

1 **WORRELL LAW FIRM, APC**

2 Kyle C. Worrell (SBN 281287)
3 kcw@worrell-law.com
4 1717 Old Tustin Avenue, Unit E
5 Santa Ana, CA 92705
6 Telephone: (657) 232-1450
7 Facsimile: (657) 232-1430

8 Attorneys for Plaintiff
9 JAY D. GORY

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 JAY D. GORY, individually and on behalf of
14 others similarly situated,

15 Plaintiff,

16 v.

17 SYMBOTIC LLC, a limited liability company;
18 and DOES 1 through 100, inclusive,

19 Defendants.

Case No. **24STCV32332**

CLASS ACTION COMPLAINT

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Labor Code §§ 226 and 246(i) (Failure to Provide Written Notice of Paid Sick Leave and Supplemental Paid Sick Leave)
- (8) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (9) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (10) Violation of Cal. Labor Code §§ 227, 227.3 (Vacation Pay)
- (11) Violation of Cal. Business & Professions Code §§ 17200, *et seq.*

1 Plaintiff Jay D. Gory (“Plaintiff”), individually, and on behalf of other members of the general
2 public similarly situated, based upon facts that either have evidentiary support or are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as
4 follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendant (defined below) and Does 1 through 100
7 for California Labor Code violations, unfair business practices, and civil penalties stemming from
8 Defendant’s failure to pay overtime compensation, failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure
10 to provide written notice of paid sick leave and supplemental paid sick leave, failure to provide
11 accurate wage statements, failure to maintain accurate time and payroll records, and failure to
12 reimburse necessary business-related expenses.

13 2. Plaintiff’s First through Eleventh Causes of Action are brought as a class action behalf
14 of himself and similarly situated current and former employees of Defendant (hereinafter collectively
15 referred to as the “Class” or “Class Members,” as defined more fully below) pursuant to California
16 Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff
17 exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof
18 at trial.

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

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

27 5. Venue is proper in this Court because, upon information and belief, Defendant
28 maintains offices, has agents, and/or transacts business in the State of California, Los Angeles

County, and County of Orange, among others.

PARTIES

6. Plaintiff Jay D. Gory (“Plaintiff”) is an individual residing in the County of Orange, State of California.

7. Plaintiff is informed, believes, and based thereon alleges that Defendant SYMBOTIC LLC (“SYMBOTIC” or “Defendant”) is a limited liability company with multiple locations throughout California, including in Yolo County, Los Angeles County, Orange County, and in various other California locations. Plaintiff is informed, believes, and based thereon alleges that Defendant SYMBOTIC is registered to transact business in the State of California.

8. The true names and capacities of the defendants named herein as Does 1 through 100, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff is informed and believes that all of the Doe defendants are California residents. Plaintiff will amend this Complaint to show such true names and capacities when they have been determined.

9. Plaintiff is informed and believes that at all times relevant herein, each Defendant designated, including Defendant and Does 1 through 100, was the agent, managing agent, principal, owner, partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of each of the other defendants, and was at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each Defendant designated herein. Defendant, if not separately noted, is liable under either a joint employer or a single enterprise theory, or in the alternative that each is an alter ego of one another.

10. Defendant is, and at all times herein mentioned, conducting business in the County of Los Angeles and County of Orange, State of California. Defendant also was the employer of Plaintiff from on or about June 2024 to approximately October 2024, consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (the “Wage Orders”).

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11. Plaintiff further alleges that Defendant directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the Class so as to make each of said Defendant employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings the First through Eleventh Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

14. The class and subclass members are defined as follows:

a. **Hourly Employee Class**: The proposed class is defined as follows: “All current and former non-exempt employees of Defendant within the State of California at any time during the **Relevant Time Period** (hereinafter referred to as the “Class” or “Class Members.”).”

i. **Rounding Time Sub-Class**: All non-exempt hourly employees of Defendant who worked for Defendant in California and had their time improperly rounded up or down and therefore did not receive full compensation at their regular rate of pay during the **Relevant Time Period**.

ii. **Rounding Time Meal or Rest Period Sub-Class:** All non-exempt hourly employees of Defendant in California who worked for Defendant in California and had their time improperly rounded up or down and therefore did not receive a proper meal and/or rest period, or compensation in lieu thereof, during the **Relevant Time Period**.

iii. **Off-the-Clock Sub-Class**: All non-exempt hourly employees of Defendant in California who were required to work off-the-clock during the **Relevant Time Period** as a result of Defendant's common policies and practices including, but not limited to, understaffing, improper on-duty meal periods,

unpaid time for going through checkpoints, among other things, that results in an inability to fully relieve employees from duty.

- iv. **Meal Period Sub-Class**: All non-exempt hourly employees of Defendant who worked a shift in excess of five hours during the **Relevant Time Period**.
- v. **Rest Period Sub-Class**: All non-exempt hourly employees of Defendant who worked a shift of at least three and one-half (3.5) hours during the **Relevant Time Period**.
- vi. **PTO/Vacation/Sick Time Sub-Class**: All non-exempt hourly employees of Defendant who worked for Defendant in California and whose PTO, Vacation, and/or Sick Time was not accurately tracked and/or recorded and/or paid at the appropriate rate of pay either during their employment, or at the end of their employment.
- vii. **Reimbursement Sub-Class**: All non-exempt hourly employees of Defendant members who incurred necessary expenditures or losses in direct consequence for the discharge of their duties.
- b. **Wage Statement Penalties Class**: All **Hourly Employee Class** members employed by Defendant in California during the period beginning one year before the filing of this action and ending when final judgment is entered.
- c. **Waiting Time Penalties Class**: All **Hourly Employee Class** members who separated from their employment with Defendant during the period beginning three years before the filing of this action and ending when final judgment is entered.
- d. **UCL Class**: All **Hourly Employee Class** members employed by Defendant in California during the **Relevant Time Period**.

