

Assigned for All Purposes

Judge Lon F. Hurwitz

CX-103

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

GARY FRANKLIN, an individual, on
his own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

SO CAL HEALTH CARE SOLUTIONS
INC, a California corporation; and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: 30-2024-01444488-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198; IWC Wage Order No. 5);**
- 2. FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 5);**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5);**
- 4. FAILURE TO PROVIDE TIMELY OFF DUTY REST PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5);**
- 5. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; IWC Wage Order No. 5);**
- 6. FAILURE TO PAY WAGES DUE ON TERMINATION (Cal. Labor Code §§ 201-203);**
- 7. FAILURE TO REIMBURSE BUSINESS EXPENSES ((Cal. Labor Code § 2802);**
- 8. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and**
- 9. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.)**

DEMAND FOR A JURY TRIAL

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

GARY FRANKLIN ("Plaintiff") alleges the following:

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

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

3. Plaintiff, like his co-workers whom Defendant also employed during the applicable limitations period, spend their workdays in Lake Forest, California, under illegal and highly regimented circumstances. That regimen results from Defendant's insistence to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay overtime, minimum wages, refusing to provide proper meal periods, refusing to provide proper rest periods, not paying the required extra hour for missed meal/rest breaks, failing to pay all wages due on termination, failing to reimburse business expenses,

1 failing to allow inspection of employment records, and by using other unlawful stratagems to
2 ensure that labor costs remain artificially low.

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

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

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

17 7. Pursuant to the California Labor Code, on or about December 3, 2024, Plaintiff
18 filed a notice with Labor and Workforce Development Agency (LWDA) of his intent to
19 pursue claims against Defendant under the Private Attorney General Act (PAGA). As such,
20 Plaintiff further reserves the right to amend this Complaint once he completes and complies
21 with the provisions under the law.

22 JURISDICTION AND VENUE

23 8. This Court has jurisdiction over this Complaint under Code of Civil Procedure
24 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
25 *Professions Code* §§ 17200 *et seq.* Plaintiff Gary Franklin brings this Complaint on his own
26 behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

27 9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
28 395.5, because the claims made, and the *Labor Code* violations as against the persons identified

1 herein, occurred in the County of Orange and because Defendant owned and operated its non-
2 profit in the County of Orange.

3 **THE PARTIES**

4 **PLAINTIFF**

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

- 6 (a) An individual over age 18 and a resident of Orange County, California;
7 (b) Employed as an hourly employee for Defendant in Lake Forest,
8 California;
9 (c) Did not receive overtime compensation required by *Labor Code* §§510
10 and 1194 and IWC Wage Order No. 5;
11 (d) Did not receive minimum wages as required by *Labor Code* §§1194,
12 1194.2, 1997, 1197.1, 1198 and IWC Wage Order No. 5;
13 (e) Did not receive the meal periods required by *Labor Code* §266.7 and
14 IWC Wage Order No. 5;
15 (f) Did not receive the rest periods required by *Labor Code* §266.7 and IWC
16 Wage Order No. 5;
17 (g) Did not receive accurate wage statements as mandated by *Labor Code*
18 §226;
19 (h) Was not paid all wages due on termination as required by *Labor Code*
20 §§201-203;
21 (i) Was not reimbursed necessary business expenses as required by *Labor*
22 *Code* §2802; and
23 (j) Was not provided his personnel records. Each of these was a violation of
24 the *Labor Code*.

