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Attorneys for Plaintiff COREY ROBINSON,
 on behalf of himself and others similarly situated

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

COREY ROBINSON, on behalf of himself
 and others similarly situated,

Plaintiff,

vs.

WB STUDIO ENTERPRISES, INC. dba
 WARNER BROS. STUDIO OPERATIONS, a
 Delaware corporation; WARNER BROS.
 DISCOVERY, an entity of unknown form; and
 DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV23802

CLASS ACTION

Assigned for All Purposes To:

Hon. Elihu M. Berle

Dept.: 6

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
8. Penalties Pursuant to Labor Code § 203; and
9. Violation of Business & Professions Code § 17200 *et seq.*
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff COREY ROBINSON, (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants WB STUDIO
8 ENTERPRISES, INC. dba WARNER BROS. STUDIO OPERATIONS, a Delaware corporation;
9 WARNER BROS. DISCOVERY, an entity of unknown form; and DOES 1 through 50 (all
10 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
11 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
12 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
13 and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in Los Angeles County, and in other nonexempt positions, throughout
18 California and, and consistently worked at Defendants’ behest without being paid all wages due.
19 More specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock for their daily work
27 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class
28 members by rounding hours worked to reflect scheduled shift start and end times as opposed to

1 actual hours worked. Defendants thus failed to pay Plaintiff and the Class members for all hours
2 worked and provided them with inaccurate wage statements that prevented Plaintiff and the Class
3 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the
4 Class with lawful meal and rest periods, as employees were not provided with the opportunity to
5 take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

6 **THE PARTIES**

7 **A. The Plaintiff**

8 4. Plaintiff COREY ROBINSON has resided in California and during the time period
9 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
10 the State of California.

11 **B. The Defendants**

12 5. Defendant WB STUDIO ENTERPRISES, INC. dba WARNER BROS. STUDIO
13 OPERATIONS is a Delaware corporation with its principle executive offices in Burbank,
14 California and has been listed as the employer on Plaintiff's paystubs during the relevant time
15 period. WB STUDIO ENTERPRISES, INC. dba WARNER BROS. STUDIO OPERATIONS lists
16 a New York mailing address with the California Secretary of State and employs Plaintiff and the
17 Class members at Defendants' offices and facilities in Burbank, California, and throughout
18 California and conducts business throughout California.

19 6. Defendant WARNER BROS. DISCOVERY, is a an entity of unknown form
20 with its principle executive offices in Burbank, California and has been listed as the employer on
21 Plaintiff's personnel file during the relevant time period. WARNER BROS. DISCOVERY does
22 not list a California address with the California Secretary of State, but upon information and
23 belief, employs Plaintiff and the Employees in Los Angeles County, including at Defendants'
24 offices and facilities in Burbank, California, and throughout California and conducts business
25 throughout California.

26 7. The true names and capacities, whether individual, corporate, associate, or
27 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
28 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of

1 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
2 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
3 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
4 this Complaint to reflect the true names and capacities of the Defendants designated herein as
5 Does 1 through 50 when their identities become known.

6 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
7 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
8 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
9 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
10 all respects as the employers or joint employers of Employees. Defendants, and each of them,
11 exercised control over the wages, hours or working conditions of Employees, or suffered or
12 permitted Employees to work, or engaged, thereby creating a common law employment
13 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
14 employed Employees.

15 **JURISDICTION AND VENUE**

16 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
18 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
19 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
20 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
21 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
22 County and Defendants maintain and operate company offices and facilities in Los Angeles
23 County, and employ Plaintiff and other Class members in Los Angeles County and throughout
24 California.

