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Attorney for Plaintiffs JASON CATLOW and
RAVI BHATIA individually, and on behalf of
others similarly situated

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF HUMBOLDT

JASON CATLOW and
RAVI BHATIA individually, and on
behalf of others similarly situated,

Plaintiffs,

v.

ENTERPRISE RENT-A-CAR COMPANY
OF SACRAMENTO, LLC, a Delaware
limited liability company ENTERPRISE
RENT-A-CAR CO OF SAN FRANCISCO,
LLC, a Delaware limited liability
company, and DOES 1 through 50,
inclusive,

Defendants.

Case No.

C V 25 004 06

COMPLAINT

INDIVIDUAL CLAIMS:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE CLAIM:

10. Representative Action for Penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

FILED

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FEB 21 2025

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

FAX FILED

1
2 **PLAINTIFFS JASON CATLOW and RAVI BHATIA (“PLAINTIFFS”) individually,**
3 **demanding a jury trial on behalf of themselves and others similarly situated, hereby allege as**
4 **follows:**

5 **JURISDICTION AND VENUE**

6 1. The Superior Court of the State of California has jurisdiction in this matter
7 because PLAINTIFFS are residents of the State of California, and Defendants ENTERPRISE RENT-
8 A-CAR COMPANY OF SACRAMENTO, LLC, a California limited liability company,
9 ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC, a California limited liability
10 company, and DOES 1 through 50 inclusive (collectively “DEFENDANTS”), are qualified to do
11 business in California and regularly conduct business in California. Further, no federal question is at
12 issue because the claims are based solely on California law.

13 2. Venue is proper in this judicial district and the County of Humboldt, California
14 because PLAINTIFF JASON CATLOW lives in the County of Humboldt. Additionally,
15 PLAINTIFF JASON CATLOW, and other persons similarly situated, performed work for
16 DEFENDANTS in the County of Humboldt, DEFENDANT ENTERPRISE RENT-A-CAR
17 COMPANY OF SACRAMENTO, LLC maintains offices and facilities and transacts business in the
18 County of Humboldt, and because DEFENDANTS’ illegal payroll policies and practices which are
19 the subject of this action were applied, at least in part, to PLAINTIFF JASON CATLOW, and other
20 persons similarly situated, in the County of Humboldt.

21 **PLAINTIFFS**

22 3. PLAINTIFFS are residents of the State of California and former employees of
23 DEFENDANTS.

24 4. PLAINTIFFS, on behalf of themselves and other similarly situated current and
25 former employees of DEFENDANTS in the State of California at any time during the four years
26 preceding the filing of this action, and continuing while this action is pending, bring this individual
27 and representative action to recover, among other things, wages and penalties from unpaid wages
28 earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated

overtime compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and quitting employees, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs, and expenses.

5. PLAINTIFFS bring this action as representatives of the following persons: All individuals who were employed by ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC in California during the time period July 25, 2023, through March 21, 2025, and all individuals who were employed by ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC in California during the time period May 29, 2023, through March 21, 2025 (collectively, “AGGRIEVED EMPLOYEES”). The aforementioned time periods may be referred to hereafter as the Applicable PAGA Periods.

DEFENDANTS

6. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC is, and at all times relevant hereto was, a California limited liability company organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that DEFENDANT ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Humboldt State of California.

7. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC is, and at all times relevant hereto was, a California limited liability company organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that DEFENDANT ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC by and through its

1 alter ego(s), maintains offices and facilities and conducts business in, and engages in illegal payroll
2 practices or policies in, the County of Humboldt, State of California.

3 8. At all relevant times herein, DEFENDANTS were the joint employers of
4 PLAINTIFFS and AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe, and
5 thereon allege, that at all times material to this Complaint DEFENDANTS were the alter egos,
6 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related
7 entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
8 ostensible, of each other. Each Defendant was completely dominated by its co-Defendant, and each
9 was the alter ego of the other. Further, there exists, and at all times existed, a unity of interest and
10 ownership between Defendants, such that any individuality and separateness between said corporate
11 or company Defendants have ceased, that adherence to the fiction of the separate existence of the
12 Defendants would permit an abuse of the company privilege, would sanction fraud and promote
13 injustice, and would unfairly limit Plaintiffs' recovery solely to the assets of the business entities,
14 thereby warranting the piercing of the company veil which unfairly and unjustly shrouds the
15 company Defendants.