25 **DEFENDANT**

26 11. Plaintiff is informed and believes, and based on that information and belief,
27 alleges, Defendant SCHCS is, and at all times mentioned herein was:
28

- 1 (a) A California corporation, with a principal place of business at 34145
2 Pacific Coast Hwy., Suite 818, Dana Point, California 92629. Defendant
3 has been authorized to do business and has been doing business in the
4 County of Orange;
- 5 (b) The former employer of Plaintiff and the current and former employer of
6 the putative Class members;
- 7 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 8 (d) Failed to pay Plaintiff and all putative Class members premium overtime
9 wages;
- 10 (e) Failed to pay Plaintiff and all putative Class member minimum wages;
- 11 (f) Failed to provide Plaintiff and all putative Class members with meal/rest
12 periods and failed to provide Plaintiff and all putative Class members
13 with accurate itemized wage statements;
- 14 (g) Failed to pay Plaintiff and all putative Class members all wages due on
15 termination;
- 16 (h) Failed to reimburse Plaintiff and all putative Class members for their
17 necessary business expenses; and
- 18 (i) Failed to provide their personnel records. Each of these was a violation
19 of the *Labor Code*.

20 12. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
22 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
23 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true
24 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

25 13. Plaintiff is informed and believes, and based on that information and belief
26 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
27 reside in or are authorized to do, or are otherwise doing, business in the State of California.
28 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and

1 conduct business in the County of Orange. Each of the Defendants DOES 1 through 100 was
2 the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter
3 ego and/or representative of one or more of the other Defendants named herein, and acting with
4 permission, authorization, and/or ratification and consent of the other Defendants.

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

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

16 16. Plaintiff is informed and believes, and based on that information and belief
17 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
18 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
19 themselves and entered into a combination and systemized campaign of activity to *inter alia*
20 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
21 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
22 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
23 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
24 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
25 the actions of one Defendant was accomplished in concert with, and with the knowledge,
26 ratification, authorization and approval of each of the other Defendants.

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CLASS ALLEGATIONS

A. The Definition of the Class

17. The Class (“the Class”) is defined as follows:

(a) “All current and former employees who were hourly paid employees of Defendant and worked for Defendant in California at any time during the period commencing on the date that is four (4) years prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

(b) “All persons who were hourly paid employees of Defendant and worked for Defendant in California and left the employ of Defendant at any time during the period commencing on the date that is within one (1) year prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

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

B. Maintenance of the Action

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

C. The Class Requisites

19. At all material times, Plaintiff was a member of the Class.

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

(a) The persons who comprise the Class are so numerous that the joinder of all those persons is impracticable and the disposition of their claims as a Class will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the Class and will apply uniformly to every Class member;

- 1 (c) The claims of the representative Plaintiff are typical of the claims of each
2 Class member. Plaintiff, like all Class members, has sustained damages
3 arising from Defendant's violations of the laws of the State of California.
4 Plaintiff, and the Class members, were and are similarly or identically
5 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
6 pattern of misconduct engaged in by the Defendant;
- 7 (d) The representative Plaintiff has, and will continue to, fairly and adequately
8 represent and protect the interests of the Class and has retained counsel
9 who are competent and experienced in class action litigation. There are no
10 material conflicts between the claims of the representative Plaintiff and the
11 Class members that would make class certification inappropriate. Counsel
12 for the Class will vigorously assert the claims of all Class members.

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

20 22. The Court should permit the action to be maintained as a class action under
21 *Code of Civil Procedure* § 382 because:

- 22 (a) The questions of law and fact common to the Class predominate over any
23 question affecting only individual members;
- 24 (b) A class action is superior to any other available method for fairly and
25 efficiently adjudicating the claims of the Class;
- 26 (c) The Class members are so numerous that it is impractical to bring all of
27 them before the Court;
- 28

- 1 (d) Plaintiff and other Class members will not be able to obtain effective and
2 economic legal redress unless the action is maintained as a class action;
3 (e) There is a community of interest in obtaining appropriate legal and
4 equitable relief for the statutory violations, and in obtaining adequate
5 compensation for the damages and injuries for which Defendant is
6 responsible in an amount sufficient to adequately compensate the Class
7 members;
8 (f) Without Class certification, the prosecution of separate actions by
9 individual Class members would create a risk of:
10 i. Inconsistent or varying adjudications for individual Class members
11 that would establish incompatible standards of conduct for
12 Defendant; and/or,
13 ii. Adjudication for individual Class members that would, as a
14 practical matter, dispose of other non-party members' interests, or
15 that would substantially impair or impede the non-parties' ability
16 to protect their interests, by, for example, potentially exhausting
17 the funds available from Defendant, and
18 (g) Defendant has acted or refused to act on grounds generally applicable to
19 the Classes, making final injunctive relief appropriate for the Class, as a
20 whole.