25 **FACTUAL BACKGROUND**

26 10. The Employees who comprise the Class and Collective, including Plaintiff, are
27 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
28 Employees who work in nonexempt positions at the direction of Defendants in the State of

1 California. Plaintiff and the Class members were either not paid by Defendants for all hours
2 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
3 Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
4 without compensation by going through security checks to get into the designated employee
5 parking area, going through a second security check before being allowed to enter or leave the job
6 site, going through COVID-screening temperature checks, and waiting in line to access time
7 clocks in order to clock in at the start of shifts. Furthermore, Defendants had a consistent policy
8 and practice of requiring Plaintiff and Class members to continue completing work tasks, such as
9 vacuuming or taking out the trash, after clocking out. Defendants also required Plaintiff and Class
10 members to call in to see if they were scheduled to work the same day or next day. Moreover,
11 Defendants required Employees to use their personal cell phones to complete COVID screening
12 questionnaires and otherwise respond to work demands outside of scheduled work hours, and
13 Employees were not compensated for this time. Defendants also failed to pay for on-call or
14 standby time. Specifically, Defendants would contact Plaintiff and inform him that he was needed
15 at work. Plaintiff then had to report to work and was not paid on-call or standby pay. Upon
16 information and belief, Class Members were also required to be on-call and were not compensated
17 for on-call or standby pay. Defendants also had a uniform policy and practice of rounding all time
18 entries to reflect scheduled shift start and end times rather than paying Plaintiff and the Class
19 members for all hours and minutes they actually worked. Defendants generally rounded time
20 entries to the detriment of the Employees, and these unlawfully rounded time entries were inputted
21 into Defendants’ payroll system from which wage statements and payroll checks were created.
22 Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due
23 and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements,
24 all in violation of various provisions of the California Labor Code and applicable Wage Orders.

25 11. During the course of Plaintiff and the Class members’ employment with
26 Defendants, they were not paid all wages they were owed, including for all work performed and
27 for all overtime hours worked and were forced to work during their meal and rest breaks.
28 Defendants also failed to maintain timekeeping records for Plaintiff that would permit him to

1 discover the nature and extent of Defendants' unlawful rounding.

2 12. As a matter of uniform Company policy, Plaintiff and the Class members were
3 required to work during their meal and rest breaks which were not compensated by Defendants in
4 violation of the California Labor Code. Plaintiff and the Class members were also not paid
5 regular wages and overtime for the time they were required to comply with other requirements
6 imposed upon them, which they had to complete while working through their meal and rest
7 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
8 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
9 appropriate overtime rate for all such hours, including by being required to perform work duties
10 and tasks without pay and while off-the-clock, and due to Defendants' unlawful rounding. As a
11 result, Plaintiff and the Class members worked substantial overtime hours during their
12 employment with Defendants for which they were not compensated, in violation of the California
13 Labor Code, applicable IWC Wage Orders.

14 13. As a result of the above described unlawful rounding, the daily work demands and
15 pressures to work through breaks, and the other wage violations they endured at Defendants'
16 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
17 wages owed to them by Defendants, including when working more than eight (8) hours in any
18 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
19 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
20 which they were not adequately and completely compensated. To the extent applicable,
21 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
22 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
23 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
24 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

25 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
26 continuing to the present, Defendants had a consistent policy or practice of failing to pay
27 Employees for all hours worked and failing to pay minimum wage for all time worked as required
28 by California Law.

1 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
2 continuing to the present, Defendants had a consistent policy or practice of failing to pay
3 Employees overtime compensation at premium overtime rates for all hours worked in excess of
4 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
5 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
6 sections of IWC Wage Orders.

7 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants have regularly required Employees to work shifts in excess
9 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
10 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
11 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
12 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
13 Defendants failed to provide or deficiently provided.

14 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
16 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
17 Defendants pay Employees premium pay for each day on which requisite rest breaks were not
18 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
19 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

20 18. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
21 continuing to the present, Defendants have consistently failed to provide Employees with timely,
22 accurate, and itemized wage statements as required by California wage-and-hour laws.
23 Specifically, the wage statements given to Employees by Defendants failed to accurately account
24 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
25 Defendants knew or reasonably should have known were owed to Employees, as alleged
26 hereinabove. The wage statements provided to Employees were confusing and required
27 Employees to engage in discovery and refer to outside sources to verify whether their pay was
28 correct, potentially resulting in a miscalculation by the Employees.

