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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CHRISTIAN GOMEZ, on behalf of himself
and others similarly situated

Plaintiff,

vs.

CHEMCOR CHEMICAL CORPORATION;
and DOES 1 to 100, inclusive,

Defendant.

Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
2/13/2025 3:00 PM
By: Sabrina Jamison, DEPUTY

Case No.: CIVRS2402058

CLASS ACTION

**PLAINTIFF CHRISTIAN GOMEZ'S
FIRST AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE §§ 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN VIOLATION OF LABOR CODE §§ 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE § 226.7**
- 5. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226**

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6. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE §§ 201, 202, AND 203**
7. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**
8. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEY'S GENERAL ACT OF 2004 ("PAGA"), LABOR CODE SECTION 2698, ET SEQ.**

12 **DEMAND FOR JURY TRIAL**

13 **COMES NOW** Plaintiff CHRISTIAN GOMEZ ("Plaintiff"), who alleges and complains on
14 information and belief except as to those allegations relating to plaintiff himself, which are asserted
15 on personal knowledge, against Defendant CHEMCOR CHEMICAL CORPORATION; and DOES
16 1 to 100, inclusive (collectively "Defendants") as follows:

17 **I. INTRODUCTION**

18 1. This is a class action lawsuit and a representative lawsuit pursuant to the Private
19 Attorney's General Act of 2004, Lab. Code § 2698, et seq. ("PAGA") seeking unpaid wages and
20 interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime
21 hours worked; failure to authorize or permit all legally required and/or compliant meal periods or
22 pay meal period premium wages; failure to authorize or permit all legally required and/or compliant
23 rest periods or pay rest period premium wages; statutory penalties for failure to provide accurate
24 wage statements; statutory waiting time penalties in the form of continuation wages for failure to
25 timely pay employees all wages due upon separation of employment; applicable civil penalties
26 pursuant to PAGA; injunctive relief and other equitable relief; reasonable attorneys' fees pursuant
27 to Labor Code §§ 218.5, 226(e), 1194, and 2699(g)(1); costs; and interest brought on behalf of
28 Plaintiff, the State of California, other current and former aggrieved hourly non-exempt employees
of Defendants in California, and others similarly situated.

1 **II. JURISDICTION AND VENUE**

2 2. This Court has jurisdiction over Plaintiff's and putative class members' claims for
3 failure to pay wages for all hours worked at minimum wage and all overtime hours worked; failure
4 to authorize or permit all legally required and/or compliant meal periods or pay meal period
5 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
6 pay rest period premium wages; statutory penalties for failure to provide accurate wage statements;
7 statutory waiting time penalties in the form of continuation wages for failure to timely pay
8 employees all wages due upon separation of employment; and claims for injunctive relief and
9 restitution under California Business and Professions Code §§ 17200, *et seq.*, and applicable civil
10 penalties pursuant to PAGA for the following reasons: Defendants operate throughout California;
11 Defendants employed Plaintiff and putative class members in locations throughout California,
12 including but not limited to San Bernardino County, at 13770 Benson Ave, Suite 200, Chino, CA
13 91710, more than two-thirds of putative class members are California citizens; the principal
14 violations of California law occurred in California; no other class actions have been filed against
15 Defendants in the last four (4) years alleging wage and hour violations; the conduct of Defendants
16 forms a significant basis for Plaintiff's and putative class members' claims; and Plaintiff and
17 putative class members seek significant relief from Defendants.

18 **III. PARTIES**

19 3. Plaintiff brings this action on behalf of himself, the State of California, other
20 members of the general public similarly situated and other current and former employees subject to
21 violations of the Labor Code. The named Plaintiff and the class of persons on whose behalf this
22 action is filed are current, former, and/or future employees of Defendants as direct employees as
23 well as temporary employees employed through temp agencies who work, worked, or will work as
24 hourly non-exempt employees.

25 4. At all times mentioned herein, the named Plaintiff is and was domiciled and a
26 resident and citizen of California and was employed by Defendants in the State of California within
27 the four (4) years prior to the filing of this Complaint.

28 5. Defendant employed Plaintiff as an hourly non-exempt employee at Defendants'

1 location in San Bernardino County from in or around June 2024 to Present.

2 6. Defendants employed Plaintiff and other hourly non-exempt employees throughout
3 the State of California and therefore their conduct forms a significant basis of the claims asserted in
4 this matter.

5 7. Defendant CHEMCOR CHEMICAL CORPORATION is authorized to do business
6 within the State of California and is doing business in the State of California and/or that Defendants
7 DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant
8 CHEMCOR CHEMICAL CORPORATION in the establishment of, or ratification of, the
9 aforementioned illegal wage and hour practices or policies. Defendant CHEMCOR CHEMICAL
10 CORPORATION operates in Fresno County and employed Plaintiff and putative class members in
11 Fresno County, including but not limited to, at 13770 Benson Ave, Suite 200, Chino, CA 91710.