15. **Reservation of Rights**: Plaintiff reserves the right to establish other subclasses as appropriate, including pursuant to Rule of Court 3.765(b).

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

- 1 a. **Numerosity**: The Class Members are so numerous that joinder of all Class
2 Members is impracticable. The membership of the entire Class is unknown to
3 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
4 individuals, but fewer than one hundred (100) individuals, and the identity of such
5 membership is readily ascertainable by inspection of Defendant's employment
6 records.
- 7 b. **Typicality**: Plaintiff's claims are typical of all other Class Members demonstrated
8 herein. Plaintiff will fairly and adequately protect the interests of the other Class
9 Members with whom she has a well-defined community of interest.
- 10 c. **Adequacy**: Plaintiff will fairly and adequately protect the interests of each Class
11 Member, with whom she has a well-defined community of interest and typicality
12 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
13 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
14 versed in the rules governing class action discovery, certification, and settlement.
15 Plaintiff has incurred and during the pendency of this action will continue to incur,
16 costs and attorneys' fees, that have been, are, and will be necessarily expended for
17 the prosecution of this action for the substantial benefit of each Class Member.
- 18 d. **Superiority**: A class action is superior to other available methods for the fair and
19 efficient adjudication of this litigation because individual joinder of all Class
20 Members is impractical.
- 21 e. **Public Policy Considerations**: Certification of this lawsuit as a class action will
22 advance public policy objectives. California employers violate employment and
23 labor laws every day. Current employees are often afraid to assert their rights out
24 of fear of direct or indirect retaliation. However, class actions provide the Class
25 Members who are not named in the complaint anonymity that allows for the
26 vindication of their rights.

27 17. There are common questions of law and fact as to the Class that predominate over
28 questions affecting only individual members. The following common questions of law or fact, among

1 others, exist as to the members of the Class:

- 2 a. Whether Defendant's failure to pay wages, without abatement, or reduction, in
3 accordance with the California Labor Code was willful;
- 4 b. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
5 and the other Class Members for all hours worked, including whether its policies
6 and practices resulted in off-the-clock work, in violation of California law;
- 7 c. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
8 and the other Class Members for all hours worked, and missed, short, late or
9 interrupted meal periods and rest breaks in violation of California law;
- 10 d. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
11 and the other Class Members one (1) hour of pay at each employee's regular rate
12 of compensation for each workday that a legally compliant rest period was not
13 provided;
- 14 e. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
15 and the other Class Members one (1) hour of pay at each employee's regular rate
16 of compensation for each workday that a legally compliant meal period was not
17 provided;
- 18 f. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
19 and the other Class Members an overtime premium at the employee's regular rate
20 of compensation when the employee had earned a non-discretionary bonus or
21 other incentive payment during the same pay period overtime was worked;
- 22 g. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
23 and the other Class Members a meal period premium at the employee's regular
24 rate of compensation when the employee had earned a non-discretionary bonus or
25 other incentive payment during the same pay period the bonus was earned;
- 26 h. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
27 and the other Class Members a rest period premium at the employee's regular rate
28 of compensation when the employee had earned a non-discretionary bonus or

- 1 other incentive payment during the same pay period the bonus was earned;
- 2 i. Whether Defendant required Plaintiff and the other Class Members to work more
- 3 than eight (8) hours per day and/or more than forty (40) hours per week and failed
- 4 to pay the legally required overtime compensation to Plaintiff and the other Class
- 5 Members;
- 6 j. Whether Defendant deprived Plaintiff and the other Class Members of meal
- 7 and/or rest periods or required Plaintiff and the other Class Members to work
- 8 during meal and/or rest periods without compensation;
- 9 k. Whether Defendant failed to pay meal period premium wages to Class Members
- 10 when they were not provided with a legally compliant meal period;
- 11 l. Whether Defendant failed to pay rest period premium wages to Class Members
- 12 when they were not authorized and permitted to take legally compliant rest
- 13 periods;
- 14 m. Whether Defendant failed to pay minimum wages to Plaintiff and the other Class
- 15 Members for all hours worked;
- 16 n. Whether Defendant failed to pay Plaintiff and the other Class Members the
- 17 required minimum wage pursuant to California law;
- 18 o. Whether Defendant failed to pay Plaintiff and the other Class Members proper
- 19 overtime compensation pursuant to California law;
- 20 p. Whether Defendant failed to pay all wages due to Plaintiff and the other Class
- 21 Members within the time required upon their discharge or resignation from
- 22 employment;
- 23 q. Whether Defendant failed to reimburse Plaintiff and the other Class Members for
- 24 all necessary business-related expenses and costs in violation of California Labor
- 25 Code section 2802;
- 26 r. Whether Defendant failed to pay reporting time wages in violation of the
- 27 applicable Industrial Welfare Commission ("IWC") Wage Order;

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- 1 s. Whether Defendant failed to timely pay all wages due to Plaintiff and the other
2 Class Members during their employment;
- 3 t. Whether Defendant complied with wage reporting as required by the California
4 Labor Code, including section 226;
- 5 u. Whether Defendant's conduct was malicious, fraudulent or oppressive;
- 6 v. Whether Defendant's conduct was willful or reckless;
- 7 w. Whether Defendant engaged in unfair business practices in violation of California
8 Business & Professions Code section 17200, *et seq.* based on its improper
9 withholding of compensation and deduction of wages;
- 10 x. The appropriate amount of damages, restitution, and/or monetary penalties
11 resulting from Defendant's violation of California law; and
- 12 y. Whether Plaintiff and the other Class Members are entitled to compensatory
13 damages pursuant to the California Labor Code.