19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

20. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to, the cost of personal cellphone usage, which was necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802.

21. Additionally, from at least three (3) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

22. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

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

CLASS ALLEGATIONS

25. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants within the State of California at any time within four (4) years of the filing of this lawsuit.

26. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

- 1 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the applicable minimum wage.
- 3 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
4 compensated for all hours worked for Defendants at the required rates of pay, including for all
5 hours worked in excess of eight in a day and/or forty in a week.
- 6 c. Subclass 5. Meal Period Subclass. All Class members who were subject to
7 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
8 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 9 d. Subclass 6. Rest Break Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to authorize and permit Employees to take
11 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
12 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 13 e. Subclass 7. Payroll Records Subclass. All Class members who were subject to
14 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
15 by California wage-and-hour laws.
- 16 f. Subclass 8. Wage Statement Subclass. All Class members who, within the
17 applicable limitations period, were not provided with accurate itemized wage statements.
- 18 g. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
19 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred
20 in the performance of Employees job duties for Defendants.
- 21 h. Subclass 11. Termination Pay Subclass. All Class members who, within the
22 applicable limitations period, either voluntarily or involuntarily separated from their employment
23 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
24 termination.
- 25 i. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
26 result of Defendants' business acts and practices, to the extent such acts and practices are found to
27 be unlawful, deceptive, and/or unfair.

28 27. Plaintiff reserves the right under California Rule of Court 3.765 to amend or

1 modify the class description with greater particularity or further division into subclasses or
2 limitation to particular issues.

3 28. This action has been brought and may properly be maintained as a class action
4 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
5 of interest in litigation and proposed class is easily ascertainable.

6 **A. Numerosity**

7 29. The potential members of the class as defined are so numerous that joinder of all
8 the member of the class is impracticable. While the precise number of class members has not been
9 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
10 time period relevant to this lawsuit, employed more than 100 individuals within the State of
11 California.

12 30. Accounting for employee turnover during the relevant time period increases this
13 number substantially. Plaintiff alleges that Defendants' employment records will provide
14 information as to the number and location of all class members.

15 **B. Commonality**

16 31. There are questions of law and fact common to the class that predominate over any
17 questions affecting only individual class members. These common questions of law and fact
18 include:

- 19 a. Whether Defendants failed to pay Employees minimum wages;
- 20 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 21 c. Whether Defendants failed to pay Employees overtime as required under Labor
22 Code § 510;
- 23 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
24 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
25 premium pay in lieu thereof;
- 26 e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
27 Orders, by failing to provide Employees with requisite rest breaks or premium pay
28 in lieu thereof;

- 1 f. Whether Defendants violated Labor Code § 226(a);
- 2 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 3 h. Whether Defendants failed to reimburse Employees for necessary business
- 4 expenses;
- 5 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 6 wages and compensation due and owing at the time of termination of employment;
- 7 j. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 8 k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 9 l. Whether Employees are entitled to equitable relief pursuant to Business and
- 10 Professions Code § 17200 *et seq.*

11 **C. Typicality**

- 12 32. The claims of the named plaintiff are typical of those of the other Employees.

13 Employees all sustained injuries and damages arising out of and caused by Defendants' common

14 course of conduct in violation of statutes, as well as regulations that have the force and effect of

15 law, as alleged herein.

16 **D. Adequacy of Representation**

- 17 33. Plaintiff will fairly and adequately represent and protect the interest of Employees.
- 18 Counsel who represents Employees are experienced and competent in litigating employment class
- 19 actions.