12 8. Defendants DOES 51-100 are individuals unknown to Plaintiff. Each individual
13 Defendant is sued individually in his or her capacity as an agent, shareholder, owner, representative,
14 supervisor, independent contractor and/or employee of each Defendant and participated in the
15 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.

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

21 10. Each Defendant was an employer, was the principal, agent, partner, joint venturer,
22 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
23 interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with
24 some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships
25 to some or all of the other Defendants so as to be liable for their conduct with respect to the matters
26 alleged in this Complaint. Defendants acted pursuant to and within the scope of the relationships
27 alleged above, and that at all relevant times, Defendants knew or should have known about,
28 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other

1 Defendants. As used in this Complaint, “Defendants” means “Defendants and each of them,” and
2 refers to the Defendants named in the particular cause of action in which the word appears and
3 includes Defendant CHEMCOR CHEMICAL CORPORATION; and DOES 1 to 100, inclusive.

4 11. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
5 employee, and/or joint venturer of each of the other Defendants and was acting within the course
6 and scope of said conspiracy, agency, employment, and/or joint venture and with the permission
7 and consent of each of the other Defendants.

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

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

12 13. Pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order
13 (“Wage Order”), codified at California Code of Regulations, title 8, § 11090, Defendants are
14 employers of Plaintiff within the meaning of Wage Order 9 and applicable Labor Code sections.
15 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
16 herein in violation of the Wage Order and the Labor Code.

17 14. **Failure to pay wages for all hours worked at the legal minimum wage:**
18 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
19 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
20 which includes all time that an employee is under the control of the employer and all time the
21 employee is suffered and permitted to work. This includes the time an employee spends, either
22 directly or indirectly, performing services which inure to the benefit of the employer.

23 15. Labor Code §§ 1194 and 1197 require an employer to compensate employees for all
24 “hours worked” at least at the minimum wage rate of pay as established by the IWC and the Wage
25 Orders.

26 16. Plaintiff and similarly situated hourly non-exempt employees sometimes worked
27 more minutes per shift than Defendants credited them with having worked. On those occasions,
28 Defendants failed to pay Plaintiff and similarly situated hourly non-exempt employees all wages at

1 the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or
2 procedures including, but not limited to:

3 (a) "Rounding down" or "shaving down" Plaintiffs' and similarly situated hourly
4 non-exempt employees' total daily hours at the time of their clock-ins and clock-outs, including
5 clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of
6 Defendants; and

7 (b) Automatically deducting thirty (30) minutes from Plaintiff and similarly
8 situated hourly non-exempt employees' daily hours worked and attributed that time to an unpaid
9 meal break despite that Defendant routinely required employees to miss their meal breaks, take short
10 meal breaks less than 30 minutes, work through their meal breaks, and/or interrupt them during their
11 meal breaks.

12 17. Plaintiff and similarly situated hourly non-exempt employees were not always paid
13 for this time resulting in Defendants' failure to pay minimum wage for all the hours Plaintiff and
14 similarly situated hourly non-exempt employees worked.

15 18. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
16 employees to be subject to Defendants' control without paying wages for that time. This resulted in
17 Plaintiff and similarly situated hourly non-exempt employees working time for which they were not
18 compensated any wages, in violation of Labor Code §§ 1194, 1197, and Wage Order 9.

19 19. **Failure to pay wages for overtime hours worked:** Defendants employed many of
20 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
21 is required to pay hourly employees for all "hours worked," which includes all time that an employee
22 is under the control of the employer and all time the employee is suffered or permitted to work. This
23 includes the time an employee spends, either directly or indirectly, performing services which inure
24 to the benefit of the employer.

25 20. Labor Code §§ 510 and 1194 and Wage Order 9 require an employer to compensate
26 employees at a higher rate of pay for hours worked in excess of eight (8) hours in a workday, more
27 than forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:
28

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code § 510; Wage Order 9 § 3.

21. Defendants sometimes failed to pay Plaintiff and similarly situated hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) "Rounding down" or "shaving down" Plaintiffs' and similarly situated hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants; and

(b) Automatically deducting thirty (30) minutes from Plaintiff and similarly situated hourly non-exempt employees' daily hours worked and attributed that time to an unpaid meal break despite that Defendant routinely required employees to miss their meal breaks, take short meal breaks less than 30 minutes, work through their meal breaks, and/or interrupt them during their meal breaks.

22. Plaintiff and similarly situated hourly non-exempt employees were not always paid for this time.

23. To the extent the employees had already worked 8 hours in the day and on workweeks they had already worked 40 hours in a workweek, the employees should have been paid overtime for this unpaid time. This sometimes resulted in hourly non-exempt employees working time which should have been paid at the legal overtime rate but was not paid any wages in violation of Labor Code §§ 510, 1194, and Wage Order 9.

24. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants failing to pay Plaintiff and similarly situated hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code §§ 510, 1194, 1198, and the Wage

1 Order.

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

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

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

26 (a) Automatically deducting thirty (30) minutes from Plaintiff and similarly
27 situated hourly non-exempt employees' daily hours worked and attributed that time to an unpaid
28 meal break despite that Defendant routinely required employees to miss their meal breaks, take short

1 meal breaks less than 30 minutes, work through their meal breaks, and/or interrupt them during their
2 meal breaks; and

3 (b) Failing to provide Plaintiff and similarly situated hourly non-exempt
4 employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each
5 workday that Plaintiff and similarly situated hourly non-exempt employees work shifts over ten (10)
6 hours.

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

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

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

21 31. California law requires every employer to authorize and permit an employee a rest
22 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Lab. Code
23 § 226.7; Wage Order 9, § 12. If the employer fails to authorize or permit a required rest period, the
24 employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation
25 for each workday the employer did not authorize or permit a legally required rest period. *Id.* Under
26 California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six
27 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
28 more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)*

1 (2012) 53 Cal.4th 1004, 1029; Lab. Code § 226.7; Wage Order 9, § 12. Rest periods, insofar as
2 practicable, shall be in the middle of each work period. Wage Order 9, § 12. Additionally, the rest
3 period requirement “obligates employers to permit – and authorizes employees to take – off-duty
4 rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during
5 rest periods employers must relieve employees of all duties and relinquish control over how
6 employees spend their time. *Id.*

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

12 (a) Failing to provide Plaintiffs and similarly situated hourly non-exempt
13 employees with net (10) minute rest breaks for every four (4) hours worked or major fraction thereof;
14 and

15 (b) Failing to provide Plaintiff and similarly situated hourly non-exempt
16 employees a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each
17 workday that Plaintiff and similarly situated hourly non-exempt employees work shifts over ten (10)
18 hours.

19 33. Additionally, Defendants sometimes failed to pay Plaintiff and similarly situated
20 hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their
21 regular rate of compensation for each workday the employees did not receive all legally required
22 and compliant rest periods. Defendants employed policies and procedures which sometimes resulted
23 in employees not receiving rest period premium wages to compensate them for workdays in which
24 they did not receive all legally required and compliant rest periods.

25 34. The aforementioned policies, practices, and/or procedures of Defendants resulted in
26 Plaintiff and similarly situated hourly non-exempt employees not always being provided with all
27 legally required and compliant rest periods and/or not receiving premium wages to compensate them
28 for such instances, all in violation of California law.

1 35. **Failure to provide accurate wage statements:** Labor Code § 226(a) provides, *inter*
2 *alia*, that, upon paying an employee his or her wages, the employer must “furnish each of his or her
3 employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
4 worked by the employee, except for any employee whose compensation is solely based on a salary
5 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
6 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
7 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
8 all deductions made on written orders of the employee may be aggregated and shown as one item,
9 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
10 the name of the employee and his or her social security number, (8) the name and address of the
11 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
12 and the corresponding number of hours worked at each hourly rate by the employee.”

13 36. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants
14 sometimes failed to provide accurate wage and hour statements to him/her and other similarly
15 situated hourly non-exempt employees who were subject to Defendants’ control for uncompensated
16 time and who did not receive all their earned wages (including minimum wages, overtime wages,
17 meal period premium wages, and/or rest period premium wages), in violation of Labor Code § 226.

18 37. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
19 timely after an employee’s employment ends. The wages are due immediately upon termination or
20 within seventy-two (72) hours of resignation. Lab. Code §§ 201, 202.

21 38. Plaintiff alleges that he/she and other similarly situated hourly non-exempt
22 employees, were not always paid their final wages in a timely manner as required by Labor Code §
23 203. Minimum wages for all hours worked, overtime wages for overtime hours worked, meal period
24 premium wages, and/or rest period premium wages (all described above), were not always paid at
25 the time of Plaintiff’s and other similarly situated employees’ separation of employment, whether
26 voluntarily or involuntarily, as required by Labor Code §§ 201, 202, and 203.

27 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

28 39. Plaintiff brings this action on behalf of himself/herself, on behalf of others similarly

1 situated, and on behalf of the general public, and as members of a Class defined as follows:

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

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

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

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

25 E. **Wage Statement Class:** All current and former hourly non-exempt
26 employees employed by Defendants as direct employees as well as temporary employees employed
27 through temp agencies in California at any time from one (1) year prior to the filing of the initial
28 Complaint in this action through the date notice is mailed to a certified class who received inaccurate

1 or incomplete wage and hour statements.