14 **GENERAL ALLEGATIONS**

15 18. Defendant is engaged in the business of automation technology applications to supply
16 chain operations with A.I.-powered robotic and software platforms to utilize warehouse storage and
17 product delivery for retail, wholesale, and food and beverage companies, among others.

18 19. At all relevant times set forth herein, Defendant employed Plaintiff and the Class as
19 hourly-paid or non-exempt employees.

20 20. Throughout the time period involved in this case, Defendant had the authority to hire
21 and terminate Plaintiff and the Class; to directly or indirectly control work rules, working conditions,
22 wages, working hours, and conditions of employment of Plaintiff and the Class; and to hire and
23 terminate the employment of Plaintiff and the Class.

24 21. At all times herein mentioned, Defendant was subject to the Labor Code of the State
25 of California and the applicable IWC Orders.

26 22. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in an
27 ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees.
28 As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff and

1 the Class to work without compensation and/or without timely compensation, thereby failing to pay
2 them for all hours worked, including minimum and overtime wages. In addition, Defendant routinely
3 failed to permit Plaintiff and the Class to take timely and duty-free meal periods and rest periods in
4 violation of California law. Defendant also failed to reimburse Plaintiff and the Class for all
5 necessary business-related expenses.

6 23. Throughout the time period involved in this case, Defendant implemented policies
7 and/or practices which failed to provide Plaintiff and the Class with timely and duty-free meal
8 periods. Defendant routinely failed to relieve Plaintiff and the Class of all duties during their meal
9 periods, regularly failed to relinquish control over Plaintiff and the Class during their meal periods,
10 regularly failed to provide Plaintiff and the Class with a reasonable opportunity to take their meal
11 periods, and regularly impeded or discouraged Plaintiff and the Class from taking thirty (30) minute
12 uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second
13 thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting
14 more than ten (10) hours. Defendant also failed to maintain accurate records of meal periods taken
15 by Plaintiff and the Class.

16 24. Throughout the time period involved in this case, Defendant did not adequately inform
17 Plaintiff and the Class of their right to take meal periods under California law. Moreover, Defendant
18 systematically disregarded its own written policies regarding the provision and timing of meal periods
19 for Plaintiff and the Class. Instead, Defendant's actual policy and practice was to schedule Plaintiff
20 and the Class in a way that prohibited them from taking timely and duty-free meal periods, and to
21 require Plaintiff and the Class to work through their meal periods, for which they were not
22 compensated.

23 25. Throughout the time period involved in this case, Defendant failed to pay Plaintiff and
24 the Class premium wages for meal periods that were missed, late, interrupted, or shortened in
25 violation of California law. Defendant knew or should have known that Plaintiff and the Class were
26 entitled to receive all meal periods or payment of one additional hour of pay at their regular rate of
27 pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this knowledge,
28 Defendant routinely failed to provide legally compliant meal periods to Plaintiff and the Class, and

1 routinely failed to pay one additional hour of pay to Plaintiff and the Class at their regular rate of pay
2 when a meal period was missed, short, late, and/or interrupted.

3 26. Throughout the time period involved in this case, Defendant has implemented policies
4 and practices which prohibited Plaintiff and the Class from taking timely and duty-free rest periods.
5 Defendant regularly failed to provide, authorize, and permit Plaintiff and the Class to take full,
6 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours
7 and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours,
8 and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle
9 of each work period.

10 27. Throughout the time period involved in this case, Defendant did not adequately inform
11 Plaintiff and the Class of their right to take rest periods under California law. Moreover, Defendant
12 systematically disregarded its own written policies regarding the provision and timing of rest periods
13 for Plaintiff and the Class. Instead, Defendant's actual policy and practice was to schedule Plaintiff
14 and the Class in a way that regularly prohibited them from taking timely and duty-free rest periods,
15 and to regularly require Plaintiff and the Class to work through their rest periods.

16 28. Throughout the time period involved in this case, Defendant failed to pay Plaintiff and
17 the Class premium wages for rest periods that were missed, late, interrupted, or shortened in violation
18 of California law. Defendant knew or should have known that Plaintiff and the Class were entitled
19 to receive all rest periods or payment of one additional hour of pay at their regular rate of pay when
20 a rest period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendant
21 routinely failed to authorize and permit Plaintiff and the Class to take duty-free rest periods, and
22 failed to pay one additional hour of pay to Plaintiff and the Class at their regular rate of pay when a
23 rest period was missed, short, late and/or interrupted.

24 29. Throughout the time period involved in this case, Defendant paid Plaintiff and the
25 Class with paychecks that would bounce, or delay the issuance of payments, so that payment would
26 not be received by Plaintiff and the Class until after the time period designated and required by the
27 California Labor Code.

