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CLERK OF THE SUPERIOR COURT
BY: J. FORESTER, DEPUTY CLERK

Attorneys for Plaintiff
NICHOLAS AMANN, individually and on behalf of all others similarly situated.

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

206698

NICHOLAS AMANN, individually and on
behalf of all others similarly situated

CASE NO.
[Unlimited Civil Jurisdiction]

Plaintiff,

CLASS ACTION COMPLAINT:

vs.

NORTH STATE SECURITY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

1. Failure to Pay Minimum Wages (Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. C. §§ 510, *et seq.*);
3. Failure to Timely Pay Wages During Employment (Cal. Lab. C. §§ 204, 210);
4. Failure to Timely Pay Wages Upon Discharge (Cal. Lab. C. §§ 201 – 203);
5. Failure to Provide Meal Periods (Cal. Lab. C. §§ 226.7, 512);
6. Failure to Provide Rest Periods (Cal. Lab. C. §§ 226.7, 512);
7. Failure to Provide Accurate Wage Statements (Cal. Lab. C. § 226);
8. Failure to Indemnify for Business Expenses (Cal. Lab. C. §§ 2800, 2802); *and*
9. Unfair Competition (Cal. Bus. & Prof. C. §17200, *et seq.*)

COMES NOW Plaintiff NICHOLAS AMANN, individually and on behalf of all others similarly situated, for causes of action against Defendants, NORTH STATE SECURITY, INC., a California corporation; and DOES 1 through 100, inclusive and complains and alleges upon information and belief as follows:

PARTIES

1. Plaintiff NICHOLAS AMANN ("Plaintiff") at all times relevant to this action was a California resident.

2. Plaintiff is informed and believes, and thereon alleges that Defendant NORTH STATE SECURITY, INC. is a California corporation with its principal place of business in Shasta County, California.

3. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein under fictitious names Does 1 through 100, inclusive, and for that reason sues said Defendants, and each of them, by such fictitious names. Plaintiff is informed, believes, and thereupon alleges that each of the Defendants Does 1 through 100, inclusive, is and was in some manner responsible for, participated in, or contributed to the matters and things of which Plaintiff complains herein, and in some fashion, has legal responsibility therefore. When Plaintiff ascertains the names and capacities of the fictitiously named Defendants Does 1 through 100, inclusive, Plaintiff will seek leave to amend this Complaint to set forth such facts.

4. Plaintiff is informed, believes, and there upon alleges that each Defendant is, and at all times relevant herein was, the agent of his, her, or its co-Defendants, and in committing the acts alleged herein, was acting within the scope of his, her, or its authority as such agent, and with the knowledge, permission, and consent of his, her, or its co-Defendants.

5. NORTH STATE SECURITY, INC., and DOES 1 through 100, shall collectively be referred to in this Complaint as "Defendants" when applicable.

JURISDICTION & VENUE

6. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Shasta. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Shasta. At all relevant times, Defendants maintained their headquarters/“nerve center” within the State of California, County of Shasta.

GENERAL ALLEGATIONS

10. Plaintiff is informed and believes, and thereon alleges, that Defendant is engaged in the business of security guard and patrol services. Defendants' operations facility is located in Redding, county of Shasta, California.

11. Beginning in November 2020 and continuing until his termination on or about November 2023, Plaintiff worked for Defendants as a security officer. His duties included monitoring and increasing safety at assigned locations, preventing unlawful entry, and patrolling the assigned premises.

12. At all times relevant to this action, Defendants failed to properly compile, account for, and pay Plaintiff for the hours he worked due to the following uniform practices:

a. **Rounding:** Defendants, as a matter of established company policy and procedure, administered a practice of rounding the actual time worked and recorded by Plaintiff, and putative class members, always to the benefit of Defendants, so that during the course of their employment, Plaintiff and putative class members were paid less than

1 they would have been paid had they been paid for actual recorded time rather than
2 “rounded” time. As a result, Plaintiff and putative class members forfeited minimum
3 wage and overtime compensation by from time to time working without their time
4 being accurately recorded and without compensation at the applicable minimum wage
5 and overtime rates.