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

7 G. **California Class:** All aforementioned classes are herein collectively referred
8 to as the “California Class.”

9 40. There is a well-defined community of interest in the litigation and the classes are
10 ascertainable:

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

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

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

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

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

28 iv. Whether Defendants violated Labor Code § 226.7 by employing the

1 Rest Period Class Members without providing all compliant and/or required rest periods and/or
2 paying rest period premium wages;

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

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

8 vii. Whether Defendants committed unlawful business acts or practice
9 within the meaning of Business and Professions Code §§ 17200, *et seq.*;

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

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

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

16 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members
17 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising
18 out of Defendants' failure to pay wages at least at minimum wage for all time the employees were
19 subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained
20 damages arising out of Defendants' failure to pay overtime wages for overtime hours worked.
21 Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure
22 to provide non-exempt employees with all required meal periods and/or meal periods that were duty-
23 free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as
24 compensation. Plaintiff and members of the Rest Period Class sustained damages arising out of
25 Defendants' failure to provide non-exempt employees with all required rest periods and/or rest
26 periods that were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium
27 wages as compensation. Plaintiff and members of the Wage Statement Class sustained damages
28 arising out of Defendants' failure to furnish them with accurate itemized wage statements in

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

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

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

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

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

26 **WAGE RATE IN VIOLATION OF LABOR CODE §§ 1194 AND 1197**

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

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

1 in this pleading as though fully set forth herein.

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

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

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

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

13 (a) "Rounding down" or "shaving down" Plaintiff and the Minimum Wage Class
14 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for
15 meal breaks, to the nearest quarter of an hour, to the benefit of Defendants; and

16 (a) Automatically deducting thirty (30) minutes from Plaintiff and the Minimum
17 Wage Class daily hours worked and attributed that time to an unpaid meal break despite that
18 Defendant routinely required employees to miss their meal breaks, take short meal breaks less than
19 30 minutes, work through their meal breaks, and/or interrupt them during their meal breaks.

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

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

26 48. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and the Minimum Wage Class
27 are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount
28 of their unpaid minimum wage, and attorneys' fees and costs.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 510 and**
3 **1194 (Against All Defendants by Plaintiff and the Overtime Class)**

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

6 50. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly
7 non-exempt employees of Defendants, covered by Labor Code §§ 510 and 1194 and the Wage Order
8 9.

9 51. Pursuant to Labor Code §§ 510 and 1194 and the Wage Order 9 hourly non-exempt
10 employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8)
11 hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a workweek.

12 52. Labor Code § 510, subdivision (a), states in relevant part:

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

24 53. Further, Labor Code § 1198 provides,

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

24 54. Despite California law requiring employers to pay employees a higher rate of pay for
25 all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek,
26 and on the seventh day of work in a workweek, Defendants occasionally failed to pay all overtime
27 wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

28 55. Specifically, Defendants' employed policies, practices, and/or procedures including,

1 but not limited to:

2 (a) "Rounding down" or "shaving down" Plaintiff and the Overtime Class total
3 daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal
4 breaks, to the nearest quarter of an hour, to the benefit of Defendants; and

5 (b) Automatically deducting thirty (30) minutes from Plaintiff and the Overtime
6 Wage Class daily hours worked and attributed that time to an unpaid meal break despite that
7 Defendant routinely required employees to miss their meal breaks, take short meal breaks less than
8 30 minutes, work through their meal breaks, and/or interrupt them during their meal breaks.

9 56. Plaintiff and the Overtime Class were not always paid for this time.

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

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

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

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR**
22 **CODE §§ 512 AND 226.7 (Against All Defendants by Plaintiff and the Meal Period Class)**

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

25 61. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were
26 hourly non-exempt employees of Defendants, covered by Labor Code §§ 512 and 226.7 and the
27 Wage Order.

28 62. California law requires an employer to authorize or permit an employee an

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

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

18 (a) Automatically deducting thirty (30) minutes from Plaintiff and the Meal
19 Period Class daily hours worked and attributed that time to an unpaid meal break despite that
20 Defendant routinely required employees to miss their meal breaks, take short meal breaks less than
21 30 minutes, work through their meal breaks, and/or interrupt them during their meal breaks; and

22 (b) Failing to provide Plaintiff and the Meal Period Class a second uninterrupted
23 duty-free meal period of no less than thirty (30) minutes for each workday that Plaintiff and the
24 Meal Period Class work shifts over ten (10) hours.

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

1 all legally required and legally compliant meal periods.

2 65. Defendants' unlawful conduct alleged herein occurred in the course of employment
3 of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this
4 Complaint.

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

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

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION**
15 **OF LABOR CODE § 226.7 (Against All Defendants by Plaintiff and the Rest Period Class)**

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

18 69. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were
19 employees of Defendants, covered by Labor Code § 226.7 and Wage Order 9.

20 70. California law requires that "[e]very employer shall authorize and permit all
21 employees to take rest periods, which insofar as practicable shall be in the middle of each work
22 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
23 ten (10) minutes net rest time per four (4) hours or major fraction thereof..." Wage Order 9, § 12.
24 Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length,
25 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
26 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53
27 Cal.4th 1004, 1029; Lab. Code § 226.7. Additionally, the rest period requirement "obligates
28 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*

1 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
2 relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If
3 an employer fails to provide an employee a rest period in accordance with the applicable provisions
4 of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular
5 rate of compensation for each work day that the rest period is not provided." Wage Order 9, § 12;
6 Lab. Code § 226.7.