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1 30. Throughout the time period involved in this case, Defendant implemented policies that
2 prohibited Plaintiff and the Class from accurately recording the actual time worked, resulting in a
3 failure to pay Plaintiff and the Class all wages owed.

4 31. Throughout the time period involved in this case, Plaintiff and the Class worked more
5 than eight (8) hours in a day, and/or forty (40) hours in a week.

6 32. Throughout the time period involved in this case, Defendant regularly failed to pay all
7 overtime compensation owed to Plaintiff and the Class when they worked in excess of eight (8) hours
8 in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours
9 in a single work day and/or eighty (80) hours in a single work week. Defendant knew or should have
10 known that Plaintiff and the Class were entitled to receive certain wages for overtime compensation
11 and that they were not receiving wages for overtime compensation.

12 33. Throughout the time period involved in this case, Defendant failed to pay overtime to
13 Plaintiff and the Class for all overtime hours worked based on regular rates of pay correctly calculated
14 to include all applicable remuneration.

15 34. Throughout the time period involved in this case, Defendant regularly failed to pay
16 Plaintiff and the Class at least the minimum wage for all hours worked. Defendant knew or should
17 have known that Plaintiff and the Class were entitled to receive at least the minimum wages for all
18 hours worked and that they were not receiving at least minimum wages for all hours worked.
19 Defendant's failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff and the Class
20 at the required minimum wage pursuant to California law.

21 35. Throughout the time period involved in this case, Defendant regularly failed to pay
22 Plaintiff and the Class all wages owed to them upon discharge or resignation. Defendant knew or
23 should have known that Plaintiff and the Class were entitled to receive all wages owed to them upon
24 termination within the time permissible under California Labor Code section 202. Plaintiff and the
25 Class did not receive payment of all final wages owed to them upon discharge or resignation,
26 including overtime compensation and minimum wages within any time permissible under California
27 Labor Code section 202.

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1 36. Throughout the time period involved in this case, Defendant regularly failed to pay
2 Plaintiff and the Class all wages within any time permissible under California law, including, *inter*
3 *alia*, California Labor Code section 204. Defendant knew or should have known that Plaintiff and
4 the Class were entitled to receive all wages owed to them during their employment. Plaintiff and the
5 Class did not receive payment of all wages, including overtime compensation, minimum wages, and
6 meal and rest period premiums.

7 37. Throughout the time period involved in this case, Defendant regularly failed to provide
8 complete or accurate wage statements to Plaintiff and the Class. Defendant knew or should have
9 known that Plaintiff and the Class were entitled to receive complete and accurate wage statements in
10 accordance with California law, but, in fact, they did not receive complete and accurate wage
11 statements from Defendant. The deficiencies included, *inter alia*, the failure to include the total
12 number of hours worked, the actual gross wages earned, the correct rates of pay, and the address of
13 the legal entity of the employer.

14 38. California Labor Code section 246(I) states that an “employer shall provide an
15 employee with written notice that sets forth the amount of paid sick leave available, or paid time off
16 leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage
17 statement as described in Section 226 or in a separate writing provided on the designated pay date
18 with the employee’s payment of wages.” Defendant knowingly and intentionally failed to provide
19 timely, accurate, itemized wage statements to Plaintiff and the Class in accordance with Labor Code
20 sections 226(a) and 246(i), and to keep accurate records as required by § 1174(d). The wage
21 statements provided to Plaintiff and the Class, and the records maintained by Defendant have not
22 accurately reflected the amounts of available paid sick leave, vacation, or paid time off. Such failures
23 caused injury to Plaintiff and the Class, by, among other things, depriving them of the rights afforded
24 them by the 2021 and/or 2022 COVID-19 Supplemental Paid Sick Leave laws, and by impeding them
25 from knowing the accurate amounts of available paid sick leave, vacation, or paid time off.

26 39. Throughout the time period involved in this case, Defendant regularly failed to keep
27 complete or accurate payroll records for Plaintiff and the Class. Defendant knew or should have
28 known that Defendant was required to keep complete and accurate payroll records for Plaintiff and

1 the Class in accordance with California law, but, in fact, did not keep complete and accurate payroll
2 records.

3 40. Throughout the time period involved in this case, Defendant regularly failed to
4 maintain accurate records relating to Plaintiff's and the Class's work periods, meal periods, total daily
5 hours, hours per pay period, and applicable pay rates.

6 41. Throughout the time period involved in this case, Defendant failed to reimburse
7 Plaintiff and the Class for all necessary business-related expenses, including but not limited to cell
8 phone usage. Defendant knew or should have known that Defendant was required to reimburse
9 Plaintiff and the Class for all necessary business-related expenses and costs, but, in fact, failed to do
10 so in violation of California law.

11 42. Throughout the time period involved in this case, Defendant knew or should have
12 known that they had a duty to compensate Plaintiff and the Class pursuant to California law.
13 Defendant had the financial ability to pay such compensation, but willfully, knowingly, and
14 intentionally failed to do so, and falsely represented to Plaintiff and the Class that they paid all wages
15 owed to them, all in order to increase Defendant's profits.

16 43. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
17 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or
18 her] under this article."

19 **FIRST CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 510 and 1198)**

21 **(Against All Defendants)**

22 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 45. California Labor Code section 1198 and the applicable IWC Wage Order provide that
25 it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half
26 or two-times that person's regular rate of pay, depending on the number of hours worked by the
27 person on a daily or weekly basis.