6 b. **Failure to Pay for all Time Worked:** Defendants required Plaintiff and putative class
7 members to work without paying them for all time they were under Defendants’
8 control. For example, Defendants also engaged in the practice of requiring Plaintiff
9 and putative class members to perform work off the clock in that Defendants, as a
10 condition of their employment, required Plaintiff and putative class members to render
11 work-related duties as a condition of their employment during meal and rest periods
12 and both pre-shift and post-shift. Defendants failed to pay them for the time spent
13 performing these mandatory off the clock tasks.

14 c. **Failure to Pay Overtime:** Plaintiff alleges that several of Defendants’ practices
15 resulted in the failure to pay all overtime compensation owed. Plaintiff and putative
16 class members regularly worked in excess of eight (8) hours in a day, forty (40) hours
17 in a week and/or on the seventh consecutive day of the week without receiving
18 mandatory overtime pay. Plaintiff also alleges that Defendants’ managers and
19 supervisors edited class member time records to avoid payment of overtime and
20 unlawful meal periods. Some overtime was paid at an improper rate, and other
21 overtime hours worked were not compensated at all.

22 d. **Failure to Provide Meal Breaks:** As a result of their rigorous work schedules,
23 Plaintiff and putative class members were also from time to time unable to take off duty
24 meal breaks and were not fully relieved of duty for meal periods. They were required
25 from time to time to perform work as ordered by Defendants for more than five (5)
26 hours during a shift without receiving an off-duty meal break. Further, Defendants
27 failed to provide Plaintiff and putative class members with a second off-duty meal
28 period from time to time in which these employees were required by Defendants to

1 work ten (10) hours of work. Plaintiff and putative class members therefore forfeited
2 meal breaks without additional compensation and in accordance with Defendants'
3 corporate policy and practice. Plaintiff and putative class members were instructed by
4 supervisors that they were not allowed meal breaks, nor were they allowed to leave the
5 premises for any potential meal period.

6 e. **Failure to Provide Rest Breaks:** Due to the nature of Defendants' work, Defendants
7 required Plaintiff and putative class members from time to time to work in excess of
8 four (4) hours without being provided ten (10) minute rest periods. Further, these
9 employees were denied their first rest periods of at least ten (10) minutes for some
10 shifts worked of at least two (2) to four (4) hours from time to time, a first and second
11 rest period of at least ten (10) minutes for some shifts worked between six (6) and eight
12 (8) hours from time to time, and a first, second and third rest period of at least ten (10)
13 minutes for some shifts worked of ten (10) hours or more. Plaintiff and putative class
14 members were also not provided with one-hour wages in lieu thereof. As a result of
15 their rigorous work schedule and limited staffing, Plaintiff and putative class members
16 were regularly denied their proper rest periods by Defendants' managers. Additionally,
17 the applicable California Wage Order requires employers to provide employees with
18 off-duty rest periods, defined as time during which an employee is relieved from all
19 work-related duties and free from employer control. In so doing, employers must
20 authorize and permit all employees to take rest period means that employers must
21 relieve employees of all duties and relinquish control over how employees spend their
22 time which includes control over the locations where employees may take their rest
23 period. Employers cannot impose controls that prohibit an employee from leaving the
24 premises. Here, Defendants' policy restricted Plaintiff and putative class members
25 from leaving worksites despite being off-duty.

26 f. **Inaccurate Wage Statements:** Defendants failed to issue Plaintiff and putative class
27 members wage statements that fully and accurately itemized the requirements set forth
28 in Labor Code Section 226(a), in violation of Labor Code Section 226 and 226.3. As

1 a result of the violations described above, Plaintiff and putative class members received
2 wage statements that failed to accurately state all applicable hourly rates in effect
3 during the pay period, the corresponding number of hours worked at each hourly rate
4 by the employee, and correctly identify the gross wages earned. Defendants also failed
5 to issue Plaintiff and putative class members wage statements that accurately included
6 meal and rest period premiums nor overtime pay issued at the proper regular rate, in
7 addition to work that went uncompensated while working off the clock.

8 g. **Waiting Time:** Defendants further failed to pay Plaintiff and putative class members
9 all wages due at throughout their employment and at the separation of their employment
10 based on the time frames required by Labor Code Sections 201-204 and 210 as a result
11 of the violations described above.

12 h. **Failure to Reimburse:** Defendants failed to reimburse Plaintiff and putative class
13 members for necessary business expenditures, including, but not limited to, personal
14 cell phone expenses.