16 9. At all relevant times herein, PLAINTIFFS and AGGRIEVED EMPLOYEES were
17 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
18 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each
19 of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
20 PLAINTIFFS and AGGRIEVED EMPLOYEES all wages earned and due, through methods and
21 schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide
22 rest and meal periods; failing to properly maintain records; failing to provide accurate itemized
23 statements for each pay period; failing to properly compensate PLAINTIFFS and AGGRIEVED
24 EMPLOYEES for necessary expenditures; and requiring, permitting or suffering PLAINTIFFS and
25 AGGRIEVED EMPLOYEES to work off the clock, in violation of the California Labor Code and
26 the applicable Welfare Commission ("IWC") Orders.

27 10. PLAINTIFFS are informed and believes and thereon allege, that each and every
28 one of the acts and omissions alleged herein were performed by, and/or attributable to, all

1 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of,
2 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
3 scope of said agency, employment and/or direction and control.

4 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person
5 acting on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
6 provision regulating minimum wages or hours and days of work in any order of the Industrial
7 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

8 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
9 PLAINTIFF and AGGRIEVED EMPLOYEES have suffered, and continue to suffer, from loss of
10 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of
11 this Court.

12
13 **First Cause of Action**
14 **Failure to Provide Required Meal Periods**
15 **(Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 9-2001, § 11)**
16 **(Against all DEFENDANTS)**

17 13. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
18 the allegations in the foregoing paragraphs.

19 14. At relevant times herein mentioned, as part of DEFENDANTS' illegal payroll
20 policies and practices to deprive their employees all wages earned and due, DEFENDANTS
21 required, permitted or otherwise suffered PLAINTIFFS to take less than the 30-minute meal period,
22 or to work through them, and have failed to otherwise provide the required meal periods to
23 PLAINTIFFS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 9-2001, § 11.

24 15. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
25 Order No. 9-2001, § 11 by failing to compensate PLAINTIFFS who were not provided with a meal
26 period, in accordance with the applicable wage order, one additional hour of compensation at each
27 employee's regular rate of pay for each workday that a meal period was not provided.

28 16. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
1197, and IWC Wage Order No. 9-2001 by failing to compensate PLAINTIFFS for all hours
worked during their meal periods.

1 17. As a proximate result of the aforementioned violations, PLAINTIFFS have been
2 damaged in an amount according to proof at trial, and seeks all wages earned and due, interest,
3 penalties, expenses, and costs of suit.

4
5 **Second Cause of Action**
6 **Failure to Provide Required Rest Periods**
7 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12]**
8 **(Against all DEFENDANTS)**

9 18. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
10 the allegations in the foregoing paragraphs.

11 19. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies
12 and practices to deprive their employees all wages earned and due, DEFENDANTS failed to
13 provide rest periods to PLAINTIFFS as required under California Labor Code §§ 226.7 and 512,
14 and IWC Wage Order No. 9-2001, § 12.

15 20. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
16 Order No. 9-2001, § 12 by failing to pay PLAINTIFFS who were not provided with a rest period, in
17 accordance with the applicable wage order, one additional hour of compensation at each employee's
18 regular rate of pay for each workday that a rest period was not provided.

19 21. As a proximate result of the aforementioned violations, PLAINTIFFS have been
20 damaged in an amount according to proof at trial, and seeks all wages earned and due, interest,
21 penalties, expenses, and costs of suit.

22 **Third Cause of Action**
23 **Failure to Pay Overtime Wages**
24 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**
25 **(Against all DEFENDANTS)**

26 22. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
27 the allegations in the foregoing paragraphs.

28 23. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-
2001, § 3, DEFENDANTS are required to compensate PLAINTIFFS for all overtime, which is
calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the

1 seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours
2 in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day
3 of work in any workweek.

4 24. PLAINTIFFS are former employees of DEFENDANTS, entitled to the
5 protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001. At all
6 relevant times herein mentioned, DEFENDANTS failed to compensate PLAINTIFFS for all
7 overtime hours worked as required under the foregoing provisions of the California Labor Code and
8 IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or
9 double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage
10 Order No. 9-2001, § 3; requiring, permitting or suffering PLAINTIFFS to work off the clock;
11 requiring, permitting or suffering PLAINTIFFS to work through meal and rest breaks; illegally and
12 inaccurately recording time in which PLAINTIFFS worked; failing to properly maintain
13 PLAINTIFFS' records; failing to provide accurate itemized wage statements to PLAINTIFFS for
14 each pay period; and other methods to be discovered.