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1 46. Specifically, the applicable IWC Wage Order provides that Defendant is and was
2 required to pay Plaintiff and the other Class Members employed by Defendant, and working more
3 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
4 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
5 workweek.

6 47. The applicable IWC Wage Order further provides that Defendant is and was required
7 to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of pay
8 for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of
9 eight (8) hours on the seventh day of work in a workweek.

10 48. California Labor Code section 510 codifies the right to overtime compensation at one-
11 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
12 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no
13 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
14 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

15 49. During the relevant time period, Plaintiff and the other Class Members regularly
16 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

17 50. During the relevant time period, Defendant intentionally and willfully failed to
18 properly pay overtime wages owed to Plaintiff and the other Class Members.

19 51. Defendant's failure to properly pay Plaintiff and the other Class Members the unpaid
20 balance of overtime compensation, as required by California laws, violates the provisions of
21 California Labor Code sections 510 and 1198, and is therefore unlawful.

22 52. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members
23 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

24 **SECOND CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 226.7 and 512(a))**

26 **(Against All Defendants)**

27 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
28 every allegation set forth above.

1 54. At all relevant times, the relevant IWC Order and California Labor Code sections
2 226.7 and 512(a) were applicable to Plaintiff's and the other Class Members' employment by
3 Defendant.

4 55. At all relevant times, California Labor Code section 226.7 provides that no employer
5 shall require an employee to work during any meal or rest period mandated by an applicable order of
6 the California IWC.

7 56. At all relevant times, the applicable IWC Wage Order and California Labor Code
8 section 512(a) provides that an employer may not require, cause or permit an employee to work for
9 a work period of more than five (5) hours per day without providing the employee with a meal period
10 of not less than thirty (30) minutes, except that if the total work period per day of the employee is no
11 more than six (6) hours, the meal period may be waived by mutual consent of both the employer and
12 employee.

13 57. At all relevant times, California Labor Code section 512(a) further provides that an
14 employer may not require, cause or permit an employee to work for a work period of more than ten
15 (10) hours per day without providing the employee with a second uninterrupted meal period of not
16 less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours,
17 the second meal period may be waived by mutual consent of the employer and the employee only if
18 the first meal period was not waived.

19 58. During the relevant time period, Plaintiff and the other Class Members who were
20 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally
21 mandated meal periods by mutual consent, were required to work for periods longer than five (5)
22 hours without an uninterrupted meal period of not less than thirty (30) minutes.

23 59. During the relevant time period, Plaintiff and the other Class Members who were
24 scheduled to work for a period of time in excess of ten (10) hours were required to work for periods
25 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
26 minutes.

27 60. During the relevant time period, Defendant intentionally and willfully required
28 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were

late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

61. During the relevant time period, Defendant failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

62. Defendant's conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

63. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

65. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendant.

66. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

67. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours."

68. During the relevant time period, Defendant required Plaintiff and other Class Members to work four (4) or more hours (or majority fraction thereof) without authorizing or

1 permitting a ten (10) minute rest period per each four (4) hour period worked (or majority fraction
2 thereof).

3 69. During the relevant time period, Defendant willfully required Plaintiff and the other
4 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to
5 take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to
6 take uninterrupted, duty-free rest breaks.

7 70. During the relevant time period, Defendant failed to pay Plaintiff and the other Class
8 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
9 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
10 Members from taking uninterrupted rest periods.

11 71. Defendant's conduct violates applicable IWC Wage Orders and California Labor
12 Code section 226.7.

13 72. Pursuant to the applicable IWC Wage Orders and California Labor Code section
14 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one additional
15 hour of pay at the employees' regular hourly rate of compensation for each workday that the rest
16 period was not provided.

17 **FOURTH CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

19 **(Against All Defendants)**

20 73. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 74. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
23 that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum
24 so fixed is unlawful.

25 75. During the relevant time period, Defendant regularly failed to properly pay minimum
26 wages to Plaintiff and the other Class Members as required pursuant to California Labor Code
27 sections 1194, 1197, and 1197.1.

28 ///

76. Defendant's failure to pay Plaintiff and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

77. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, and 203)

(Against All Defendants)

78. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

79. At all relevant times herein set forth, California Labor Code sections 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 if an employee quits his or her employment, his or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

80. During the relevant time period, the employment of Plaintiff and many other Class Members with Defendant ended, i.e. was terminated by quitting or discharge. Defendant intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendant all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their leaving Defendant's employ.

81. Defendant's failure to pay Plaintiff and other Class Members who are no longer employed by Defendant their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendant's employ, is in violation of California Labor Code sections 201 and 202.

/ / /

82. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

83. Plaintiff and other Class Members who are no longer employed by Defendant are entitled to recover from Defendant the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code §§ 204 and 210)

(Against All Defendants)

84. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above

85. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

86. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

87. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

88. During the relevant time period, Defendant intentionally and willfully failed to pay Plaintiff and other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

89. Plaintiff and other Class Members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant

1 to Labor Code section 210(b).

2 **SEVENTH CAUSE OF ACTION**

3 **(Violation of Labor Code §§ 226 and 246(i) (Failure to Provide Written Notice of Paid Sick**
4 **Leave and Supplemental Paid Sick Leave)**
5 **(Against All Defendants)**

6 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
7 every allegation set forth above.