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

26 GENERAL ALLEGATIONS

27 24. At all times material hereto, Defendant SCHCS has been and is, a rehabilitation
28 and detox center.

25. Plaintiff and members of the Class were employed as Behavioral Health Technicians/Medication Technicians and other non-exempt employees by Defendant in California at various times during the Class Period.

26. The employment by Defendant of the Class Members, and each them, is governed by Industrial Welfare Commission Wage Order 5, which covers those persons employed in the public housekeeping industry.

THE CONDUCT

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

28. Starting on or about June 4, 2024 and continuing to November 6, 2024, Defendant employed Plaintiff on an hourly basis initially as a Behavioral Health Technician/Medication Technician in Lake Forest, California.

29. While employed by Defendant as a Behavioral Health Technician/Medication Technician Plaintiff was paid approximately \$21.00 per hour.

OFF-THE-CLOCK WORK

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

31. Defendant required Plaintiff and the Class to regularly perform compensable tasks off-the-clock pre-shift and on their days off, off the clock for which they did not receive any compensation. Specifically, Plaintiff and Class members were required to engage in pre-shift off the clock work since they were required to arrive 10 minutes early prior to the start of their shifts and begin working off the clock at least 2 times per week. Further, Plaintiff and Class members were required to come to work on their days off to complete tasks.

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

FAILURE TO PAY OVERTIME TIME WAGES

33. Under California law, non-exempt employees as defined by Wage Order 5, are entitled to premium wages for overtime worked. Under California law, non-exempt employees as defined by IWC Wage Order No. 5, are entitled to premium wages for overtime worked. Under California law, an hourly paid employee is entitled to overtime pay when they exceed eight hours of work in a single day, exceed 40 hours of work in a week or work seven days in a row.

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

FAILURE TO PAY MINIMUM WAGES

35. Under California law, non-exempt employees as defined by IWC Wage Order No. 5 are entitled to minimum wages. Labor Code Section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code Section 1194 entitles “any employee receiving less than the legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 5, obligates employers to pay each employee minimum wages for all hours worked.

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

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

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

5 **MEAL BREAKS NOT AFFORDED**

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

10 40. Plaintiff and Class members were routinely not afforded compliant meal breaks.
11 Plaintiff and Class members' meal breaks were not afforded, afforded late and/or interrupted.

12 41. Defendant's policies and procedures were applied to all non-exempt employees
13 in California and resulted in non-exempt employees working time which was not compensated
14 by any wages in violation of Labor Code sections 510, 1194 and the IWC Wage Order No. 5.
15 As a result, Defendant owes wages at the legal overtime rate and minimum wage rate for
16 unpaid overtime and minimum wages to each of their California non-exempt employees whose
17 daily hours were reduced and their meals periods were afforded late, interrupted and/or not at
18 all.

19 **REST PERIODS NOT AFFORDED**

20 42. Plaintiff and Class members were never afforded rest breaks.

21 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

22 43. As a result of Defendant's failure to pay employees at required overtime time
23 rates, minimum wage rates and premium pay for late and/or missed meal/rest breaks, the wage
24 statements issued to the employees did not comply with *Labor Code* §226 and the California
25 Industrial Welfare Commission ("IWC") Wage Order No. 5 in that they did not accurately
26 reflect all wages earned and due and owing.