15 25. In violation of California law, DEFENDANTS have knowingly and willfully
16 refused to perform their obligations to compensate PLAINTIFFS for all wages earned and all hours
17 worked. As a proximate result, PLAINTIFFS have suffered, and continue to suffer, substantial
18 losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses
19 and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under
20 state law, all to PLAINTIFFS' damages in amounts according to proof at time of trial, and within
21 the jurisdiction of this Court.

22 26. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
23 1194, 1198 and IWC Wage Order No. 9-2001, § 3. Therefore, pursuant to California Labor Code
24 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
25 Code and IWC Wage Orders, PLAINTIFFS are entitled to recover the unpaid balance of wages
26 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of
27 suit.
28

Fourth Cause of Action
Failure to Pay Minimum Wages
[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]
Against All DEFENDANTS

27. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

28. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

29. At all relevant times herein mentioned, DEFENDANTS failed to pay PLAINTIFFS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFFS to work off the clock; requiring, permitting or suffering PLAINTIFFS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFFS worked; failing to properly maintain PLAINTIFFS' records; failing to provide accurate itemized wage statements to PLAINTIFFS for each pay period; and other methods to be discovered.

30. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFFS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFFS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

Fifth Cause of Action
Failure to Pay All Wages Due to Discharged and Quitting Employees
[Cal. Labor Code §§ 201, 202, 203]
Against All DEFENDANTS

31. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

32. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor

1 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
2 and unpaid at the time of discharge are due and payable immediately.

3 33. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
4 required to pay all accrued wages due to an employee no later than 72 hours after the employee
5 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
6 intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

7 34. California Labor Code § 203 provides that if an employer willfully fails to pay, in
8 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
9 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
10 compensation to the employee at the same rate for up to 30 workdays.

11 35. At all relevant times herein mentioned, DEFENDANTS have willfully failed to
12 pay accrued wages and other compensation to PLAINTIFFS in accordance with California Labor
13 Code §§ 201 and 202.

14 36. As a result, PLAINTIFFS are entitled to all available statutory penalties, including
15 the waiting time penalties provided in California Labor Code § 203, together with interest thereon,
16 as well as other available remedies.

17 37. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFFS have been deprived of compensation in an amount according to proof at the time of
19 trial, but in excess of the jurisdiction of this Court, and is entitled to recovery of such amounts, plus
20 interest thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

21
22 **Sixth Cause of Action**
23 **Failure to Maintain Required Records**
24 **[Cal. Labor Code §§ 226; IWC Wage Order No. 9-2001, § 7]**
25 **(Against all DEFENDANTS)**

26 38. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
27 the allegations in the foregoing paragraphs.

28 39. At all relevant times, as part of DEFENDANTS' illegal payroll policies and
practices to deprive PLAINTIFFS of all wages earned and due, DEFENDANTS knowingly and
intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and

1 IWC Wage Order No. 9-2001, § 7, including but not limited to the following records: total daily
2 hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records
3 showing when each employee begins and ends each work period; and accurate itemized statements.

4 40. As a proximate result of DEFENDANTS' unlawful actions and omissions,
5 PLAINTIFFS have been damaged in an amount according to proof at trial, and are entitled to all
6 wages earned and due, plus interest thereon. Additionally, PLAINTIFFS are entitled to all available
7 statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§
8 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
9 including but not limited to those provided in California Labor Code § 226(e), as well as other
10 available remedies.

11 **Seventh Cause of Action**
12 **Failure to Furnish Accurate Itemized Wage Statements**
13 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7]**
14 **(Against all DEFENDANTS)**

15 41. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
16 the allegations in the foregoing paragraphs.

17 42. At all relevant times, DEFENDANTS routinely failed to provide PLAINTIFFS
18 with timely, accurate, and itemized wage statements in writing showing each employee's gross
19 wages earned, total hours worked, all deductions made, net wages earned, the name and address of
20 the legal entity or entities employing PLAINTIFFS, and all applicable hourly rates in effect during
21 each pay period and the corresponding number of hours worked at each hourly rate, in violation of
22 California Labor Code § 226 and IWC Wage Order No. 9-2001, § 7.