15 13. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
16 should have known that they had a duty to compensate Plaintiff and the putative class members
17 pursuant to California law, and that Defendants had the financial ability to pay such compensation,
18 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the
19 putative class members that they were properly denied wages, all in order to increase Defendants'
20 profits.

21 14. Defendants' conduct described herein was undertaken, authorized, and/or ratified
22 Defendants' officers, directors and/or managing agents who were authorized and empowered to make
23 decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said
24 managing agents and individuals was therefore undertaken on behalf of Defendants who further had
25 advanced knowledge of the actions and conduct of said individuals whose actions and conduct were
26 ratified, authorized, and approved by managing agents whose precise identities are unknown to
27 Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 100,
28 inclusive.

CLASS ACTION ALLEGATIONS

15. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

16. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

17. Plaintiff reserves the right to establish additional classes and subclasses as appropriate.

18. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and

1 efficient adjudication of this litigation because individual joinder of all class members
2 is impractical

- 3 e. Public Policy Considerations: Certification of this lawsuit as a class action will advance
4 public policy objectives. Employers of this great state violate employment and labor
5 laws every day. Current employees are often afraid to assert their rights out of fear of
6 direct or indirect retaliation. However, class actions provide the class members who
7 are not named in the complaint anonymity that allows for the vindication of their rights.

8 19. There are common questions of law and fact as to the class members that predominate
9 over questions affecting only individual members. The following common questions of law or fact,
10 among others, exist as to the members of the class:

- 11 f. Whether Defendants' failure to pay wages, without abatement or reduction, in
12 accordance with the California Labor Code, was willful;
- 13 g. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-
14 paid or non-exempt employees within the State of California for all hours worked and
15 missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks
16 in violation of California law;
- 17 h. Whether Defendants required Plaintiff and the other class members to work over eight
18 (8) hours per day and/or over forty (40) hours per week and failed to pay the legally
19 required overtime compensation to Plaintiff and the other class members;
- 20 i. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest
21 periods or required Plaintiff and the other class members to work during meal and/or
22 rest periods without compensation;
- 23 j. Whether Defendants failed to pay minimum wages to Plaintiff and the other class
24 members for all hours worked;
- 25 k. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
26 within the required time upon their discharge or resignation;
- 27 l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
28 members during their employment;

- 1 m. Whether Defendants complied with wage reporting as required by the California Labor
2 Code; including, inter alia, section 226;
- 3 n. Whether Defendants failed to reimburse Plaintiff and the other class members for
4 necessary business-related expenses and costs;
- 5 o. Whether Defendants' conduct was willful or reckless;
- 6 p. Whether Defendants engaged in unfair business practices in violation of California
7 Business & Professions Code section 17200, *et seq.*;
- 8 q. The appropriate amount of damages, restitution, and/or monetary penalties resulting
9 from Defendants' violation of California law; *and*
- 10 20. Whether Plaintiff and the other class members are entitled to compensatory damages
11 pursuant to the California Labor Code.

12 **FIRST CAUSE OF ACTION**

13 **Failure to Pay Minimum Wages**

14 **Cal. Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1**

15 **(Against all Defendants)**

16 21. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
17 though set forth in full herein.

18 22. As alleged herein, Plaintiff and other class members were not exempt from the
19 requirements of Labor Code §510, or the applicable Industrial Welfare Commission ("IWC") Wage
20 Order.

21 23. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by
22 the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the
23 minimum so fixed is unlawful.

24 24. During the relevant time period, Defendants paid Plaintiff and other class members less
25 than minimum wages when they failed to pay proper compensation for all hours worked. To the extent
26 these hours do not qualify for the payment of overtime, Plaintiff and other class members were not
27 being paid at least the lawful minimum wage for their work.

28 25. Defendants' failure to pay Plaintiff and other class members the required minimum

1 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and other class
2 members are entitled to recover the unpaid balance of their minimum wage compensation as well as
3 interest, costs, and attorneys' fees.

4 26. Pursuant to Labor Code § 1194.2, Plaintiff and other class members are entitled to
5 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest
6 thereon. Defendant failed to pay all minimum wage for all work rendered including off the clock
7 work, and time spent rendering work related duties as a part of Plaintiff's employment during off duty
8 meal and rest periods.