7 71. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than
8 three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
9 procedures that occasionally resulted in their failure to authorize or permit all legally required and
10 compliant rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or
11 procedures included, but were not limited to:

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

14 (b) Failing to provide Plaintiff and the Rest Period Class a third uninterrupted
15 duty-free rest period of no less than ten (10) net minutes on each workday that Plaintiff and the Rest
16 Period Class work shifts over ten (10) hours.

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

22 73. Defendants' unlawful conduct alleged herein occurred in the course of employment
23 of Plaintiff and the Rest Period Class and such conduct has continued through the filing of this
24 Complaint.

25 74. Because Defendants failed to provide employees with rest periods in compliance
26 with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1) hour of
27 additional pay at the regular rate of compensation for each workday that Defendants did not provide
28 all legally required and compliant rest periods, pursuant to Labor Code § 226.7 and the Wage Order.

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

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
6 **VIOLATION OF LABOR CODE § 226 (Against All Defendants by Plaintiff and the Wage**
7 **Statement Class)**

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

10 77. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were
11 hourly, non-exempt employees of Defendants, covered by Labor Code § 226.

12 78. Pursuant to Labor Code § 226, subdivision (a), Plaintiff and the Wage Statement
13 Class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
14 wage statement accurately stating the following:

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

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

27 80. Defendants provided Plaintiff and the Wage Statement Class with itemized
28 statements which stated inaccurate information including, but not limited to, the number of hours

1 worked, the gross wages earned, and the net wages earned.

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

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

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

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

1 Injunctive relief is the only remedy available for ensuring Defendants' compliance with Labor Code
2 § 226(a).

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

6 **SIXTH CAUSE OF ACTION**

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

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

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

12 87. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
13 employees of Defendants, covered by Labor Code §§ 201 and 202.

14 88. An employer is required to pay all unpaid wages timely after an employee's
15 employment ends. The wages are due immediately upon termination or within seventy-two (72)
16 hours of resignation. Lab. Code §§ 201, 202. If an employee gave seventy-two (72) hours previous
17 notice, they were entitled to payment of all wages earned and unpaid at the time of resignation. *Id.*

18 89. Defendants sometimes failed to pay Plaintiff and the Waiting Time Class, all wages
19 earned and unpaid prior to separation of employment, in accordance with either Labor Code § 201
20 or 202. At all relevant times within the limitations period applicable to this cause of action,
21 Defendants maintained a policy or practice of not paying hourly employees all earned wages timely
22 upon separation of employment.

23 90. Defendants' failure to always pay Plaintiff and the Waiting Time Class all wages
24 earned prior to separation of employment timely in accordance with Labor Code §§ 201 and 202
25 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation
26 of employment in accordance with Labor Code §§ 201 and 202, but intentionally adopted policies
27 or practices incompatible with the requirements of Labor Code §§ 201 and 202. Defendants'
28 practices include failing to pay at least minimum wage for all time worked, overtime wages for all

1 overtime hours worked, meal period premium wages, and/or rest period premium wages. When
2 Defendants failed to pay Plaintiff and the Waiting Time Class all earned wages timely upon
3 separation of employment, they knew what they were doing and intended to do what they did.

4 91. Pursuant to either Labor Code § 201 or 202, Plaintiff and the Waiting Time Class are
5 entitled to all wages earned prior to separation of employment that Defendants have yet to pay them.

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

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

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

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

18 **SEVENTH CAUSE OF ACTION**

19 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**

20 **CODE §§ 17200, ET SEQ. (Against All Defendants by Plaintiff and the California Class)**

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

23 97. The unlawful conduct of Defendants alleged herein constitutes unfair competition
24 within the meaning of Business and Professions Code § 17200. This unfair conduct includes
25 Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay wages for
26 all hours worked at minimum wage and all overtime hours worked; failure to authorize or permit all
27 legally required and/or compliant meal periods or pay meal period premium wages; failure to
28 authorize or permit all legally required and/or compliant rest periods or pay rest period premium

1 wages; statutory penalties for failure to provide accurate wage statements; and statutory waiting
2 time penalties in the form of continuation wages for failure to timely pay employees all wages due
3 upon separation of employment.

4 98. Due to their unfair and unlawful business practices in violation of the Labor Code,
5 Defendants have gained a competitive advantage over other comparable companies doing business
6 in the State of California that comply with their obligations to pay minimum wages for all hours
7 worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required
8 and/or compliant meal periods or pay meal period premium wages; authorize or permit all legally
9 required and/or compliant rest periods or pay rest period premium wages; provide accurate wage
10 and hour statements; and timely pay all wages due upon separation of employment.

