

Assigned for All Purposes

Judge Layne H. Melzer
CX-102

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GUILLOM TARIS HINES

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

GUILLOM TARIS HINES, an
individual, on his own behalf and on
behalf of all others similarly situated,

Plaintiffs,

vs.

OMEGA ACCOUNTING SOLUTIONS,
INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2025-01473855-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198; IWC Wage Order No. 4);**
- 2. FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 4);**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4);**
- 4. FAILURE TO PROVIDE TIMELY OFF DUTY REST PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4);**
- 5. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; IWC Wage Order No. 4);**
- 6. FAILURE TO PAY WAGES DUE ON TERMINATION (Cal. Labor Code §§ 201-203);**
- 7. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code § 2802);**
- 8. FAILURE TO PAY FOR ALL HOURS WORKED (Cal. Labor Code § 204; IWC Wage Order No. 4);**
- 9. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and**

**10. UNFAIR COMPETITION (Cal. Bus. & Prof.
Code §§17200 et seq.)**

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

GUILLOM TARIS HINES ("Plaintiff") alleges the following:

1. This is a class action brought under California law by an individual who was employed by Omega Accounting Solutions, Inc. ("OAS") (along with DOES 1 through 100, collectively "Defendants"). Plaintiff brings this action on behalf of himself and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime wages, failure to pay minimum wages, failure to provide meal breaks (or pay the statutory compensation due), failure to provide rest breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure to pay wages due on termination, failure to reimburse business expenses, failure to pay for all hours worked and failure to allow inspection of employment records.

2. Plaintiffs have worked as employees for Defendant at its offices in Irvine, California. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant's efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like his co-workers whom Defendant also employed during the applicable limitations period, spend their workdays in Irvine, California, under illegal and highly regimented circumstances. That regimen results from Defendant's insistence to strictly

monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay overtime, minimum wages, refusing to provide proper meal periods, refusing to provide proper rest periods, not paying the required extra hour for missed meal/rest breaks, failing to pay all wages due on termination, failing to reimburse business expenses, failing to pay for all hours worked, failing to allow inspection of employment records, and by using other unlawful stratagems to ensure that labor costs remain artificially low.

4. Plaintiff brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to, premium overtime wages, minimum wages, missed meal/rest break wages, for failure to provide accurate itemized wage statements, failure to pay wages owed on termination, for failure to reimburse business expenses, for failure to pay for all hours worked, failure to allow inspection of employment records and interest, attorneys' fees, costs, and expenses.

5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

6. Plaintiff also brings an action seeking relief for Defendant's violations of California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

7. Pursuant to the California Labor Code, on or about December 31, 2024, Plaintiff filed a notice with Labor and Workforce Development Agency (LWDA) of his intent to pursue claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to amend this Complaint once he completes and complies with the provisions under the law.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this Complaint under Code of Civil Procedure

1 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
2 *Professions Code* §§ 17200 *et seq.* Plaintiff Guillom Taris Hines brings this Complaint on his
3 own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

4 9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
5 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
6 herein, occurred in the County of Orange and because Defendant Omega Accounting Solutions,
7 Inc. owned and operated its business in the County of Orange.

8 THE PARTIES

9 PLAINTIFF

10 10. At all times relevant hereto, Plaintiff was:

- 11 (a) An individual over age 18 and a resident of Orange County, California;
- 12 (b) Employed as an hourly employee for Defendant in Irvine, California;
- 13 (c) Did not receive overtime compensation required by *Labor Code* §§510
14 and 1194 and IWC Wage Order No. 4;
- 15 (d) Did not receive minimum wages as required by *Labor Code* §§1194,
16 1194.2, 1997, 1197.1, 1198 and IWC Wage Order No. 4;
- 17 (e) Did not receive the meal periods required by *Labor Code* §266.7 and
18 IWC Wage Order No. 4;
- 19 (f) Did not receive the rest periods required by *Labor Code* §266.7 and IWC
20 Wage Order No. 4;
- 21 (g) Did not receive accurate wage statements as mandated by *Labor Code*
22 §226;
- 23 (h) Was not paid all wages due on termination as required by *Labor Code*
24 §§201-203;
- 25 (i) Was not reimbursed necessary business expenses as required by *Labor*
26 *Code* §2802;
- 27 (j) Was not paid for all hours worked as required by *Labor Code* §204; and
28

- 1 (k) Was not provided his personnel records. Each of these was a violation of
2 the *Labor Code*.

3 **DEFENDANT**

4 11. Plaintiff is informed and believes, and based on that information and belief,
5 alleges, Defendant OAS is, and at all times mentioned herein was:

- 6 (a) A California corporation, with a principal place of business at 15101
7 Alton Pkwy, Suite 450 Irvine, California 92618. Defendant has been
8 authorized to do business and has been doing business in the County of
9 Orange;
- 10 (b) The former employer of Plaintiff and the current and former employer of
11 the putative Class members;
- 12 (c) Paid Plaintiff and all Class Members on a non-exempt salaried basis;
- 13 (d) Failed to pay Plaintiff and all putative Class members premium overtime
14 wages;
- 15 (e) Failed to pay Plaintiff and all putative Class member minimum wages;
- 16 (f) Failed to provide Plaintiff and all putative Class members with meal/rest
17 periods and failed to provide Plaintiff and all putative Class members
18 with accurate itemized wage statements;
- 19 (g) Failed to pay Plaintiff and all putative Class members all wages due on
20 termination;
- 21 (h) Failed to reimburse Plaintiff and all putative Class members for their
22 necessary business expenses;
- 23 (i) Failed to pay Plaintiff and all putative Class members for all hours
24 worked; and
- 25 (j) Failed to provide their personnel records. Each of these was a violation
26 of the *Labor Code*.