8 91. At all material times set forth herein, California Labor Code section 246(i) states that
9 an “employer shall provide an employee with written notice that sets forth the amount of paid sick
10 leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the
11 employee’s itemized wage statement as described in Section 226 or in a separate writing provided on
12 the designated pay date with the employee’s payment of wages.”

13 92. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
14 wage statements to Plaintiff and the Class in accordance with Labor Code sections 226(a) and 246(i),
15 and to keep accurate records as required by § 1174(d). The wage statements provided to Plaintiff and
16 the Class, and the records maintained by the Defendant have not accurately reflected the amounts of
17 available paid sick leave, vacation, or paid time off. Such failures caused injury to Plaintiff and the
18 Class, by, among other things, depriving them of the rights afforded them by the 2021 COVID-19
19 Supplemental Paid Sick Leave law, and by impeding them from knowing the accurate amounts of
20 available paid sick leave, vacation, or paid time off.

21 93. Defendant has intentionally and willfully failed to provide Plaintiff and the Class with
22 complete and accurate wage statements. The deficiencies include, but are not limited to failure to
23 provide paystubs, and/or the failure list the total number of hours worked, the actual gross wages
24 earned, the correct rates of pay, and the address of the legal entity of the employer.

25 94. Because of Defendant’s violation of California Labor Code section 226(a), Plaintiff
26 and the Class have suffered injury and damage to their statutorily protected rights.

27 95. More specifically, Plaintiff and the Class have been injured by Defendant’s intentional
28 and willful violation of California Labor Code section 226(a) because they were denied both their

1 legal right to receive, and their protected interest in receiving, accurate and itemized wage statements
2 pursuant to California Labor Code section 226(a).

3 96. Plaintiff and the Class are entitled to recover from Defendant the greater of their actual
4 damages caused by Defendant's failure to comply with California Labor Code section 226(a), or an
5 aggregate penalty not exceeding four thousand dollars per employee.

6 97. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
7 this section, pursuant to California Labor Code section 226(g).

8 **EIGHTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226(a))**

10 **(Against All Defendants)**

11 98. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
12 every allegation set forth above.

13 99. At all material times set forth herein, California Labor Code section 226(a) provides
14 that every employer shall furnish each of his or her employees an accurate itemized statement in
15 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
16 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
17 (4) all deductions, provided that all deductions made on written orders of the employee may be
18 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
19 which the employee is paid, (7) the name of the employee and his or her social security number,
20 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in
21 effect during the pay period and the corresponding number of hours worked at each hourly rate by
22 the employee. The deductions made from payments of wages shall be recorded in ink or other
23 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a
24 record of the deductions shall be kept on file by the employer for at least three years at the place of
25 employment or at a central location within the State of California.

26 100. Defendant has intentionally and willfully failed to provide Plaintiff and the Class with
27 complete and accurate wage statements. The deficiencies include, but are not limited to failure to
28 provide paystubs, and/or the failure list the total number of hours worked, the actual gross wages

1 earned, the correct rates of pay, and the address of the legal entity of the employer.

2 101. Because of Defendant's violation of California Labor Code section 226(a), Plaintiff
3 and the Class have suffered injury and damage to their statutorily protected rights.

4 102. More specifically, Plaintiff and the Class have been injured by Defendant's intentional
5 and willful violation of California Labor Code section 226(a) because they were denied both their
6 legal right to receive, and their protected interest in receiving, accurate and itemized wage statements
7 pursuant to California Labor Code section 226(a).

8 103. Plaintiff and the Class are entitled to recover from Defendant the greater of their actual
9 damages caused by Defendant's failure to comply with California Labor Code section 226(a), or an
10 aggregate penalty not exceeding four thousand dollars per employee.

11 104. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
12 this section, pursuant to California Labor Code section 226(g).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against All Defendants)**

16 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
17 every allegation set forth above.

18 106. Pursuant to California Labor Code sections 2800 and 2802, an employer must
19 reimburse its employee for all necessary expenditures incurred by the employee as a direct
20 consequence of the discharge of his or her job duties or in direct consequence of his or her job duties
21 or in direct consequence of his or her obedience to the directions of the employer.

22 107. Plaintiff and the Class incurred necessary business-related expenses and costs that
23 were not fully reimbursed by Defendant. Defendant's failure to reimburse for all necessary business-
24 related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred
25 as a result of, including but not limited to, simple negligence.

26 108. Defendant has intentionally and willfully failed to reimburse Plaintiff and the Class
27 for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover
28 from Defendant their business-related expenses and costs incurred during the course and scope of

1 their employment, plus interest accrued from the date on which the employee incurred the necessary
2 expenditures at the same rate as judgments in civil actions in the State of California.

3 **FIRST CAUSE OF ACTION**

4 **(Violation of Cal. Labor Code §§ 227 and 227.3 (Vacation Pay))**

5 **(By Plaintiff Against All Defendants)**

6 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
7 every allegation set forth above.

8 110. Labor code section 227 requires that, “Whenever an employer has agreed with any
9 employee to make payments to a health or welfare fund, pension fund or vacation plan, or other
10 similar plan for the benefit of the employees, or a negotiated industrial promotion fund, or has entered
11 into a collective bargaining agreement providing for these payments, it shall be unlawful for that
12 employer willfully or with intent to defraud to fail to make the payments required by the terms of that
13 agreement. A violation of any provision of this section where the amount the employer failed to pay
14 into the fund or funds exceeds five hundred dollars (\$500) shall be punishable by imprisonment
15 pursuant to subdivision (h) of Section 1170 of the Penal Code, or in a county jail for a period of not
16 more than one year, by a fine of not more than one thousand dollars (\$1,000), or by both that
17 imprisonment and fine. All other violations shall be punishable as a misdemeanor.”