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

14 100. Pursuant to Business and Professions Code § 17203, Plaintiff and the California
15 Class are entitled to restitution of all wages and other monies rightfully belonging to them that
16 Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
17 practices.

18 101. Plaintiff also seeks an injunction against Defendants on behalf of the California Class
19 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each
20 of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable
21 attorney's fees and costs under Code of Civil Procedure § 1021.5 and other applicable statutes.

22 **EIGHTH CAUSE OF ACTION**

23 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
24 **2004, LABOR CODE §§ 2698, ET SEQ.**

25 **(Against all Defendants by Plaintiff, on behalf of himself, the State of California, and Other**
26 **Current and Former Aggrieved Employees)**

27 102. Plaintiff incorporates all paragraphs above as though fully set forth herein.

28 103. During Plaintiff's employment and continuing through the present, Plaintiff alleges

1 Defendants violated Labor Code §§ 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
2 2802, and the applicable Wage Orders.

3 104. Specifically, Defendants have committed the following violations of California
4 Labor Code:

5 105. **Failure to pay wages for all hours worked at the legal minimum wage:**
6 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
7 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
8 which includes all time that an employee is under control of the employer and all time the employee
9 is suffered and permitted to work. This includes the time an employee spends, either directly or
10 indirectly, performing services which inure to the benefit of the employer.

11 106. Labor Code §§ 1194 and 1197 require an employer to compensate employees for all
12 “hours worked” at least at a minimum wage rate of pay as established by the IWC and the Wage
13 Orders.

14 107. In this case, Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees worked more minutes per shift than Defendants credited them with having
16 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
18 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
19 to:

20 (a) “Rounding down” or “shaving down” Plaintiff’s and other current and former
21 aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their
22 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
23 of an hour – to the benefit of Defendants; and

24 (b) Automatically deducting thirty (30) minutes from Plaintiff and other current
25 and former aggrieved California-based hourly non-exempt employees’ daily hours worked and
26 attributed that time to an unpaid meal break, despite Defendants routinely requiring employees to
27 miss their meal breaks, take short meal breaks less than 30 minutes, work through their meal breaks,
28 and/or interrupt them during their meal breaks.

1 108. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
2 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
3 control without paying wages for that time. This resulted in Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees working time that they were not
5 compensated for, in violation of Labor Code §§ 1194 and 1197 and the applicable Wage Order.

6 109. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
7 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
8 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
9 is required to pay hourly employees for all "hours worked," which includes all time that an employee
10 is under control of the employer and all time the employee is suffered and permitted to work. This
11 includes the time an employee spends, either directly or indirectly, performing services that inure to
12 the benefit of the employer.

13 110. Labor Code §§ 510 and 1194 require an employer to compensate employees a higher
14 rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours
15 in a workweek, and on any seventh consecutive day of work in a workweek:

16 Any work in excess of eight (8) hours in one workday, any work in excess of
17 forty (40) hours in any one (1) workweek, and the first eight (8) hours worked
18 on the seventh day of work in any one (1) workweek, shall be compensated
19 at the rate of no less than one-and-one-half (1.5) times the regular rate of pay
20 for an employee. Any work in excess of twelve (12) hours in one (1) day shall
be compensated at the rate of no less than twice the regular rate of pay for an
employee. In addition, any work in excess of eight (8) hours on any seventh
day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

21 Labor Code § 510.

22 111. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
24 to Defendants' policies, practices, and/or procedures including, but not limited to:

25 (a) "Rounding down" or "shaving down" Plaintiffs' and other current and former
26 aggrieved California-based hourly non-exempt employees' total daily hours at the time of their
27 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
28 of an hour, to the benefit of Defendants; and

1 (b) Automatically deducting thirty (30) minutes from Plaintiff and other current
2 and former aggrieved California-based hourly non-exempt employees' daily hours worked and
3 attributed that time to an unpaid meal break despite that Defendant routinely required employees to
4 miss their meal breaks, take short meal breaks less than 30 minutes, work through their meal breaks,
5 and/or interrupt them during their meal breaks.

6 112. The foregoing policies, practices, and/or procedures resulted in time during each
7 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
8 employees were under the control of Defendants but were not compensated. To the extent that the
9 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
11 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
12 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code §§
13 510, 1194 and 1198, and the applicable Wage Order.

14 113. **Failure to pay wages to hourly non-exempt employees for workdays that**
15 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
16 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
18 shifts of more than ten (10) hours in length.

19 114. California law requires an employer to authorize or permit an employee an
20 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
21 all duties and the employer relinquishes control over the employee's activities prior to the
22 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 9 at §11; *Brinker*
23 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
24 employee for a work period of more than ten (10) hours per day without providing the employee
25 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
26 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
27 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
28 period is only permitted when: (1) the nature of the work prevents an employee from being relieved

1 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

2 115. If an employer fails to provide an employee a meal period in accordance with the
3 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
4 for each workday that a legally required and compliant meal period was not provided. Labor Code
5 §§ 226.7 and 1198; Wage Order 9 at §11.