27 12. The true names and capacities, whether individual, corporate, subsidiary,
28 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown

1 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
2 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true
3 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

4 13. Plaintiff is informed and believes, and based on that information and belief
5 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
6 reside in or are authorized to do, or are otherwise doing, business in the State of California.
7 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
8 conduct business in the County of Orange. Each of the Defendants DOES 1 through 100 was
9 the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter
10 ego and/or representative of one or more of the other Defendants named herein, and acting with
11 permission, authorization, and/or ratification and consent of the other Defendants.

12 14. Plaintiff is informed and believes, and based on that information and belief
13 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
14 inclusive, are responsible in some manner for one or more of the events and happenings that
15 proximately caused the injuries and damages hereinafter alleged.

16 15. Plaintiff is informed and believes, and based on that information and belief
17 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
18 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
19 the other Defendants and that each Defendant was acting within the course and scope of his,
20 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
21 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
22 Class, for the damages sustained as a proximate result of their conduct.

23 16. Plaintiff is informed and believes, and based on that information and belief
24 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
25 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
26 themselves and entered into a combination and systemized campaign of activity to *inter alia*
27 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
28 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the

1 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
2 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
3 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
4 the actions of one Defendant was accomplished in concert with, and with the knowledge,
5 ratification, authorization and approval of each of the other Defendants.

6 **CLASS ALLEGATIONS**

7 **A. The Definition of the Class**

8 17. The Class ("the Class") is defined as follows:

9 (a) "All current and former employees who were non-exempt salaried
10 employees of Defendant and worked for Defendant in California at any time
11 during the period commencing on the date that is four (4) years prior to the
12 filing of this Complaint and continuing through the present date (the "Class
13 Period")."

14 (b) "All persons who were non-exempt salaried employees of Defendant and
15 worked for Defendant in California and left the employ of Defendant at any time
16 during the period commencing on the date that is within one (1) year prior to the
17 filing of this Complaint and continuing through the present date (the "Class
18 Period")."

19 18. Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to
20 amend or modify the Class description with greater specificity or further division into
21 subclasses or limitation to particular issues.

22 **B. Maintenance of the Action**

23 19. Plaintiff brings this action individually and on behalf of himself and as
24 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
25 and 17204 and *Code of Civil Procedure* § 382.

26 **C. The Class Requisites**

27 20. At all material times, Plaintiff was a member of the Class.
28

1 21. The Class action meets the statutory prerequisites for maintaining a class action
2 under Code of Civil Procedure § 382 in that:

- 3 (a) The persons who comprise the Class are so numerous that the joinder of all
4 those persons is impracticable and the disposition of their claims as a Class
5 will benefit the parties and the Court;
- 6 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
7 that are raised in this Complaint are common to the Class and will apply
8 uniformly to every Class member;
- 9 (c) The claims of the representative Plaintiff are typical of the claims of each
10 Class member. Plaintiff, like all Class members, has sustained damages
11 arising from Defendant's violations of the laws of the State of California.
12 Plaintiff, and the Class members, were and are similarly or identically
13 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
14 pattern of misconduct engaged in by the Defendant;
- 15 (d) The representative Plaintiff has, and will continue to, fairly and adequately
16 represent and protect the interests of the Class and has retained counsel
17 who are competent and experienced in class action litigation. There are no
18 material conflicts between the claims of the representative Plaintiff and the
19 Class members that would make class certification inappropriate. Counsel
20 for the Class will vigorously assert the claims of all Class members.

21 22. The persons who comprise the Class are so numerous that joining all of them is
22 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
23 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
24 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
25 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
26 Plaintiff are experienced, qualified and generally able to conduct complex class action
27 litigation.

1 23. The Court should permit the action to be maintained as a class action under
2 *Code of Civil Procedure* § 382 because:

- 3 (a) The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;
- 5 (b) A class action is superior to any other available method for fairly and
6 efficiently adjudicating the claims of the Class;
- 7 (c) The Class members are so numerous that it is impractical to bring all of
8 them before the Court;
- 9 (d) Plaintiff and other Class members will not be able to obtain effective and
10 economic legal redress unless the action is maintained as a class action;
- 11 (e) There is a community of interest in obtaining appropriate legal and
12 equitable relief for the statutory violations, and in obtaining adequate
13 compensation for the damages and injuries for which Defendant is
14 responsible in an amount sufficient to adequately compensate the Class
15 members;
- 16 (f) Without Class certification, the prosecution of separate actions by
17 individual Class members would create a risk of:
- 18 i. Inconsistent or varying adjudications for individual Class members
19 that would establish incompatible standards of conduct for
20 Defendant; and/or,
- 21 ii. Adjudication for individual Class members that would, as a
22 practical matter, dispose of other non-party members' interests, or
23 that would substantially impair or impede the non-parties' ability
24 to protect their interests, by, for example, potentially exhausting
25 the funds available from Defendant, and
- 26 (g) Defendant has acted or refused to act on grounds generally applicable to
27 the Classes, making final injunctive relief appropriate for the Class, as a
28 whole.