20 **E. Superiority of Class Action**

21 34. A class action is superior to other available means for the fair and efficient

22 adjudication of this controversy. Individual joinder of all Employees is not practicable, and

23 questions of law and fact common to all Employees predominate over any questions affecting only

24 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of

25 Defendants' illegal policies or practices of failing to compensate Employees properly.

26 35. Class action treatment will allow those persons similarly situated to litigate their

27 claims in the manner that is most efficient and economical for the parties and the judicial system.

28 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

36. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

37. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal breaks, rounding of timekeeping entries, and working “pre-shift” and “post-shift” without compensation by going through security checks and COVID screening checks, waiting in line to access time clocks in order to clock in at the start of shifts, and being required to respond to phone calls and texts received while off-the-clock. Defendants also had a consistent policy and practice of requiring Plaintiff and Class members to continue completing work tasks, such as vacuuming or taking out the trash, after clocking out. Defendants also failed to pay for on-call or standby time. Specifically, Defendants would contact Plaintiff and inform him that he was needed at work. Plaintiff then had to report to work and was not paid on-call or standby pay. Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as also addressed herein. Defendants have also intentionally and improperly rounded, changed, adjusted, and/or modified Employee hours, while benefiting Defendants. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members, including by unlawful rounding to their detriment. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

38. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:

1 The minimum wage for employees fixed by the commission is the
2 minimum wage to be paid to employees, and the payment of a less
3 wage than the minimum so fixed is unlawful.

39. The applicable minimum wages fixed by the commission for work during the
4 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
5 therefore entitled to double the minimum wage during the relevant period.

40. The minimum wage provisions of California Labor Code are enforceable by private
6 civil action pursuant to California Labor Code § 1194(a) which states:

7
8 Notwithstanding any agreement to work for a lesser wage, any
9 employee receiving less than the legal minimum wage or the legal
10 overtime compensation applicable to the employee is entitled to
11 recover in a civil action the unpaid balance of the full amount of
12 this minimum wage or overtime compensation, including interest
13 thereon, reasonable attorney's fees and costs of suit.

41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
12 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

42. California Labor Code § 1194.2 also provides for the following remedies:

14
15 In any action under Section 1194 . . . to recover wages because of
16 the payment of a wage less than the minimum wages fixed by an
17 order of the commission, an employee shall be entitled to recover
18 liquidated damages in an amount equal to the wages unlawfully
19 unpaid and interest thereon.

43. Defendants have the ability to pay minimum wages for all time worked and have
20 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
21 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

44. Wherefore, Employees are entitled to recover the unpaid minimum wages
22 (including double minimum wages), liquidated damages in an amount equal to the minimum
23 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
24 to California Labor Code § 1194(a).

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

27 **(Against All Defendants)**

28 45. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 46. By their conduct, as set forth herein, Defendants violated California Labor Code §
3 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
4 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
5 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
6 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
7 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
8 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
9 paying Employees wages for all hours worked including time off the clock working “pre-shift”
10 and “post-shift” without compensation by going through security checks and COVID screening
11 checks, waiting in line to access time clocks in order to clock in at the start of shifts, and being
12 required to respond to phone calls and texts received while off-the-clock. Defendants also failed
13 to pay for on-call or standby time. Specifically, Defendants would contact Plaintiff and inform
14 him that he was needed at work. Plaintiff then had to report to work and was not paid on-call or
15 standby pay. Furthermore, Defendants had a consistent policy and practice of requiring Plaintiff
16 and Class members to continue completing work tasks, such as vacuuming or taking out the
17 trash, after clocking out. Employees regularly worked over 8 hours on a given day or over 40
18 hours in a given week without receiving overtime compensation.

19 47. Defendants’ failure to pay compensation in a timely fashion also constituted a
20 violation of California Labor Code § 204, which requires that all wages shall be paid
21 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
22 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
23 and overtime compensation earned by Employees. Each such failure to make a timely payment of
24 compensation to Employees constitutes a separate violation of California Labor Code § 204.