23 43. At all relevant times, DEFENDANTS knowingly and intentionally failed to
24 provide PLAINTIFFS with timely, accurate, and itemized wage statements in accordance with
25 California Labor Code § 226(a).

26 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
27 PLAINTIFF has been damaged in an amount according to proof at trial, and seek all wages earned
28 and due, plus interest thereon. Additionally, PLAINTIFFS are entitled to all available statutory
penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e),
226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but

1 not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

2
3 **Eighth Cause of Action**
4 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**
5 **[Cal. Labor Code § 2802]**
6 **(Against all DEFENDANTS)**

7 45. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
8 the allegations in the foregoing paragraphs.

9 46. California Labor Code § 2802(a) requires an employer to indemnify an employee
10 for all necessary expenditures or losses incurred by the employee in direct consequence of the
11 discharge of his or her duties, or of his or her obedience to the directions of the employer.

12 47. At all relevant times, DEFENDANTS knowingly and willfully failed to indemnify
13 PLAINTIFFS for all business expenses and/or losses incurred in direct consequence of the
14 discharge of their duties while working under the direction of DEFENDANTS, including but not
15 limited to expenses for uniforms, equipment, tools, and other employment-related expenses, in
16 violation of California Labor Code § 2802.

17 48. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFFS have been damaged in an amount according to proof at trial, and seek reimbursement
19 of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b).
20 Additionally, PLAINTIFFS are entitled to all available statutory penalties and an award of costs,
21 expenses, and reasonable attorneys' fees, including those provided in California Labor Code §
22 2802(c), as well as other available remedies.

23 **Ninth Cause of Action**
24 **Unfair and Unlawful Business Practices**
25 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**
26 **(Against all DEFENDANTS)**

27 49. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
28 the allegations in the foregoing paragraphs.

50. Each and every one of DEFENDANTS' acts and omissions in violation of the
California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not

1 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
2 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
3 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
4 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
5 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS'
6 failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify
7 PLAINTIFFS for necessary expenditures and/or losses incurring in discharging their duties,
8 constitutes an unfair and unlawful business practice under California Business and Professions
9 Code § 17200 et seq.

10 51. DEFENDANTS' violations of California wage and hour laws constitute a
11 business practice because DEFENDANTS' aforementioned acts and omissions were done
12 repeatedly over a significant period of time, and in a systematic manner, to the detriment of
13 PLAINTIFFS.

14 52. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
15 rest periods, and other benefits as required by the California Labor Code, the California Code of
16 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
17 report, and pay the correct sums of assessment to the state authorities under the California Labor
18 Code and other applicable regulations.

19 53. At all relevant times, as a result of DEFENDANTS' unfair and unlawful business
20 practices, DEFENDANTS have reaped unfair and illegal profits at the expense of PLAINTIFFS and
21 members of the public.

22 54. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS to
23 seek preliminary and permanent injunctive relief, including but not limited to orders that
24 DEFENDANTS account for, disgorge, and restore to PLAINTIFFS the wages and other
25 compensation unlawfully withheld from them. PLAINTIFFS are entitled to restitution of all monies
26 to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, but in
27 excess of the jurisdiction of this Court.
28

**Tenth Cause of Action
Representative Action for Civil Penalties
[Cal. Labor Code §§ 2698–2699.5]
(Against all DEFENDANTS)**

55. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

56. PLAINTIFFS are “aggrieved employees” within the meaning of California Labor Code § 2699(c) and proper representatives to bring a civil action on behalf of themselves and AGGRIEVED EMPLOYEES pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and the alleged violations of the California Labor Code were committed against PLAINTIFFS.

57. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, PLAINTIFFS personally suffered violations of the Labor Code Sections enumerated in this Paragraph, and PLAINTIFFS therefore seek to recover civil penalties based on DEFENDANTS’ violations of Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 432, 500, 510, 511, 512, 515, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199 and 2802, which violations PLAINTIFFS allege were committed against all of the AGGRIEVED EMPLOYEES, during the Applicable PAGA Periods (collectively, the “Alleged Violations”). The following discussion of certain violations is not intended to be exhaustive; PLAINTIFFS seek to recover civil penalties based on all of the Labor Code Sections enumerated above.

