Defendants, covered by Labor Code sections 201 and 202.

7 100. An employer is required to pay all unpaid wages timely after an employee's
8 employment ends. The wages are due immediately upon termination or within seventy-two (72)
9 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
10 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
11 resignation. *Id.*

12 101. Defendants sometimes failed to pay Plaintiff and the Waiting Time Class, all wages
13 earned and unpaid prior to separation of employment, in accordance with either Labor Code section
14 201 or 202. At all relevant times within the limitations period applicable to this cause of action,
15 Defendants maintained a policy or practice of not paying hourly employees all earned wages timely
16 upon separation of employment.

17 102. Defendants' failure to always pay Plaintiff and the Waiting Time Class all wages
18 earned prior to separation of employment timely in accordance with Labor Code sections 201 and
19 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to
20 separation of employment in accordance with Labor Code sections 201 and 202, but intentionally
21 adopted policies or practices incompatible with the requirements of Labor Code sections 201 and
22 202. Defendants' practices include failing to pay at least minimum wage for all time worked,
23 overtime wages for all overtime hours worked, meal period premium wages, and/or rest period
24 premium wages. When Defendants failed to pay Plaintiff and the Waiting Time Class all earned
25 wages timely upon separation of employment, they knew what they were doing and intended to do
26 what they did.

27 103. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
28 Class are entitled to all wages earned prior to separation of employment that Defendants have yet to
pay them.

104. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages were due until paid, up to a maximum of thirty (30) days.

105. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to separation of employment.

106. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code section 203.

107. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and reasonable attorney's fees and costs under Labor Code section 218.5.

EIGHTH CAUSE OF ACTION

**UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS
CODE SECTIONS 17200, ET SEQ.**

(Against All Defendants by Plaintiff and the California Class)

108. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

109. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to indemnify all necessary expenditures or losses incurred in direct consequence of discharging duties; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code,

1 Defendants have gained a competitive advantage over other comparable companies doing business
2 in the State of California that comply with their obligations to pay minimum wages for all hours
3 worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required
4 and/or compliant meal periods or pay meal period premium wages; authorize or permit all legally
5 required and/or compliant rest periods or pay rest period premium wages; indemnify all necessary
6 expenditures or losses incurred in direct consequence of discharging duties; provide accurate wage
7 and hour statements; and timely pay all wages due upon separation of employment.

8
9 110. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
10 California Class have suffered injury in fact and lost money or property, as described in more detail
11 above.

12 111. Pursuant to Business and Professions Code section 17203, Plaintiff and the
13 California Class are entitled to restitution of all wages and other monies rightfully belonging to them
14 that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
15 practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class
16 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each
17 of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable
18 attorney's fees and costs under Code of Civil Procedure section 1021.5 and other applicable statutes.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE**
21 **SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

22 **ON ALL CAUSES OF ACTION:**

- 23 1. That the Court determine that this action may be maintained as a class action (for the
24 entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil
25 Procedure section 382 and any other applicable law;
- 26 2. That the named Plaintiff be designated as a class representative for the California
27 Class (and all sub-classes thereof);
- 28 3. For a declaratory judgment that the policies, practices, and/or procedures complained
herein are unlawful; and

1 4. For an injunction against Defendants enjoining them, and any and all persons acting
2 in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures
3 set forth herein.

4 **ON THE FIRST CAUSE OF ACTION:**

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

7 2. For damages, according to proof, including but not limited to unpaid wages;

8 3. For any and all legally applicable penalties;

9 4. For liquidated damages pursuant to Labor Code section 1194.2;

10 5. For pre-judgment interest, including but not limited to that recoverable under Labor
11 Code section 1194, and post-judgment interest;

12 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
13 under Labor Code section 1194;

14 7. For pre-judgment interest, including but not limited to that recoverable under Labor
15 Code section 218.6, and post-judgment interest; and

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

18 **ON THE SECOND CAUSE OF ACTION:**

19 1. That Defendants be found to have violated the overtime provisions of the Labor Code
20 and the IWC Wage Order as to Plaintiff and the Overtime Class;

21 2. For damages, according to proof, including but not limited to unpaid wages;

22 3. For any and all legally applicable penalties;

23 4. For pre-judgment interest, including but not limited to that recoverable under Labor
24 Code section 1194, and post-judgment interest;

25 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
26 under Labor Code section 1194; and

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

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ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

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

3. For any and all legally applicable penalties;

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

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

ON THE FOURTH CAUSE OF ACTION:

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

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

3. For any and all legally applicable penalties;

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

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

ON THE FIFTH CAUSE OF ACTION:

1. That the Defendants be found to have violated the indemnification provisions of the Labor Code as to the Plaintiff and the Indemnification Class;

1. For damages, according to proof, including unpaid use and/or costs of necessary tools and/or resources;

2. For any and all legally applicable penalties;

3. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 2802, and post-judgment interest;

4. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 2802; and

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

3 **ON THE SIXTH CAUSE OF ACTION:**

4 1. That Defendants be found to have violated the provisions of the Labor Code
5 regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

6 2. For damages and/or penalties, according to proof, including damages and/or statutory
7 penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages
8 or penalties;

9 3. For pre-judgment interest and post-judgment interest;

10 4. For an injunction against Defendants enjoining them, and any and all persons acting
11 in concert with them, from engaging in violations of Labor Code section 226, subdivision (a);

12 5. For attorneys' fees and costs of suit, including but not limited to those recoverable
13 under Labor Code section 226, subdivision (e); and

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

16 **ON THE SEVENTH CAUSE OF ACTION:**

17 1. That Defendants be found to have violated the provisions of the Labor Code
18 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
19 Waiting Time Class;

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

22 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
23 judgment interest;

24 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
25 under Labor Code section 218.5; and

26 5. For such other further relief, in law and/or equity, as the Court deems just or
27 appropriate.
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ON THE EIGHTH CAUSE OF ACTION:

1. That Defendants be found to have violated Business and Professions Code sections 17200, *et seq.*, for the conduct alleged herein as to the California Class;

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

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

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

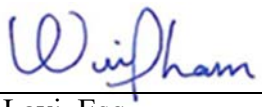
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Code of Civil Procedure section 1021.5; and

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

Dated: October 3, 2024,

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Win Pham, Esq.
Attorneys for Plaintiff
CHRISTIAN F PEREZ
on behalf of himself and others similarly situated

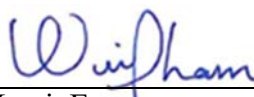
DEMAND FOR JURY TRIAL

Plaintiff CHRISTIAN F PEREZ demands a trial by jury for himself and the California Class on all claims so triable.

Dated: October 3, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Win Pham, Esq.
Attorneys for Plaintiff
CHRISTIAN F PEREZ
on behalf of himself and others similarly situated