24. Plaintiff contemplates eventually issuing notice to the proposed Class Members that would set forth the subject and nature of the action. The Defendant's own business records may be utilized for assisting to prepare and issue the contemplated notice. To the extent that any further notices may be required, Plaintiff would contemplate using additional media and/or mailing.

GENERAL ALLEGATIONS

25. At all times material hereto, Defendant OAS has been and is, an accounting firm.

26. Plaintiff and members of the Class were employed as Account Executives and other non-exempt employees by Defendant in California at various times during the Class Period.

27. The employment by Defendant of the Class Members, and each them, is governed by Industrial Welfare Commission Wage Order No. 4, which covers those persons employed in the professional, technical, clerical, mechanical and similar occupations.

THE CONDUCT

28. Plaintiff seeks relief from Defendant's uniform policies and practices of denying Plaintiff and members of the Class wages and compensation owed under California law.

29. Starting on or about September 11, 2023 and continuing to May 2, 2024, Defendant employed Plaintiff on a non-exempt salaried basis as an Account Executive 1 in Irvine, California.

30. While employed by Defendant as an Account Executive 1, Plaintiff was paid approximately \$60,900.75 per year.

OFF-THE-CLOCK WORK

31. Employers must compensate non-exempt employees for “off-the-clock” work (before punching in or after punching out on a time clock) if the employers knew or should have known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal. 4th 575, 585.

32. Defendant required Plaintiff and the Class to regularly perform compensable tasks off-the-clock for which they did not receive any compensation. Specifically, at all times relevant, Plaintiff and Class members consistently worked hours for which they were not paid because Plaintiff and the Class members were required to work at home and on weekends receiving calls and following up with clients for approximately 2-3 hours per week while off the clock. Defendant was aware of Plaintiff and Class members' off the clock work.

33. Further, Defendant required training, such as orientation, watching videos, reading of policies, some which, Plaintiff and Class members were required to do off the clock. Plaintiff and Class members spent approximately 4 hours off the clock doing training when they were initially hired.

34. As a result, and because they improperly treated such off the clock work as non-compensable, Defendant failed to compensate Plaintiff and the Class for such time.

35. Further, Plaintiff and Class members' meal breaks were routinely interrupted and they would perform work during their meal breaks while off the clock on their meal breaks.

FAILURE TO PAY OVERTIME WAGES

36. Under California law, non-exempt employees as defined by Wage Order No. 4, are entitled to premium wages for overtime worked. Under California law, non-exempt employees as defined by IWC Wage Order No. 4, are entitled to premium wages for overtime worked. Under California law, an hourly paid employee is entitled to overtime pay when they exceed eight hours of work in a single day, exceed 40 hours of work in a week or work seven days in a row.

37. Here, at all times during the relevant time period, Plaintiff and the Class routinely worked schedules such that they were due pay at overtime rates. During this period, it was the practice and policy of Defendant to not pay employees overtime due to off the clock work. Monies for unpaid overtime remain due and owing.

FAILURE TO PAY MINIMUM WAGES

38. Under California law, non-exempt employees as defined by IWC Wage Order No. 4 are entitled to minimum wages. Labor Code Section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code Section 1194 entitles “any employee receiving less than the legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 4, obligates employers to pay each employee minimum wages for all hours worked.

39. These minimum wage standards apply to each hour employees worked or were subject to control by the employer for which they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked by an employee or subject to the employer's control is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

40. Plaintiff and the Class were not paid minimum wages due to Defendant's failure to afford proper meal/rest breaks.

41. At all times during the relevant time period, Plaintiff and the Class routinely worked schedules such that they were due pay at minimum wage rates. During this period, it was the practice and policy of Defendant to not pay employees' minimum wages. Monies for unpaid minimum wages remain due and owing.

**EXCLUSION OF BONUSES/COMMISSIONS/WELLNESS BENEFITS FROM
REGULAR RATE OF PAY**

42. California law uses the terms “compensation” and “pay” interchangeably and requires that all applicable remuneration, including but not limited to, commissions, and/or non-discretionary bonuses, and/or gift cards and/or cash payments based on sales numbers, etc., be included when calculating an employee's regular rate of pay.

43. Defendant failed to properly pay and calculate wages due to excluding nondiscretionary bonuses, commissions and wellness payments from regular rate of pay

1 calculations. Such bonuses, commissions and wellness payments are required under California
2 law to be included in an employee's regular rate of pay for wage calculation. Defendant failed
3 to do so, thereby failing to pay employees their full wages as required under the Labor Code.

4 44. Plaintiff and members of the Class received bonuses, commissions and wellness
5 payments that must be included when calculating their regular rates of pay for purposes of
6 wages. However, Defendant failed to correctly calculate Plaintiff and members of the Class's
7 regular rate of pay to include all applicable remuneration, including, but not limited to,
8 bonuses, commissions and wellness payments. Defendant issued bonuses, commissions and
9 wellness payments to Plaintiff and Class members, but the bonuses, commissions and wellness
10 payments were not blended into Plaintiff and Class member's regular rate of pay.