9 27. Labor Code § 1194 establishes an employee's right to recover unpaid wages, including
10 overtime compensation and interest, and the cost of suit. California Labor Code § 1198 further
11 provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is
12 unlawful.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Pay Overtime Wages**

15 **Cal. Lab. C. §§ 510, 1194, 1198, Violation of IWC Wage Order**

16 **(Against all Defendants)**

17 28. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
18 though set forth in full herein.

19 29. Labor Code § 1198 and the applicable IWC Wage Order Provide that it is unlawful to
20 employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2)
21 times the person's regular rate of pay, depending on the number of hours or days worked by the person
22 on a daily or weekly basis.

23 30. Specifically, the applicable IWC Wage Orders provide that Defendants are and were
24 required to pay overtime compensation to Plaintiff and other class members at the rate of one and one-
25 half times (1½) their regular rate of pay when working and for all hours worked in excess of eight (8)
26 hours in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on
27 the seventh day of work in a workweek.

28 31. California Labor Code § 510 codifies the right to overtime compensation at one and

1 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
2 forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive day of
3 the week.

4 32. Both Labor Code § 510 and the applicable IWC Wage Order provides that employment
5 of more than six days in a workweek is only permissible if the employer pays proper overtime
6 compensation as set forth herein.

7 33. At all relevant times, Plaintiff and other class members were non-exempt employees
8 entitled to the protections of California Labor Code §§ 510 and 1194.

9 34. During the relevant time period, Defendants required Plaintiff and other class members
10 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or for a seventh
11 consecutive day in a workweek without paying them overtime wages for their work.

12 35. During the relevant time period, Defendants knowingly and willfully failed to pay
13 Plaintiff and other class members overtime wages for all overtime hours worked when Plaintiff and
14 other class members worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or
15 for a seventh consecutive day of work in a workweek, or when Plaintiff and other class members
16 worked in excess of twelve (12) hours in a day and/or in excess of eight (8) hours on the seventh day
17 of work in a work week.

18 36. Defendants' failure to pay Plaintiff and other class members the unpaid balance of
19 overtime and double time compensation, as required by California law, violates the provisions of Labor
20 Code §§ 510 and 1198, and is therefore unlawful.

21 37. Pursuant to Labor Code § 1194, Plaintiff and other class members are entitled to recover
22 unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

23 **THIRD CAUSE OF ACTION**

24 **Failure to Timely Pay Wages During Employment**

25 **Cal. Lab. C. §§ 204, 210**

26 **(Against All Defendants)**

27 38. Plaintiff refers to and incorporates herein by reference the previous paragraphs as
28 though fully set forth herein.

39. Pursuant to California Labor Code §§ 204, Defendants are required to pay all earned and unpaid wages to non-exempt employees twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

40. Employers who fail to timely pay the wages of each employee are subject to penalties of one hundred dollars (\$100.00) for each failure for an initial violation and two hundred dollars (\$200.00) for each subsequent violation.

41. Labor Code section 210(b) provides a private right of action to enforce penalties for violations of Labor Code § 204, *et seq.*

42. As set forth above, Defendants have willfully failed to pay accrued wages and other compensation to Plaintiff and other class members during their employment in accordance with California Labor Code § 204.

43. As a result, Plaintiff and other class members are entitled to all available statutory or civil penalties, together with interest thereon, as well as other available remedies.

FOURTH CAUSE OF ACTION

Failure to Timely Pay Wages Upon Termination

Cal. Lab. C. §§201 – 203, Violation of IWC Wage Order

(Against all Defendants)

44. Plaintiff re-alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint as if fully set forth herein.

45. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous

1 notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of
2 quitting.

3 46. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
4 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the
5 wages of the employee shall continue as a penalty from the due date at the same rate until paid or until
6 an action is commenced; but the wages shall not continue for more than thirty (30) days.

7 47. Defendants failed to immediately pay accrued wages and other compensation due to
8 Plaintiff and other class members, and failed to pay accrued wages, including overtime wages and
9 other compensation due, at the time of Plaintiff's and other class members' separation or termination.

10 48. As a result, Plaintiff and other class members are entitled to back wages, prejudgment
11 interest, reasonable attorneys' fees and costs, civil penalties pursuant to California Labor Code §§ 203,
12 1194, 1197, and related statutes, the exact amounts of such damages will be proven at trial.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Provide Meal Periods**

15 **Cal. Lab. C. §§ 226.7, 512, *et seq.***

16 **(Against all Defendants)**

17 49. Plaintiff alleges and incorporates herein by this reference each and every allegation set
18 forth in all previous paragraphs of the Complaint.