6 116. In this case, Defendants failed to authorize or permit legally required and compliant
7 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
8 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
9 limited to:

10 (a) Automatically deducting thirty (30) minutes from Plaintiff and other current
11 and former aggrieved California-based hourly non-exempt employees' daily hours worked and
12 attributed that time to an unpaid meal break despite that Defendant routinely required employees to
13 miss their meal breaks, take short meal breaks less than 30 minutes, work through their meal breaks,
14 and/or interrupt them during their meal breaks; and

15 (b) Failing to provide Plaintiff and other current and former aggrieved
16 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no
17 less than thirty (30) minutes for each workday that Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees work shifts over ten (10) hours.

19 117. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
20 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
22 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
23 not receive legally required and compliant meal periods, in violation of Labor Code § 226.7.

24 118. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
25 other current and former aggrieved California-based hourly non-exempt employees not receiving
26 wages to compensate them for workdays during which Defendants did not provide them with meal
27 periods in compliance with California law.

28 119. **Failure to pay wages to hourly non-exempt employees for workdays that**

1 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
2 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

4 120. California law requires every employer to authorize and permit an employee a rest
5 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
6 § 226.7; Wage Order 9 at §12. Under California law, “[e]mployees are entitled to 10 minutes’ rest
7 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
8 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
9 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage
10 Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage
11 Order 9 at §12. Additionally, the rest period requirement “obligates employers to permit – and
12 authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
13 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
14 duties and relinquish control over how employees spend their time. *Id.*

15 121. If the employer fails to authorize or permit a required rest period, the employer must
16 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
17 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
18 9 at § 12.

19 122. In this case, Defendants failed to authorize or permit all legally required and
20 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
21 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
22 limited to:

23 (c) Failing to provide Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees with net (10) minute rest breaks for every four (4)
25 hours worked or major fraction thereof; and

26 (d) Failing to provide Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no less
28 than ten (10) net minutes on each workday that Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees work shifts over ten (10) hours.

2 123. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
3 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
4 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
5 they did not receive legally required and compliant rest periods, in violation of Labor Code § 226.7.

6 124. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
7 other current and former aggrieved California-based hourly non-exempt employees not receiving
8 wages to compensate them for workdays in which Defendants did not provide them with rest periods
9 in compliance with California law.

10 125. **Failure to timely pay earned wages during employment:** In California, wages
11 must be paid at least twice during each calendar month on days designated in advance by the
12 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
13 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
14 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
15 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
16 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
17 calendar days following the close of the payroll period in which wages were earned. Labor Code §
18 204(d).

19 126. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
20 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
21 employees' earned wages (including minimum wages, overtime wages, meal period premium wages
22 and/or rest period premium wages), in violation of Labor Code § 204. Defendants' aforementioned
23 policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and
24 former aggrieved California-based hourly non-exempt employees' their earned wages within the
25 applicable time frames outlined in Labor Code § 204.

26 127. **Secret payment of lower wages than designated by statute:** Labor Code § 223
27 provides that, where any statute or contract requires an employer to maintain the designated wage
28 scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated

1 by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to:
2 pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful sick pay
3 at the employees' regular rate of pay, as established by Labor Code §§ 226.7, 246, 510, 1194 and
4 §§ 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code § 1198, the
5 Defendant secretly paid a lower wage than designated by statute while purporting to pay the wages
6 designated by statute, in violation of Labor Code § 223.

7 **128. Failure to provide complete and accurate wage statements:** Labor Code § 226,
8 subdivision (a). Labor Code § 226(a) provides, *inter alia*, that, upon paying an employee his or her
9 wages, the employer must “furnish each of his or her employees ... an itemized statement in writing
10 showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee
11 whose compensation is solely based on a salary and who is exempt from payment of overtime under
12 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the
13 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
14 rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee
15 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay
16 period for which the employee is paid, (7) the name of the employee and his or her social security
17 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at each
19 hourly rate by the employee.”

20 **129.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees all wages
22 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
23 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
24 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code § 226(a)(1,
25 2, 5 & 9).

26 **130. Failure to pay employees all wages due at time of termination/resignation:** An
27 employer is required to pay all unpaid wages timely after an employee's employment ends. The
28 wages are due immediately upon termination (Labor Code § 201) or within seventy-two (72) hours

1 of resignation (Labor Code § 202).

2 131. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
3 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
4 their earned wages (including minimum wages, overtime wages, meal period premium wages,
5 and/or rest period premium wages), Defendants failed to pay those employees timely after each
6 employee's termination and/or resignation, in violation of Labor Code §§ 201, 202, and 203.

7 132. Labor Code §§ 2699, subdivisions (a) and (g) authorize an aggrieved employee, on
8 behalf of himself or herself and other current or former employees, to bring a civil action to recover
9 civil penalties against all Defendants pursuant to the procedures specified in Labor Code § 2699.3.