25 48. Employees have been damaged by these violations of California Labor Code §§
26 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

27 49. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
28 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for

1 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
2 reasonable attorneys' fees and costs.

3 **THIRD CAUSE OF ACTION**

4 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

5 **(Against All Defendants)**

6 50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 51. Employees regularly worked shifts greater than five (5) hours and greater than ten
9 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
10 more than five (5) hours without providing him or her with a meal period of not less than thirty
11 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
12 meal period of not less than thirty (30) minutes.

13 52. Defendants failed to provide Employees with meal periods as required under the
14 Labor Code. Employees were consistently required to work through their meal periods which they
15 were consistently denied. Employees were also required to take meal periods after working well
16 beyond the five (5) hour shifts. In addition, Defendants had a consistent policy and practice of
17 rounding time entries to reflect scheduled meal period times rather than recording the times meal
18 periods were actually taken, and such rounding was done to the detriment of Employees in that it
19 resulted in timekeeping entries that did not account for all of the hours and minutes actually
20 worked by Employees. What meal periods were provided were also not duty-free due to
21 Defendants' policy and practice of interrupting the meal breaks with work demands and requiring
22 Employees to keep walkie talkies and work phones on during meal periods to respond to
23 emergencies and other situations. Furthermore, Employees were regularly required to work for
24 more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
25 meal period as required by law.

26 53. Moreover, Defendants failed to compensate Employees for each meal period not
27 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
28 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an

1 employee a meal period in accordance with this section, the employer shall pay the employee one
2 hour of pay at the employee's regular rate of compensation for each workday that the meal period
3 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
4 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
5 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
6 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
7 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

8 54. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
9 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
10 period not provided or deficiently provided, a sum to be proven at trial.

11 **FOURTH CAUSE OF ACTION**

12 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

13 **(Against All Defendants)**

14 55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 56. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
17 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
18 not less than ten (10) minutes for each consecutive four (4) hour shift.

19 57. Defendants failed to provide Employees with timely rest breaks of not less than ten
20 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were also
21 not duty-free due to Defendants' policy and practice of interrupting rest breaks with work
22 demands and requiring Employees to keep walkie talkies and work phones on during rest breaks to
23 respond to emergencies and other situations.

24 58. Moreover, Defendants failed to compensate Employees for each rest period not
25 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
26 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
27 accordance with this section, the employer shall pay the employee one hour of pay at the
28 employee's regular rate of compensation for each workday that the rest period is not provided.

1 Defendants failed to compensate the Employees in the Class for each rest period not provided or
2 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
3 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
4 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
5 or by otherwise incorrectly calculating the regular rate.

6 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
7 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
8 worked without the required rest breaks, a sum to be proven at trial.

9 **FIFTH CAUSE OF ACTION**
10 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
11 **IN VIOLATION OF LABOR CODE § 2802**
12 **(Against All Defendants)**

13 60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 61. Under Labor Code § 2802(a), an employer must indemnify its employees for all
16 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
17 of his or her duties, or of his or her obedience to the directions of the employer.

18 62. Employees incurred necessary expenditures in the performance of their job duties
19 for Defendants, namely the cost of cell phone usage, which was necessary to perform their duties
20 under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and
21 continuing to the present, Defendants consistently failed to reimburse Employees for these
22 necessarily incurred business expenses.

23 63. As a result of the unlawful acts of Defendants, Employees have been deprived of
24 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
25 plus interest and penalties thereon, attorneys' fees, and costs.

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SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

65. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

66. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, and reflected incorrect hours worked due to the rounding of timekeeping entries all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Employees.

67. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

68. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not

1 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
2 award of costs and reasonable attorneys' fees.

3 69. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
4 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
5 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
6 employee for each pay period.

7 70. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
8 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
9 shown according to proof.

10 **SEVENTH CAUSE OF ACTION**
11 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
12 **AND 1174.5**
13 **(Against All Defendants)**

14 71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

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

20 73. During the course of Plaintiff's and Employees' employment, Defendants
21 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
22 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
23 overtime, and premium pay as discussed above.