19 50. California Labor Code §§ 512 and 226.7(a) prohibit an employer from requiring an
20 employee to work more than five hours per day without providing the employee with a meal period of
21 not less than 30 minutes; and after ten hours, without providing the employee with a second meal
22 period of not less than 30 minutes.

23 51. Defendants intentionally and consistently required Plaintiff and other class members to
24 work for extended periods of time, well over five hours, without providing the meal periods required
25 by law, thus violating California Labor Code §§ 512 and 226.7.

26 52. Pursuant to Labor Code § 226.7, Plaintiff and other class members have sustained
27 economic damages, including, but not limited to, unpaid wages and lost interest, in an amount
28 according to proof at trial, and are entitled to recover one-hour of premium pay for each day in which

1 a lawful meal period was not provided. Plaintiff and other class members are further entitled to
2 attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5.

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Provide Rest Periods**

5 **Cal. Lab. C. §§ 226.7, 512, *et seq.***

6 **(Against all Defendants)**

7 53. Plaintiff alleges and incorporates herein by this reference each and every allegation set
8 forth in all previous paragraphs of the Complaint.

9 54. California Labor Code §§ 512 and 226.7(a) prohibit an employer from requiring an
10 employee to work more than four hours per day without providing the employee with a 10-minute rest
11 period.

12 55. Defendants intentionally and consistently required Plaintiff and other class members to
13 work for extended periods of time, well over four hours, without providing the rest periods required
14 by law, thus violating California Labor Code §§ 512 and 226.7.

15 56. Pursuant to Labor Code § 226.7, Plaintiff and other class members have sustained
16 economic damages, including, but not limited to, unpaid wages and lost interest, in an amount
17 according to proof at trial, and are entitled to recover one-hour of premium pay for each day in which
18 a lawful meal period was not provided. Plaintiff and other class members are further entitled to
19 attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5.

20 **SEVENTH CAUSE OF ACTION**

21 **Failure to Provide Accurate Wage Statements**

22 **Cal. Lab. C. §§ 226, *et seq.***

23 **(Against all Defendants)**

24 57. Plaintiff alleges and incorporates herein by this reference each and every allegation set
25 forth in all previous paragraphs of the Complaint.

26 58. Defendants intentionally and knowingly failed to provide Plaintiff and other class
27 members with timely and accurate wage and hour statements showing gross hours earned, total hours
28 worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each

1 pay period and the corresponding number of hours worked at each hourly rate.

2 59. Defendants systemically failed to provide such wage statements with accurate
3 information and engaged in a policy of under-reporting and failing to pay for all hours actually worked
4 and/or unlawful rounding in violation of California Labor Code §226 and related statutes.

5 60. As a result of Defendants' violation of California Labor Code § 226 and related statutes,
6 Plaintiff and other class members have suffered injuries and damages, including, but not limited to:
7 Plaintiff and other class members were not paid overtime they were entitled to; Plaintiff and other class
8 members were not provided meal and rest break premiums; Plaintiff and other class members were
9 not paid wages due; and the inaccuracy of actual hours worked makes it difficult for Plaintiff and other
10 class members to collect all wages due.

11 61. As a result of Defendants intentional failure to provide Plaintiff and other class
12 members with accurate and itemized wage statements, Plaintiff and other class members are entitled
13 to all available statutory penalties, costs, and attorneys' fees, including those provided in California
14 Labor Code §226(e), as well as all other available remedies.

15 **EIGHTH CAUSE OF ACTION**

16 **Failure to Indemnify for Business Expenses**

17 **Cal. Lab. C. §§ 2802**

18 **(Against all Defendants)**

19 62. Plaintiff alleges and incorporates herein by this reference each and every allegation set
20 forth in all previous paragraphs of the Complaint.

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

24 64. Defendants routinely required Plaintiff and other class members to utilize their personal
25 cell phones for work related communications among colleagues and supervisors.

26 65. At all relevant times, Defendants failed to reimburse Plaintiff and other class members
27 for the expense of their personal mobile devices and expenses incurred for work-related activities.