11 45. Plaintiff's paystub dated May 3, 2024, shows that he was paid a \$50.00
12 "Wellness" payment at the same time as Overtime which was paid at exactly 1.5 times
13 Plaintiff's base rate. Thus, the Wellness benefit was not incorporated into the Overtime rate.
14 Additionally, Plaintiff was paid a \$50.00 "Wellness" payment at the same time as "CA Meal
15 Pr", paid at exactly Plaintiff's base rate. Thus, the wellness benefits were not incorporated into
16 the meal penalty rate. Further, Plaintiff was paid a \$50.00 "Wellness" payment at the same
17 time as PTO, paid at exactly Plaintiff's base rate. Thus, the wellness benefits were not
18 incorporated into the PTO pay rate.

19 46. Additionally, Plaintiff's paystub dated May 3, 2024, shows that he was paid
20 "Performc" in the Year-to-Date section. This may have caused regular rate issues.

21 47. Plaintiff was also paid commissions of \$250.00 per client file submitted pending
22 loan approval. His paystub shows that he is paid commissions in the Year-to Date section.
23 This may have caused regular rate issues.

24 MISSED/INTERRUPTED MEAL BREAKS

25 48. Under California law, non-exempt employees as defined by IWC Wage Order
26 No. 4, are entitled to premium wages for overtime worked, a 30-minute lunch period for each 5
27 hours worked, or major fraction thereof. Non-exempt employees are entitled to one hour pay
28 at their regular pay rate for each day the requisite meal periods are not provided.

1 49. Plaintiff and Class members meal breaks were frequently missed and/or
2 interrupted.

3 50. Defendant's policies and procedures were applied to all non-exempt employees
4 in California and resulted in non-exempt employees working time which was not compensated
5 by any wages in violation of Labor Code sections 510, 1194 and the IWC Wage Order No. 4.
6 As a result, Defendant owes wages at the legal overtime and minimum wage rate for unpaid
7 overtime/double time and minimum wages to each of their California non-exempt employees
8 whose daily hours were reduced and their meals periods were interrupted and/or not at all.

9 **REST PERIODS INTERRUPTED**

10 51. Plaintiff and Class members' rest breaks were routinely interrupted by calls
11 from clients, colleagues or supervisors. Plaintiff and Class members were required to be
12 responsive to their phones at all times during their shifts.

13 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

14 52. As a result of Defendant's failure to pay employees at required overtime rates,
15 minimum wage rates and premium pay for interrupted and/or missed meal/rest breaks, the wage
16 statements issued to the employees did not comply with *Labor Code* §226 and the California
17 Industrial Welfare Commission ("IWC") Wage Order No. 4 in that they did not accurately
18 reflect all wages earned and due and owing.

19 **FAILURE TO PAY WAGES DUE ON TERMINATION**

20 53. As a further result of Defendant's failure to pay employees at required overtime,
21 minimum wage rates and afford proper meal/rest breaks, when the employees left their
22 employ, they were not timely paid all wages due them, as required by Labor Code §§ 201, 202
23 and IWC Wage Order No. 4. Further, it was the practice of Defendant to not pay employees
24 the final paychecks within the time periods mandated by Labor Code §§201, 202 and the IWC
25 Wage Order No. 4.

26 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

27 54. Defendant failed to reimburse Plaintiff and Class members for their necessary
28 business expenses, such as cell phone use.

1 **FAILURE TO PAY FOR ALL HOURS WORKED**

2 55. Defendant failed to pay Plaintiff and Class members for all hours worked.
3 Defendant required Plaintiff and Class members to attend required training via videos and read
4 policies, outside of work hours. Plaintiff and Class members were not paid for any training
5 time outside of work hours.

6 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

7 56. Defendant failed to allow Plaintiff to timely inspect his records and payroll files.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME**

10 **(Labor Code §§510, 511, 558, 1194, 1198 and IWC Wage Order No. 4 by Plaintiffs**
11 **Against Defendant and Does 1-100)**

12 57. Plaintiff and the Class reallege and incorporate by reference all of the allegations
13 set forth in this Complaint.

14 58. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
15 Code §§510, 1194, and 1198, and IWC Wage Order No. 4, Defendant was required to
16 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
17 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
18 hours on the seventh (7th) consecutive day of any work week.

19 59. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
20 who had not been paid overtime compensation could recover the unpaid balance of the full
21 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
22 fees and costs of suit.

23 60. Pursuant to IWC Wage Order No. 4-2001, § 3, "Employment beyond eight (8)
24 hours in any workday is permissible provided the employee is compensated for such overtime
25 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
26 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
27 workday...

28 61. California Labor Code section 558 provides in pertinent part:

1 (a) Any employer or other person acting on behalf of an employer who
2 violates, or causes to be violated, a section of this chapter or any
3 provision regulating hours and days of work in any order of the
4 Industrial Welfare Commission shall be subject to a civil penalty as
5 follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid
7 employee for each pay period for which the employee was underpaid in
8 addition to an amount sufficient to recover underpaid wages.

9 (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was
11 underpaid in addition to an amount sufficient to recover underpaid
12 wages.

13 (3) Wages recovered pursuant to this section shall be paid to the affected
14 employee...

15 (c) The civil penalties provided for in this section are in addition to any
16 other civil or criminal penalty provided by law.

17 62. Throughout Plaintiff's employment, Plaintiff worked overtime hours and was
18 not paid overtime pay due to Defendant's failure to pay for off the clock work.