10 133. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
11 § 2699.3. On November 6, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
12 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
13 Code alleged to have been violated, including the facts and theories to support the violations alleged.

14 134. Pursuant to Labor Code § 2699.3, the LWDA must give written notice by certified
15 mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60
16 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice
17 within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate
18 Plaintiff's claims.

19 135. Pursuant to Labor Code §§ 2699(a) and (f), Plaintiff is entitled to recover civil
20 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
21 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
22 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
23 amounts:

24 a. For violations of Labor Code §§ 201, 202, 203, 226(a), and 226.7; one
25 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
26 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation
27 [penalty amounts established by Labor Code § 2699(f)(2)].

28 b. For violations of Labor Code § 226(a), alternatively, two hundred fifty dollars

1 (\$250) for each employee for each pay period for the initial violation, and for each subsequent
2 violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty
3 amounts established by Labor Code § 226.3].

4 c. For violations of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
5 employee for each pay period for the initial violation, and for each subsequent violation, one
6 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
7 established by Labor Code § 558].

8 d. For violations of Labor Code § 204, one hundred dollars (\$100) for each
9 failure to pay each employee in any initial violation, and for each subsequent violation, or any willful
10 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
11 percent of the amount unlawfully withheld [penalty amounts established by Labor Code § 210].

12 e. For violations of Labor Code § 223, one hundred dollars (\$100) for each
13 failure to pay each employee in any initial violation, and for each subsequent violation, or any willful
14 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
15 percent of the amount unlawfully withheld [penalty amounts established by Labor Code § 225.5].

16 136. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable
17 attorneys' fees and costs in connection with his claims for civil penalties.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE**
20 **SIMILARLY SITUATED, AND ON BEHALF OF CURRENT AND FORMER**
21 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

22 **ON ALL CAUSES OF ACTION:**

23 1. That the Court determine that this action may be maintained as a class action (for the
24 entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil
25 Procedure § 382 and any other applicable law;

26 2. That the named Plaintiff be designated as a class representative for the California
27 Class (and all sub-classes thereof);

28 3. For a declaratory judgment that the policies, practices, and/or procedures complained

1 herein are unlawful; and

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

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

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

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

9 3. For any and all legally applicable penalties;

10 4. For liquidated damages pursuant to Labor Code § 1194.2;

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

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

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

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

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

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

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

23 3. For any and all legally applicable penalties;

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

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

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

1 appropriate.

2 **ON THE THIRD CAUSE OF ACTION:**

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

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

6 3. For any and all legally applicable penalties;

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

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

11 **ON THE FOURTH CAUSE OF ACTION:**

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

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

15 3. For any and all legally applicable penalties;

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

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

20 **ON THE FIFTH CAUSE OF ACTION:**

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

23 1. For damages and/or penalties, according to proof, including damages and/or statutory
24 penalties under Labor Code § 226, subdivision (e), and any other legally applicable damages or
25 penalties;

26 2. For pre-judgment interest and post-judgment interest;

27 3. For an injunction against Defendants enjoining them, and any and all persons acting
28 in concert with them, from engaging in violations of Labor Code § 226, subdivision (a);

1 4. For attorneys' fees and costs of suit, including but not limited to those recoverable
2 under Labor Code § 226, subdivision (e); and

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

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

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

9 2. For damages and/or penalties, according to proof, including damages and/or statutory
10 penalties under Labor Code § 203 and any other legally applicable damages or penalties;

11 3. For pre-judgment interest, including under Labor Code § 218.6, and post-judgment
12 interest;

13 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
14 under Labor Code § 218.5; and

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

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

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

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

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

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

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

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

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2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to §§ 210, 225.5, 226.3, 558, 2699(f);

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

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

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

Witt

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
William Tran, Esq.
Attorneys for Plaintiff CHRISTIAN GOMEZ,
on behalf of himself and others similarly
situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On February 13, 2025, I served the foregoing documents, described as:

“PLAINTIFF CHRISTIAN GOMEZ’S FIRST AMENDED COMPLAINT”

on all interested parties in this action addressed as follows:

SEYFARTH SHAW LLP Paul J. Leaf pleaf@seyfarth.com Leo Q. Li lli@seyfarth.com Stephanie Albrecht salbrecht@seyfarth.com 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021	Attorneys for Defendant CHEMCOR CHEMICAL CORPORATION
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Through the following method(s):

☒ **(BY ELECTRONIC MAIL)** Pursuant to California Rules of Court Rule 2.251, Code of Civil Procedure section 1010.6, and the Court Order Authorizing Electronic Service, I sent such document via electronic mail to the email address(es) listed above.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California that aforementioned service information is true and correct.

Executed on February 13, 2025, at Beverly Hills, California.

/s/ Jasmine Estrada
Jasmine Estrada