28 ///

1 66. As a result, Plaintiff and other class members are entitled to civil penalties pursuant to
2 California Labor Code §§ 203, 1194, 1197, 2802, 2804 and related statutes and attorneys' fees and
3 costs, the exact amounts of such damages will be proven at trial.

4 **NINTH CAUSE OF ACTION**

5 **Unfair Competition**

6 **Cal. Bus. & Prof. C. § 17200, *et seq.***

7 **(Against all Defendants)**

8 67. Plaintiff alleges and incorporates herein by this reference each and every allegation set
9 forth in all previous paragraphs of the Complaint.

10 68. California Business and Professions Code § 17200 provides: "As used in this chapter,
11 unfair competition shall mean and include any unlawful or fraudulent business act or practice and
12 unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing
13 with Section 17500) of Part 3 of Division 7 of the Business and Professions Code."

14 69. Wage and hour laws express fundamental public policies. Providing employees with
15 wages for all hours worked, rest breaks, and providing accurate itemized records are fundamental
16 public policies of this State. Labor Code § 90.5(a) articulates the public policies of this State to enforce
17 vigorously minimum labor standards, to ensure that employees are not required or permitted to work
18 under substandard and unlawful conditions, and to protect employers who comply with the law from
19 those who attempt to gain a competitive advantage by failing to comply with minimum labor standards.

20 70. Through the conduct alleged herein, Defendants have acted contrary to these public
21 policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and
22 unfair business practices in violation of California Business and Professions Code § 17200, *et seq.*,
23 depriving Plaintiff and other class members of rights, benefits, and privileges guaranteed to all
24 employees in California.

25 71. Defendants engaged in multiple violations of the California Labor Code by failing to
26 pay wages due to Plaintiff and other class members, failing to provide Plaintiff and other class
27 members meal and rest periods/premiums and by failing to provide accurate and itemized statements
28 to Plaintiff and other class members.

72. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of §17200 *et seq.*, of the California Business and Professions Code.

73. The acts of Defendants, as previously described above, were unfair, unlawful, and fraudulent as defined in California Business and Professions Code § 17200. Such acts constitute an unfair business practice and unfair competition, thus violating California Business and Professions Code § 17200, *et seq.* As a result, Defendants obtained valuable property, money and services from Plaintiff and other class members, including earned wages for all hours worked and have deprived him of valuable rights and benefits guaranteed by law, all to the detriment of Plaintiff and other class members and to the benefit of Defendants so as to allow Defendants to unfairly compete against competitors who comply with the law.

74. As a result of the foregoing conduct, Plaintiff and other class members are entitled to recover restitution damages in the form of payment of unlawfully withheld wages. Plaintiff and other class members are also entitled to recover reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5.

PRA YER

WHEREFORE, Plaintiff, individually, and on behalf of others similarly situated, prays for an award and judgment against Defendants, jointly and severally, as follows:

1. For such general, special, and liquidated damages in amounts to be proven at the time of trial;
2. For restitution of all monies due to Plaintiff and other class members, as well as disgorged profits from Defendants' unfair and unlawful business practices;
3. For payment of unpaid overtime compensation pursuant to Labor Code §§ 201, 510, 1194, the applicable industrial Welfare Commission Order, and the applicable 8 Code of Regulation sections;
4. For damages pursuant to Labor Code § 226;
5. For waiting time penalties pursuant to Labor Code §§ 201-203;
6. For declaratory relief;
7. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the California Labor Code and IWC Wage Orders and from engaging

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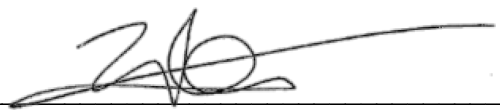
in the unlawful business practices complained of herein;

- 8. For an award of interest, including prejudgment interest, at the legal rate;
- 9. For an award of reasonable attorneys' fees and costs on the applicable causes of action pursuant to California Labor Code §§ 226, 1194 and 2802, California Civil Code 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
- 10. For costs of suit incurred; *and*
- 11. For such other and further relief as the Court may deem just and appropriate.

DATED: December 23, 2024

STARPOINT, LC

By: _____


AIDIN D. GHAVIMI, ESQ.
ZACHARY D. GREENBERG, ESQ.
Attorneys for Plaintiff
NICHOLAS AMANN and others similarly situated