19 63. Defendant required Plaintiff and the Class to regularly perform compensable
20 tasks off-the-clock for which they did not receive any compensation. Specifically, Plaintiff and
21 Class members engaged in off the clock activities such as working at home and on weekends
22 receiving calls and following up with clients for approximately 2-3 hours per week while off
23 the clock. Defendant was aware of Plaintiff and Class members' off the clock work.

24 64. The amount of time spent by Class members off the clock was not *de minimis*.

25 65. Throughout Plaintiff's employment, Defendant failed and refused to pay and
26 properly calculate overtime compensation to Plaintiff and Class Members as required by law.

27 66. The regular rate of pay under California law includes all remuneration for
28 employment paid, on behalf of the employer, to the employee. Employers must properly factor
all economic items into the regular rate of pay for purposes of calculating the overtime wages
due to their employees. *See Alvarado v. Dart Container Corp. of California* (2018) 4 Cal. 5th
542, 554, 568 (the regular rate of pay must include the "value of any nonhourly compensation,"
including bonuses).

1 67. Specifically, Defendant had a company-wide policy of failing to properly pay
2 and calculate wages due.

3 68. Defendant violated the rights of Plaintiff and the members of the Class by not
4 correctly calculating their regular rate of pay. Plaintiff and Class members' commissions,
5 wellness benefits and bonuses were not incorporated into their regular rate of pay.

6 69. The foregoing overtime compensation is owed and unpaid. As a direct and
7 proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class
8 members suffered damages in an amount to be proven at trial.

9 70. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
10 counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's
11 attorneys' fees, costs and interest.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES DUE TO TIME ROUNDING**

14 **(IWC Wage Order No. 4; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs**
15 **Against Defendant and Does 1 through 100)**

16 71. Plaintiff and the Class reallege and incorporate by reference all of the allegations
17 set forth in this Complaint.

18 72. Labor Code §§ 1194(a) states: "Notwithstanding any agreement to work for a
19 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
20 compensation applicable to the employee is entitled to recover in a civil action the unpaid
21 balance of the full amount of this minimum wage or overtime compensation, including interest
22 thereon, reasonable attorney's fees, and costs of suit."

23 73. *Labor Code* § 1197 states the California requirement that employees must be
24 paid at least the minimum wage fixed by the Commission, and any payment of less than the
25 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
26 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
27 the full amount of this minimum wage." IWC Wage Order 4-2001 also obligates employers to
28 pay each employee minimum wages for all hours worked. These minimum wage standards

1 apply to each hour employees worked for which they were not paid. Therefore, an employer's
2 failure to pay for any particular hour of time worked by an employee is unlawful, even if
3 averaging an employee's total pay over all hours worked, paid or not, results in an average
4 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
5 (2005).

6 74. Pursuant to IWC Wage Order No. 4, Defendant is required to pay the members
7 of the Class for all hours worked, meaning the time during which an employee is subject to the
8 control of an employer, including all the time the employee is suffered or permitted to work,
9 whether or not required to do so.

10 75. Furthermore, pursuant to *Labor Code* § 1198, "[t]he maximum hours of work
11 and the standard conditions of labor fixed by the commission shall be the maximum hours of
12 work and the standard conditions of labor for employees. The employment of any employee for
13 longer hours than those fixed by the order or under conditions of labor prohibited by the order
14 is unlawful."

15 76. Defendant failed to satisfy minimum wage requirements because they
16 improperly failed to afford Plaintiff and Class members compliant meal/rest breaks in violation
17 of *Labor Code* §§ 226.7, 1197, 1198 and IWC Wage Order No. 4.

18 77. Defendant's pattern, practice and uniform administration of corporate policy
19 regarding illegal employee compensation as described herein is unlawful and creates an
20 entitlement, pursuant to *Labor Code* § 218, to recovery by Plaintiff and the members of the
21 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
22 the appropriate rate.

23 78. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
24 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
25 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
26 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
27 the time associated with the overtime for which they received no compensation. *See Sillah v.*
28 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees

1 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
2 showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*,
3 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

4 79. Plaintiff and the other Class Members suffered and continue to suffer losses
5 related to the use and enjoyment of compensation due and owing to them as a direct result of
6 Defendant's unlawful acts and Labor Code violations in an amount to be shown according to
7 proof at trial and within the jurisdictional limitations of this Court.

8 80. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
9 Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them,
10 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to
11 proof.

12 **THIRD CAUSE OF ACTION**

13 **FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS**

14 **(IWC Wage Order No. 4; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and**
15 **Does 1 through 100)**

16 81. Plaintiff and the Class reallege and incorporate by reference all of the allegations
17 set forth in this Complaint.

18 82. California Labor Code §226.7(a) prohibits an employer from requiring an
19 employee to work during any meal period mandated by an applicable Industrial Wage Order.
20 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
21 employee to work during a meal or rest break or recovery period mandated pursuant to an
22 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
23 Commission..."

24 83. California Labor Code §1198 makes unlawful the employment of an employee
25 under conditions the IWC prohibits.

26 84. IWC Wage Order No. 4 provides, in relevant part: "No employer shall employ
27 any person for a work period of more than five (5) hours without a meal period of not less than
28 30-minutes, except that when a work period of not more than six (6) hours will complete the

1 day's work the meal period may be waived by mutual consent of the employer and the
2 employee."

3 85. IWC Wage Order No. 4, section (11)(c) further provides, in relevant part:
4 "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period
5 shall be considered an 'on duty' meal period and counted as time worked."