Failure to Provide Meal Periods

58. Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided If an employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal

1 period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the
2 nature of the work prevents an employee from being relieved of all duty and 2) the parties have
3 agreed in writing to on duty meal periods.

4 59. PLAINTIFFS and AGGRIEVED EMPLOYEES are employees and are entitled to
5 the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11.
6 DEFENDANTS failed to provide PLAINTIFFS and AGGRIEVED EMPLOYEES timely and
7 uninterrupted thirty-minute meal breaks. In fact, PLAINTIFFS' and AGGRIEVED EMPLOYEES'
8 meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of
9 work and second meal periods after the tenth hour), interrupted and/or missed. DEFENDANTS
10 consistently failed to provide PLAINTIFFS and AGGRIEVED EMPLOYEES meal breaks because
11 PLAINTIFFS and AGGRIEVED EMPLOYEES were given too much work to perform to take meal
12 breaks.

13 60. DEFENDANTS further violated Labor Code § 226.7 and Wage Order No. 9-
14 2001 by failing to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES who were not
15 provided with meal periods in accordance with California law one additional hour of pay at each
16 employee's regular rate of compensation for each workday a meal period was not provided.

17 **Failure to Authorize and Permit Rest Periods**

18 61. Pursuant to Labor Code § 226.7 and Wage Order No. 9-2001, § 12, an employer
19 is required to provide rest periods to its employees. An employer must provide a ten (10) minute
20 rest period for every four (4) hours worked or major action thereof which insofar as practicable
21 shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of
22 compensation for each workday a rest period is not authorized and permitted.

23 62. PLAINTIFFS and AGGRIEVED EMPLOYEES were and are employees and are
24 entitled to the protections of Labor Code § 226.7 and Wage Order No. 9-2001. DEFENDANTS
25 failed to authorize and permit PLAINTIFFS and AGGRIEVED EMPLOYEES to take required rest
26 periods. Specifically, DEFENDANTS maintained a policy or practice of not authorizing and
27 permitting PLAINTIFFS and AGGRIEVED EMPLOYEES to take one 10-minute rest break for
28 shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10

1 hours, and a third rest break for shifts in excess of 10 hours. DEFENDANTS consistently failed to
2 authorize and permit PLAINTIFFS and AGGRIEVED EMPLOYEES to take rest breaks because
3 PLAINTIFFS and AGGRIEVED EMPLOYEES were given too much work to perform to take rest
4 breaks. When PLAINTIFF and AGGRIEVED EMPLOYEES were able to take rest breaks,
5 DEFENDANTS failed to authorize and permit PLAINTIFFS and AGGRIEVED EMPLOYEES to
6 take their rest breaks in the middle of each work period insofar as practicable.

7 63. DEFENDANTS further violated Labor Code § 226.7 and Wage Order No. 9-
8 2001,

9 64. § 12 by failing to pay PLAINTIFFS and AGGRIEVED EMPLOYEES one
10 additional hour of pay at each employee's regular rate of compensation for each workday a rest
11 period was not authorized and permitted.

12 **Failure to Pay Minimum Wages**

13 65. Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4,
14 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
15 period is unlawful.

16 66. PLAINTIFFS and AGGRIEVED EMPLOYEES are current and former
17 employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No.
18 9-2001, § 4. DEFENDANTS failed to pay PLAINTIFFS and AGGRIEVED EMPLOYEES
19 minimum wages for all hours worked by, among other things: requiring, suffering or permitting
20 PLAINTIFFS and other similarly-situated individuals to work off-the-clock; requiring, suffering or
21 permitting PLAINTIFFS and AGGRIEVED EMPLOYEES to work through their meal breaks but
22 not compensating them for this time; illegally and inaccurately recording time worked by
23 PLAINTIFFS and AGGRIEVED EMPLOYEES ; failing to properly maintain PLAINTIFFS' and
24 AGGRIEVED EMPLOYEES' records; failing to provide accurate itemized wage statements to
25 PLAINTIFFS and AGGRIEVED EMPLOYEES for each pay period; and other methods to be
26 discovered.

27 67. DEFENDANTS' conduct violates Labor Code §§ 1194 and 1197 and Wage Order
28 No. 9-2001, § 4.