18 111. Labor Code sections 201 & 227.3 require an employer who discharges an employee
19 to pay all compensation due and owing to that employee immediately upon discharge. Labor Code
20 section 202 requires an employer to pay all compensation due and owing to an employee who quits
21 within 72 hours of that employee quitting, unless the employee provides at least 72 hours’ notice of
22 quitting, in which case all compensation is due at the end of the employee’s final day of work. Labor
23 Code section 203 provides that if an employer willfully fails to pay compensation promptly upon
24 discharge, as required by section 201 or section 202, then the employer is liable for waiting time
25 penalties in the form of continued compensation of up to 30 workdays.

26 112. Unless otherwise provided by a collective-bargaining agreement, whenever a contract
27 of employment or employer policy provides for paid vacations, and an employee is terminated
28 without having taken off Plaintiff’s vested vacation time, all vested vacation shall be paid to Plaintiff

1 as wages at Plaintiff's final rate in accordance with such contract of employment or employer policy
2 respecting eligibility or time served; provided, however, that an employment contract or employer
3 policy shall not provide for forfeiture of vested vacation time upon termination.

4 113. Defendant willfully failed to timely pay compensation and wages, including vested
5 and unused vacation time to Plaintiff when Plaintiff's employment was terminated. As a result,
6 Defendant is liable to Plaintiff for the unpaid and/or underpaid vacation wages, in addition to, waiting
7 time penalties, together with reasonable attorneys' fees and costs, under Labor Code section 203.

8 114. Under California law, earned vacation time is considered wages, and vacation time is
9 earned, or vests, as labor is performed. For example, if an employee is entitled to two weeks (10
10 workdays) of vacation per year, after six months of work he or she will have earned five days of
11 vacation. Vacation pay accrues (adds up) as it is earned, and cannot be forfeited, even upon
12 termination of employment, regardless of the reason for the termination. (*Suastez v. Plastic Dress*
13 *Up* (1982) 31 Cal.3d 774). An employer can place a reasonable cap on vacation benefits that prevents
14 an employee from earning vacation over a certain amount of hours. (*Boothby v. Atlas Mechanical*
15 (1992) 6 Cal.App.4th 1595) And, unless otherwise stipulated by a collective bargaining agreement,
16 upon termination of employment all earned and unused vacation must be paid to the employee at his
17 or her final rate of pay. Labor Code section 227.3.

18 115. In California, because paid vacation is a form of wages, it is earned as labor is
19 performed. An employer's vacation plan may provide for the earning of vacation benefits on a day-
20 by-day, by the week, by the pay period, or some other period basis. For example, an employer's
21 policy may provide that an employee will earn a proportionate share of his or her annual vacation
22 entitlement for each week of a calendar year in which the employee either works at least one full day
23 or receives at least one full day's pay during such week. Thus, for example, if an employee is entitled
24 to two weeks (10 workdays) annual vacation, and works full-time, eight hours per day, 40 hours per
25 week, in the above example for each week the employee works at least one full day, he or she will
26 earn 1.538 hours of paid vacation. In contrast to how vacation pay may be earned, the calculation of
27 vacation pay for terminating employees (a quit, discharge, death, end of contract, etc.) who have
28 earned and accrued and unused vacation on the books at the time of termination must be prorated on

1 a daily basis and must be paid at the final rate of pay in effect as of the date of the separation.

2 116. Under California law, unless otherwise stipulated by a collective bargaining
3 agreement, whenever the employment relationship ends, for any reason whatsoever, and the
4 employee has not used all of his or her earned and accrued vacation, the employer must pay the
5 employee at his or her final rate of pay for all of his or her earned and accrued and unused vacation
6 days. Labor Code section 227.3. Because paid vacation benefits are considered wages, such pay must
7 be included in the employee's final paycheck.

8 117. Throughout the relevant time period, Defendant failed to properly track, record,
9 calculate and/or pay Plaintiff's and/or other Class Members' vacation, PTO, and/or Sick Time
10 accruals. This violated Defendant's own policy and California law. As a result, Plaintiff and the
11 other similarly situated Class Members are entitled to receive the full amount of unpaid accrued
12 vacation and any/all related civil penalties.

13 118. Defendant willfully failed to timely pay compensation and wages, including vested
14 and unused vacation time to Plaintiff when Plaintiff's employment was terminated. As a result,
15 Defendant is liable to Plaintiff for the unpaid and/or underpaid vacation wages, in addition to, waiting
16 time penalties, together with reasonable attorneys' fees and costs, under Labor Code section 203

17 **ELEVENTH CAUSE OF ACTION**

18 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

19 **(Against All Defendants)**

20 119. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 120. Defendant's conduct, as alleged herein, has been, and continues to be, unfair, unlawful
23 and harmful to Plaintiff and the Class, to the general public, and Defendant's competitors.
24 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the
25 meaning of Code of Civil Procedure section 1021.5.

26 121. Defendant's activities as alleged herein are violations of California law, and constitute
27 unlawful business acts and practices in violation of California Business & Professions Code section
28 17200, *et seq.*

122. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this case, Defendant's policies and practices of requiring employees, including Plaintiff and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendant's policies and practices of requiring employees, including Plaintiff and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendant's policies and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203, and 204.