6 86. Section 512(a) of the California Labor Code provides, in relevant part, that:

7 An employer may not employ an employee for a work period of more than five
8 hours per day without providing the employee with a meal period of not less
9 than 30-minutes, except that if the total work period per day of the employee is
10 no more than six hours, the meal period may be waived by mutual consent of
11 both the employer and employee. An employer may not employ an employee
12 for a work period of more than 10 hours per day without providing the
13 employee with a second meal period of not less than 30-minutes, except that if
the total hours worked is no more than 12 hours, the second meal period may
be waived by mutual consent of the employer and the employee only if the first
meal period was not waived.

14 87. The Labor Code and Wage Order provisions cited above require California
15 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
16 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
17 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
18 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
19 the fifth hour of their shifts.

20 88. As alleged herein, Defendant failed to relieve employees of duties for timely
21 meal breaks throughout the Class Period. Plaintiff and the members of the Class's meal periods
22 were not afforded and/or interrupted.

23 89. Under California law, employers must also record their employees' meal
24 periods: "Every employer shall keep accurate information with respect to each employee,
25 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
26 operations cease ... need not be recorded." IWC Wage Order No. 4, § (7)(A)(3). Where the
27 employer has failed to keep records required by statute, the consequences of such failure should
28 fall on the employer, not the employee. In such a situation, imprecise evidence by the employee

1 can provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
2 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
3 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
4 known its employees were regularly interrupted and/or missing meal periods during the Class
5 Period.

6 90. Defendant has a policy or practice of failing to ensure that Plaintiff and
7 members of the class take proper meal periods required by California Labor Code §226.7 and
8 IWC Wage Order No. 4, §11.

9 91. By their actions in affording Plaintiff and Class members improper meal
10 periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 4 in
11 the amount of one additional hour of pay at the employee's regular rate of compensation for
12 each work period during each day in which Defendant failed to provide employees with proper
13 statutory off-duty meal periods.

14 92. Defendant also has a policy or practice of failing to pay each of their employees
15 who was not provided with a proper meal period an additional one hour of compensation at
16 each employee's regular rate of pay.

17 93. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
18 bring a private right of action to recover wages due based on the deprivation of proper meal
19 periods under Cal. Labor Code § 226.7(b).

20 94. As a direct and proximate result of Defendant's unlawful conduct as alleged
21 herein, Plaintiff and members of the Class have sustained economic damages, including but not
22 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
23 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
24 relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 4.

25 **FOURTH CAUSE OF ACTION**

26 **FOR FAILURE TO PROVIDE REST PERIODS**

27 **(Labor Code § 226.7 and IWC Wage Order No. 4 By Plaintiffs Against Defendant and**
28 **Does 1 through 100)**

1 95. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this Complaint.

3 96. Labor Code § 226.7 and IWC Wage Order No. 4 provide that employers shall
4 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
5 per four hours of work, or major fraction thereof.

6 97. Labor Code § 226.7 and IWC Wage Order No. 4 provide that if an employer
7 fails to provide an employee with rest periods in accordance with those provisions, the
8 employer shall pay the employee one hour of pay at the employee's regular rate of
9 compensation for each workday that the rest periods were not so provided.

10 98. Defendant has intentionally and improperly denied rest periods to Plaintiff and
11 the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 4. Plaintiff and Class
12 members were not afforded uninterrupted rest breaks.

13 99. At all times relevant hereto, Plaintiff and members of the Class have worked 8
14 or more hours daily.

15 100. At all times relevant hereto, Defendant failed to provide proper rest periods as
16 required by Labor Code § 226.7 and IWC Wage Order No. 4. Plaintiff and Class members rest
17 breaks were routinely interrupted.

18 101. By virtue of Defendant's unlawful failure to provide compliant rest periods to
19 the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer,
20 damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed
21 the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

22 **FIFTH CAUSE OF ACTION**

23 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

24 **ITEMIZED STATEMENTS**

25 **(Labor Code §226 and IWC Wage Order No. 4 By Plaintiffs Against Defendant and Does**
26 **1 through 100)**

27 102. Plaintiff and the Class reallege and incorporate by reference all of the allegations
28 set forth in this Complaint.

1 103. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiff
2 and the Class.

3 104. Pursuant to California Labor Code sections 226 and 1174, and IWC Wage Order
4 No. 4, section 7, Defendant is required to maintain and provide accurate records relating to
5 employee compensation including all formulas and production records used to calculate wages
6 due.

7 105. Defendant is further required to provide, *inter alia*, semimonthly or at the time
8 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)
9 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
10 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
11 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

12 106. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
13 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
14 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods
15 in which the employer knowingly and intentionally failed to provide accurate itemized
16 statements to the employee causing the employee to suffer injury.

17 107. Notwithstanding these provisions. Defendant has engaged in a uniform practice
18 of refusing to maintain and provide the accurate records and wage statements required by
19 California law.

20 108. Throughout the Class Period, Defendant intentionally and knowingly provided
21 Plaintiff and other members of the Class with weekly itemized wage statements containing
22 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
23 that the payments owed to Plaintiff and the members of the Class for overtime compensation,
24 minimum wages, missed or late meal/rest periods, all hours worked, were not included in gross
25 wages earned by Plaintiff and members of the Class.