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

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EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

76. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

77. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

78. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

79. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

NINTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

81. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

82. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

1 83. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
2 business practices.

3 84. Wage-and-hour laws express fundamental public policies. Paying employees their
4 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
5 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
6 to enforce minimum labor standards, to ensure that employees are not required or permitted to
7 work under substandard and unlawful conditions, and to protect law-abiding employers and their
8 employees from competitors who lower costs to themselves by failing to comply with minimum
9 labor standards.

10 85. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
12 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
13 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
14 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
15 privileges guaranteed to all employees under the law.

16 86. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
17 violation of the Business & Professions Code § 17200 *et seq.*

18 87. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
19 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
20 care should have known that their conduct was unlawful; therefore their conduct violates the
21 Business & Professions Code § 17200 *et seq.*

22 88. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 89. Unless restrained by this Court, Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
26 should make such orders or judgments, including the appointment of a receiver, as may be
27 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
28 deceptive practice prohibited by the Business & Professions Code, including but not limited to the

1 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
2 have unlawfully failed to pay.

3 **TENTH CAUSE OF ACTION**

4 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

5 **(Against All Defendants)**

6 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 91. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
9 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
10 alleged violators, Defendants.

11 92. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
12 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
13 penalty provisions, without limitation, based on the following California Labor Code sections:
14 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
15 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

16 93. The penalties shall be allocated as follows: 65% to the Labor and Workforce
17 Development Agency (LWDA) and 35% to the affected employee.

18 94. Employees also seek any and all penalties and remedies set forth in Labor Code §
19 558, which states:

20 95. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
21 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
22 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
23 for each violation in a subsequent citation, for which the employer fails to provide the employee a
24 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
25 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

26 96. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
27 LWDA and Defendants postmarked September 13, 2024. The LWDA has not provided notice of
28 its intent to investigate the alleged violations withing 65 calendar days of the postmark date of the

1 letters.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiff prays for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. For compensatory damages in the amount of the unpaid minimum wages for work
6 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
7 the filing of this action, as may be proven;
- 8 3. For liquidated damages in the amount equal to the unpaid minimum wage and
9 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 10 4. For compensatory damages in the amount of the hourly wage made by Employees
11 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
12 years prior to the filing of this action, as may be proven;
- 13 5. For compensatory damages in the amount of the hourly wage made by Employees
14 for each day requisite rest breaks were not provided or were deficiently provided and where no
15 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
16 be proven;
- 17 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 18 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 19 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
20 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 21 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 22 10. For restitution for unfair competition pursuant to Business & Professions Code
23 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 24 11. For compensatory damages in the amount of all previously unreimbursed business
25 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
26 from four (4) years prior to the original filing of this action, as may be proven;
- 27 12. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 28 13. For an order enjoining Defendants and their agents, servants, and employees, and

1 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
2 duties adumbrated in this Complaint;

3 14. For all general, special, and incidental damages as may be proven;

4 15. For an award of pre-judgment and post-judgment interest;

5 16. For an award providing for the payment of the costs of this suit;

6 17. For an award of attorneys' fees; and

7 18. For such other and further relief as this Court may deem proper and just.

8
9 DATED: November 18, 2024

D.LAW, INC.

10
11 By 
12 David Yermen
13 Roman Shkodnik
14 Mason Doidge
15 Attorneys for Plaintiff
16 COREY ROBINSON
17 and the putative class
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: November 18, 2024

D.LAW, INC.

By



David Yerejian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
COREY ROBINSON
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Stephen A. Rossi

Matthew J. Mardesich

MITCHELL SILBERBERG & KNUPP LLP

2049 Century Park East, 18th Floor

II **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (BY ELECTRONIC SERVICE VIA CASE ANYWHERE) Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 18, 2024, at Glendale, California.

Natalia Bermudes
Natalia Bermudes