Failure to Pay Overtime Wages

68. Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

69. PLAINTIFFS and AGGRIEVED EMPLOYEES are current and former employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 9-2001. Enterprise failed to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3; requiring, suffering or permitting PLAINTIFFS and AGGRIEVED EMPLOYEES to work off-the- clock; requiring, suffering or permitting PLAINTIFFS and AGGRIEVED EMPLOYEES to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by PLAINTIFFS and AGGRIEVED EMPLOYEES ; failing to properly maintain PLAINTIFFS' and AGGRIEVED EMPLOYEES' records through falsifying hours worked; failing to provide accurate itemized statements to PLAINTIFFS and AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

70. In violation of California law, DEFENDANTS have refused to perform their obligations to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES for all wages earned and all hours worked. DEFENDANTS' conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 9- 2001, § 3.

Failure to Timely Pay All Wages Earned

71. Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for

1 between the 16th and the 26th day of the month during which the labor was performed, and labor
2 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
3 between the 1st and 10th day of the following month. An employer using an alternate payday
4 schedule must pay wages within seven calendar days of the end of the payroll period in which the
5 wages were earned.

6 72. DEFENDANTS failed to pay PLAINTIFFS and AGGRIEVED EMPLOYEES on
7 their regularly scheduled payday for all work performed during the preceding pay period.
8 Specifically, DEFENDANTS required PLAINTIFFS and AGGRIEVED EMPLOYEES to work
9 off-the-clock without compensation and required PLAINTIFF and AGGRIEVED EMPLOYEES to
10 work through required meal breaks without compensation. Additionally, DEFENDANTS failed to
11 pay PLAINTIFFS and AGGRIEVED EMPLOYEES premium wages owed for each workday a
12 meal periods was not provided and each workday a rest period was not authorized and permitted.

13 73. DEFENDANTS also failed to pay PLAINTIFFS and AGGRIEVED
14 EMPLOYEES for the overtime wages they earned in violation of Labor Code § 204. Labor Code §
15 204 requires an employer to pay overtime wages no later than the payday for the next regular
16 payroll period following the payroll period in which the overtime wages were earned.
17 DEFENDANTS knew they were required to pay overtime wages, yet on many occasions failed to
18 pay PLAINTIFFS and AGGRIEVED EMPLOYEES overtime wages on any payday.

19 **A. Failure to Pay All Wages Due Upon Separation**

20 74. Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all
21 earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an
22 employer discharges an employee, the employee's wages accrued and unpaid at the time of
23 discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required
24 to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or
25 her employment, unless the employee provided 72 hours previous notice of his or her intention to
26 quit, in which case the employee is entitled to his or her wages at the time of quitting.

27 75. Labor Code § 203 provides that if an employer willfully fails to pay, in
28 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who

1 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
2 employee at the same rate for up to thirty (30) days.

3 76. DEFENDANTS willfully failed to pay accrued wages and other compensation to
4 PLAINTIFFS and AGGRIEVED EMPLOYEES in accordance with Labor Code §§ 201 and 202.
5 Because DEFENDANTS required PLAINTIFFS and AGGRIEVED EMPLOYEES to work off-
6 the-clock without compensation and through required meal breaks without compensation and failed
7 to pay PLAINTIFFS and AGGRIEVED EMPLOYEES the premium wages for all meal periods
8 which were not provided and all rest periods which were not authorized or permitted,
9 DEFENDANTS failed and continue to fail to pay the full earned and unpaid wages due to
10 PLAINTIFFS and AGGRIEVED EMPLOYEES upon separation.

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

12 77. Labor Code § 226 requires every employer to furnish each of its employees an
13 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked
14 by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
15 employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive
16 dates of the period for which the employee is paid, (7) the name of the employee and only the last
17 four digits of his or her social security number or an employee identification number other than a
18 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
19 applicable hourly rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate by the employee.

21 78. DEFENDANTS failed to provide PLAINTIFFS and AGGRIEVED
22 EMPLOYEES with timely and accurate itemized wage statements in writing showing each
23 employee's gross wages earned, total hours worked, all deductions made, net wages earned, the
24 name and address of the legal entity or entities employing PLAINTIFFS and AGGRIEVED
25 EMPLOYEES , and all applicable hourly rates in effect during each pay period and the
26 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
27 Wage Order No. 9-2001, § 7.