26 109. As a result, Plaintiff and members of the Class have been injured by having been
27 deprived of the true facts pertaining to their compensation and employment.
28

1 110. Plaintiff and members of the Class were damaged by these failures because,
2 among other things, the failures led them to believe that they were not entitled to overtime
3 compensation, minimum wages, pay for meal/rest periods not timely provided, pay for all hours
4 worked, even though they were so entitled and these failures hindered them from determining
5 the amounts of wages owed to them.

6 111. Plaintiff and members of the Class are entitled to the amounts provided in Labor
7 Code §226(e), plus attorneys' fees and costs.

8 112. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
9 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
10 provided by law for Defendant's improper conduct.

11 **SIXTH CAUSE OF ACTION**

12 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

13 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**

14 113. Plaintiff and the Class reallege and incorporate by reference all of the allegations
15 set forth in this Complaint.

16 114. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
17 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
18 from employment, unpaid wages are due and payable within 72 hours of resignation.

19 115. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
20 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
21 paid, not to exceed thirty days.

22 116. Plaintiff and the Class were discharged and/or resigned from Defendant's
23 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

24 117. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
25 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

26 **SEVENTH CAUSE OF ACTION**

27 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

28 **(Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

118. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

119. Labor Code §2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties.

120. At all times relevant herein, Defendant was aware that Plaintiff and Class members were using their personal cell phones for business, but failed to indemnify Plaintiff and Class members for all their business-related expenses, including wear and tear expenses, in accordance with Labor Code §2802. Defendant required Plaintiff and Class members to use their cell phones every day, both on and off the clock, to text/call management, coworkers and clients, 2-factor authentication and downloading and using 3-4 work apps, including Paylocity and others. Defendant encouraged Plaintiff and Class members to provide clients with their personal cell phone numbers. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in using their cell phones for work-related purposes.

121. As a result of Defendant's conduct, Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

122. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED

**(Cal. Labor Code § 204; IWC Wage Order No. 4 By Plaintiffs against Defendant and
Does 1 through 100)**

123. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

1 124. At all times relevant to this action, Plaintiff and members of the Class were
2 employed by OAS within the meaning of the California Labor Code.

3 125. California Labor Code section 204 requires an employer, such as OAS, to pay
4 employees for all work performed on the job.

5 126. Section 4 of IWC Wage Order No. 4 requires that employers pay employees for
6 all hours worked, including time spent being trained.

7 127. At all times relevant herein, Defendant was required to compensate their non-
8 exempt employees for all hours worked pursuant to Wage Order No. 4, and Cal. Labor Code
9 §§200, 223, 226, 500, 510, 1197, 1198.

10 128. During the class period, OAS had, and continues to have, a policy and practice
11 of failing to fully compensate its employees for all hours worked.

12 129. Defendant had, and continues to have, a policy and practice of requiring,
13 suffering, or otherwise permitting employees to watch mandatory training videos and read
14 policies while off the clock without compensating them for all of the time spent training.

15 130. By requiring Plaintiff and Class members to watch mandatory training videos
16 and read policies without compensation as alleged above, Defendant willfully has violated and
17 continues to violate the provisions of California Labor Code section 204.

18 131. Defendant has knowingly and willfully refused to perform its obligations to
19 compensate Plaintiff and the Class for all hours worked.

20 132. As a result of the unlawful acts of Defendant, Plaintiff and Class members have
21 been deprived of compensation in amounts to be determined at trial and are entitled to
22 recovery of such amounts, in addition to penalties, plus interest thereon, attorneys' fees, and
23 costs, under Labor Code section 1194.

24 **NINTH CAUSE OF ACTION**

25 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

26 ***(Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)***

27 133. Plaintiff and the Class reallege and incorporate by reference all of the allegations
28 set forth in this Complaint.

1 134. California Labor Code Section 1198.5 provides:

- 2
- 3 (a) Every current and former employee, or his or her representative, has the
- 4 right to inspect and receive a copy of the personnel records that the
- 5 employer maintains relating to the employee's performance or to any
- 6 grievance concerning the employee.
- 7 (b) The employer shall make the contents of those personnel records available
- 8 for inspection to the current or former employee, or his or her
- 9 representative, at reasonable intervals and at reasonable times, but not later
- 10 than 30 calendar days from the date the employer receives a written request,
- 11 unless the current or former employee, or his or her representative, and the
- 12 employer agree in writing to a date beyond 30 calendar days to inspect the
- 13 records, and the agreed-upon date does not exceed 35 calendar days from
- 14 the employer's receipt of the written request to inspect the records. Upon a
- 15 written request from a current or former employee, or his or her
- 16 representative, the employer shall also provide a copy of the personnel
- 17 records,..... later than 30 calendar days from the date the employer receives
- 18 the request...
- 19 (k) If an employer fails to permit a current or former employee, or his or her
- 20 representative, to inspect or copy personnel records within the times specified I
- 21 this section... the current or former employee may recover a penalty of seven
- 22 hundred fifty dollars (\$750) from the employer.
- 23 (l) A current or former employee may also bring an action for injunctive relief
- 24 to obtain compliance with this section, and may recover costs and reasonable
- 25 attorney's fees in such an action.

26 135. Additionally, pursuant to IWC Wage Order No. 4, at section 7 re: Records,

27 employers are required to keep accurate payroll records on each employee, and such records

28 must be made readily available for inspection by the employee upon reasonable request. The

employer must also maintain accurate production records.

136. On or about December 31, 2024, Plaintiff's counsel issued a written request to

Defendant for copies of his personnel records.