123. Defendant also violated California Labor Code sections 221, 226(a), 1194, 1197, 1197.1, 510, 1174(d), 2800, and 2802.

124. As a result of the herein described violations of California law, Defendant unlawfully gained an unfair advantage over other businesses.

125. Plaintiff and the Class have been personally injured by Defendant's unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

126. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendant during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendant, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;

- 1 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 2 4. That Defendant provides to Class Counsel immediately the names and most
- 3 current/last known contact information (address, e-mail and telephone numbers) of all class members.

4 **As to the First Cause of Action**

- 5 5. That the Court declare, adjudge, and decree that Defendant violated California Labor
- 6 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
- 7 wages due to Plaintiff and other Class Members;
- 8 6. For general unpaid wages at overtime wage rates and such general and special
- 9 damages as may be appropriate;
- 10 7. For pre-judgment interest on any unpaid overtime compensation commencing from
- 11 the date such amounts were due;
- 12 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
- 13 Labor Code section 1194; and
- 14 9. For such other and further relief as the Court may deem just and proper.

15 **As to the Second Cause of Action**

- 16 10. That the Court declare, adjudge, and decree that Defendant violated California Labor
- 17 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all
- 18 meal periods (including second meal periods) to Plaintiff and the Class;
- 19 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
- 20 employee's regular rate of compensation for each workday that a meal period was not provided;
- 21 12. For all actual, consequential, and incidental losses and damages, according to proof;
- 22 13. For premium wages pursuant to California Labor Code section 226.7;
- 23 14. For pre-judgment interest on any unpaid wages from the date such amounts were due;
- 24 15. For reasonable attorneys' fees and costs of suit incurred herein; and
- 25 16. For such other and further relief as the Court may deem just and proper.

26 **As to the Third Cause of Action**

- 27 17. That the Court declare, adjudge and decree that Defendant violated California Labor
- 28 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods

1 to Plaintiff and the Class;

2 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
3 employee's regular rate of compensation for each workday that a rest period was not provided;

4 19. For all actual, consequential, and incidental losses and damages, according to proof;

5 20. For premium wages pursuant to California Labor Code section 226.7;

6 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

7 and

8 22. For such other and further relief as the Court may deem just and proper.

9 **As to the Fourth Cause of Action**

10 23. That the Court declare, adjudge and decree that Defendant violated California Labor
11 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
12 Class;

13 24. For general unpaid wages and such general and special damages as may be
14 appropriate;

15 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
16 Plaintiff and the Class in the amount as may be established according to proof at trial;

17 26. For pre-judgment interest on any unpaid compensation from the date such amounts
18 were due;

19 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
20 Labor Code section 1194(a);

21 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

22 29. For such other and further relief as the Court may deem just and proper.

23 **As to the Fifth Cause of Action**

24 30. That the Court declare, adjudge and decree that Defendant violated California Labor
25 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
26 termination of the employment of Plaintiff and other Class Members no longer employed by
27 Defendant;

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- 1 31. For all actual, consequential, and incidental losses and damages, according to proof;
- 2 32. For statutory wage penalties pursuant to California Labor Code section 203 for
- 3 Plaintiff and other Class Members who have left Defendant's employ;
- 4 33. For pre-judgment interest on any unpaid compensation from the date such amounts
- 5 were due; and
- 6 34. For such other and further relief as the Court may deem just and proper.

7 **As to the Sixth Cause of Action**

- 8 35. That the Court declare, adjudge and decree that Defendant violated California Labor
- 9 Code section 204 by willfully failing to pay all compensation owed at the time required by California
- 10 Labor Code section 204 to Plaintiff and the Class;
- 11 36. For statutory penalties pursuant to California Labor Code section 210; and
- 12 37. For such other and further relief as the Court deems just and proper.

13 **As to the Seventh Cause of Action**

- 14 38. That the Court declare, adjudge and decree that Defendant violated the record keeping
- 15 provisions of California Labor Code sections 226(a) and 246(i), and applicable IWC Wage Orders as
- 16 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;
- 17 39. For actual, consequential and incidental losses and damages, according to proof;
- 18 40. For statutory penalties pursuant to California Labor Code sections 226(e) and 246; and
- 19 41. For such other and further relief as the Court may deem just and proper.

20 **As to the Eighth Cause of Action**

- 21 42. That the Court declare, adjudge and decree that Defendant violated the record keeping
- 22 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
- 23 and the Class, and willfully failed to provide accurate itemized wage statements thereto;
- 24 43. For actual, consequential and incidental losses and damages, according to proof;
- 25 44. For statutory penalties pursuant to California Labor Code section 226(e); and
- 26 45. For such other and further relief as the Court may deem just and proper.

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1 of violation of California Business and Professions Code sections 17200, *et seq.*;

2 59. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
3 Code of Civil Procedure section 1021.5;

4 60. For injunctive relief to ensure compliance with this section, pursuant to California
5 Business and Professions Code sections 17200, *et seq.*; and

6 61. For such other and further relief as the Court may deem just and proper.
7

8 DATED: December 6, 2024

WORRELL LAW FIRM, APC

9
10 By:



11 KYLE C. WORRELL
12 *Attorneys for Plaintiff*
13 JAY D. GORY
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

DATED: December 6, 2024

WORRELL LAW FIRM, APC

By: 

KYLE C. WORRELL
Attorneys for Plaintiff
JAY D. GORY