28 79. Specifically, DEFENDANTS had knowledge they were not providing

1 PLAINTIFFS and AGGRIEVED EMPLOYEES with proper meal and rest breaks; nevertheless,
2 DEFENDANTS knowingly failed to include in the wage statements the extra hour of compensation
3 owed for each workday a meal break was not provided and each workday a rest break was not
4 authorized and permitted. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES lost wages.
5 In addition, DEFENDANTS had knowledge they were requiring PLAINTIFFS and AGGRIEVED
6 EMPLOYEES to work off-the-clock and were not properly compensating their employees for all
7 hours worked, yet DEFENDANTS knowingly failed to include this time worked in the wage
8 statements. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES lost wages.
9 DEFENDANTS also did not properly calculate the regular rate of pay of PLAINTIFFS and
10 AGGRIEVED EMPLOYEES. As a result, PLAINTIFFS' and AGGRIEVED EMPLOYEES' wage
11 statements did not include all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate.

13 **Failure to Maintain Required Records**

14 80. DEFENDANTS failed to maintain records as required under Labor Code §§ 226
15 and 1174 and Wage Order No. 9-2001, § 7, including but not limited to the following records: total
16 daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time
17 records showing when each employee begins and ends each work period; and accurate itemized
18 statements.

19 81. Specifically, DEFENDANTS had knowledge they were not providing
20 PLAINTIFFS and AGGRIEVED EMPLOYEES with proper meal and rest breaks; nevertheless,
21 DEFENDANTS knowingly failed to include in the wage statements the extra hour of compensation
22 owed for each workday a meal break was not provided and each workday a rest break was not
23 authorized and permitted. In addition, DEFENDANTS had knowledge they were requiring
24 employees to work off-the-clock and were not properly compensating PLAINTIFFS and
25 AGGRIEVED EMPLOYEES for all hours worked, yet DEFENDANTS knowingly failed to include
26 this time worked in the regular rate of pay of aggrieved employees.
27
28

**Failure to Indemnify Employees for Necessary Expenditures
Incurred in Discharge of Duties**

82. Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his, her, or their duties, or of his, her, or their obedience to the directions of the employer.

DEFENDANTS failed to indemnify PLAINTIFFS and AGGRIEVED EMPLOYEES for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for uniforms, equipment, tools, and other employment-related expenses, in violation of Labor Code § 2802.

83. Pursuant to California Labor Code §§ 2699.3, PLAINTIFFS gave written notice on August 28, 2024 and November 13, 2024, respectively, by online filing to the California Labor and Workforce Development Agency ("LWDA"), and by certified mail to DEFENDANTS, of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days passed without the LWDA having provided notice to PLAINTIFFS of its intent to investigate the alleged violations.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly situated, respectfully pray for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFFS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 9-2001;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS

1 from violating the relevant provisions of the California Labor Code and the
2 IWC Wage Orders, and from engaging in the unlawful business practices
3 complained of herein;

- 4 6. For waiting time penalties pursuant to California Labor Code § 203;
5 7. For statutory and civil penalties according to proof, including but not limited
6 to all penalties authorized by the California Labor Code § 226(e) and §§
7 2698-2699.5;
8 8. For interest on the unpaid wages at 10% per annum pursuant to California
9 Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288,
10 and/or any other applicable provision providing for pre-judgment interest;
11 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
12 §§ 1194, 2802, 2699(g)(1), California Civil Code § 1021.5, and any other
13 applicable provisions providing for attorneys' fees and costs;
14 11. For declaratory relief; and
15 12. For such further relief that the Court may deem just and proper.

16 Respectfully submitted,

17 Dated: February 20, 2025

RD LAW GROUP

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20 Bruce E. Weisenberg, Eva Abrams, and Alex Derval

21 Attorneys for PLAINTIFFS JASON CATLOW and
22 RAVI BHATIA individually, and on behalf of
23 others similarly situated
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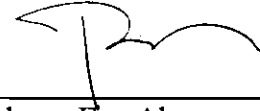
DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a jury trial with respect to all issues triable of right by jury.

Respectfully submitted,

Dated: February 20, 2025

RD LAW GROUP



Bruce E. Weisenberg, Eva Abrams, and Alex Derval

Attorneys for PLAINTIFFS JASON CATLOW and
RAVI BHATIA individually, and on behalf of
others similarly situated