137. Under California Labor Code Sections 226, 432 and 1198.5, such records were

to include all records relating to Plaintiff's hours worked, wage statements and compensation.

Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for

1 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
2 records.

3 138. As a direct result and consequence of Defendant's failure and refusal to permit
4 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
5 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
6 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
7 penalty of \$750 based upon Defendant's violation of §1198.

8 **TENTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1**
11 **through 100)**

12 139. Plaintiff and the Class reallege and incorporate by reference all of the allegations
13 set forth in this Complaint.

14 140. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiff
15 and the Class. Defendant is also a "person" as that term is defined in Business & Professions
16 Code §17021.

17 141. The Business & Professions Code defines unfair competition as any unlawful,
18 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
19 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
20 Plaintiff and the Class overtime compensation; (2) pay minimum wages; (3) pay Plaintiff and
21 the Class for meal periods afforded late, missed and/or interrupted, (4) pay Plaintiff and the
22 Class for rest periods not afforded, (5) furnish Plaintiff and the Class with accurate itemized
23 wage statements, as mandated by the applicable Labor Code and Industrial Welfare
24 Commission requirements, (6) pay all wages due on termination, (7) reimburse business
25 expenses, (8) pay for all hours worked and (9) provide personnel records, all in violation of
26 Business & Professions Code §§ 17200 *et seq.*

27 142. By and through the unfair and unlawful business practices described herein,
28 Defendant has obtained valuable property, money and services from the Plaintiff and the Class

1 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
2 Plaintiff and the Class.

3 143. All the acts described herein are violations of, among other things, the Labor
4 Code and Industrial Commission Wage Order No. 4, are unlawful and in violation of public
5 policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby
6 constitute unfair and unlawful business practices in violation of Business & Professions Code
7 §§ 17200 *et seq.*

8 144. Plaintiff and the Class are entitled to, and do, seek such relief as may be
9 necessary to restore to them the money and property which Defendant has acquired, or of
10 which Plaintiff and the Class have been deprived by means of the above-described unfair and
11 unlawful business practices.

12 145. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
13 above-described business practices are unfair and unlawful and that injunctive relief should be
14 issued restraining Defendant from engaging in any of the above described unfair and unlawful
15 business practices in the future.

16 146. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
17 redress the injuries which they have suffered as a consequence of the unfair and unlawful
18 business practices of Defendant. As a result of the unfair and unlawful business practices
19 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
20 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful
21 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
22 Plaintiff and the Class.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
25 and against Defendant as follows:

26 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff
27 and Class members, according to proof;

28

1 2. For compensatory damages in the amount of minimum wages due to Plaintiff
2 and Class members, according to proof;

3 3. For payment of unpaid wages in accordance with California labor and
4 employment law;

5 4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
6 Class Members for each workday that a meal period was provided late and/or missed;

7 5. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
8 Class Members for each workday that a rest period was not afforded;

9 6. For payment to Plaintiff and Class members of waiting time penalties pursuant
10 to *Cal. Lab. Code* §203, in an amount equal to their respective daily rates of pay at the time of
11 termination or layoff, multiplied by the total amount of days elapsed between the date of the
12 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
13 maximum of 30 days' pay, according to proof;

14 7. For specific relief enforcing waiting time penalties of 30 days of per diem wages
15 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

16 8. For compensatory damages in the amount of Plaintiff and Class members' cell
17 phone expenses for business purposes, costs and attorneys' fees pursuant to *Cal. Code Civ.*
18 *Proc.* §2802(c);

19 9. For compensatory damages in the amount of unpaid wages due to failure to pay
20 for all hours worked in accordance with California labor and employment law;

21 10. For an award of consequential damages in Plaintiff and Class members' favor
22 and against Defendant, in an amount to be proven at trial;

23 11. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

24 12. For specific relief enforcing waiting time penalties of 30 days of per diem wages
25 pursuant to *Cal. Bus. & Prof. Code* §17200, according to proof;

26 13. For prejudgment interest accrued on all due and unpaid overtime and minimum
27 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
28 1194(a), according to proof;

1 14. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
2 according to proof;

3 15. For civil penalties pursuant to *Cal. Labor Code* §1198 and IWC Wage Order
4 No. 4;

5 16. For reasonable costs, including attorneys' fees, in an amount according to proof
6 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802 and/or *Cal. Code of*
7 *Civ. Proc.* §1021.5;

8 17. For an award of restitution of wages to Plaintiff and Class members in an
9 amount equal to the amount of wages owed and unpaid, according to proof;

10 18. For injunctive relief requiring Defendant to comply with Labor Code
11 1198.5(b)(1);

12 19. For injunctive relief ordering the continuing unfair business acts and practices to
13 cease, as the Court deems just and proper;

14 20. For other injunctive relief ordering Defendant to notify Plaintiff and Class
15 members that they have not been paid the proper amounts in accordance with California law;

16 21. For punitive and exemplary damages in a sum to be determined at trial; and

17 22. For such other and further relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff Guillom Taris Hines hereby respectfully requests a trial by jury for all claims
20 and issues raised in his Complaint that may be entitled to a jury trial.

21
22 LIPELES LAW GROUP, APC

23 Date: December 31, 2024

24
25 By: 

26 Kevin A. Lipeles
27 Attorneys for Plaintiff
28 Guillom Taris Hines