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

1 44. As a further result of Defendant's failure to pay employees at required overtime,
2 minimum wage rates and afford proper meal/rest breaks, when the employees left their
3 employ, they were not timely paid all wages due them, as required by Labor Code §§ 201, 202
4 and IWC Wage Order No. 5. Further, it was the practice of Defendant to not pay employees
5 the final paychecks within the time periods mandated by Labor Code §§201, 202 and the IWC
6 Wage Order No. 5.

7 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

8 45. Defendant failed to reimburse Plaintiff and Class members for their necessary
9 business expenses, such as cell phone use. Defendant required Plaintiff and Class members to
10 use their personal cell phones for work-related activities such as clocking in/out and
11 communication regarding work.

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

13 46. Defendant failed to allow Plaintiff to timely inspect his records and payroll files.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME**

16 **(Labor Code §§510, 511, 558, 1194, 1198 and IWC Wage Order No. 5 by Plaintiffs**
17 **Against Defendant and Does 1-100)**

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

20 48. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
21 Code §§510, 1194, and 1198, and IWC Wage Order No. 5, Defendant was required to
22 compensate Plaintiff and Class members with premium pay for all overtime work performed,
23 for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for
24 the first eight (8) hours on the seventh (7th) consecutive day of any work week.

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

1 50. Pursuant to IWC Wage Order No. 5, § 3, "Employment beyond eight (8) hours
2 in any workday is permissible provided the employee is compensated for such overtime at not
3 less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
4 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday..."

5 51. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

19 52. Throughout Plaintiff's and Class members' employment, Plaintiff and Class
20 members engaged in off the clock work and, therefore, worked overtime hours and were not
21 paid overtime pay due.

22 53. Throughout Plaintiff's and Class members' employment, Defendant failed and
23 refused to pay and properly calculate overtime compensation to Plaintiff and Class members as
24 required by law.

25 54. The foregoing overtime compensation is owed and unpaid. As a direct and
26 proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class
27 Members suffered damages in an amount to be proven at trial.
28

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

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES DUE TO TIME ROUNDING

(IWC Wage Order No. 5; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs

Against Defendant and Does 1 through 100)

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

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

58. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order 5-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

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1 59. Pursuant to IWC Wage Order No. 5, Defendant is required to pay the members
2 of the Class for all hours worked, meaning the time during which an employee is subject to the
3 control of an employer, including all the time the employee is suffered or permitted to work,
4 whether or not required to do so.

5 60. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work
6 and the standard conditions of labor fixed by the commission shall be the maximum hours of
7 work and the standard conditions of labor for employees. The employment of any employee for
8 longer hours than those fixed by the order or under conditions of labor prohibited by the order
9 is unlawful.”

10 61. Defendant failed to satisfy minimum wage requirements because they
11 improperly failed to afford Plaintiff and Class members meal/rest breaks in violation of *Labor*
12 *Code* §§ 226.7, 1197, 1198 and IWC Wage Order No. 5.

13 62. Defendant’s pattern, practice and uniform administration of corporate policy
14 regarding illegal employee compensation as described herein is unlawful and creates an
15 entitlement, pursuant to *Labor Code* § 218, to recovery by Plaintiff and the members of the
16 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
17 the appropriate rate.

18 63. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
19 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
20 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
21 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
22 the time associated with the overtime for which they received no compensation. *See Sillah v.*
23 *Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
24 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
25 showed they were paid less than minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*,
26 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

27 64. Plaintiff and the other Class Members suffered and continue to suffer losses
28 related to the use and enjoyment of compensation due and owing to them as a direct result of

1 Defendant's unlawful acts and Labor Code violations in an amount to be shown according to
2 proof at trial and within the jurisdictional limitations of this Court.

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

7 **THIRD CAUSE OF ACTION**

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

9 **(IWC Wage Order No. 5; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and**
10 **Does 1 through 100)**

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

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

19 68. California Labor Code §1198 makes unlawful the employment of an employee
20 under conditions the IWC prohibits.

21 69. IWC Wage Order No. 5 provides, in relevant part: "No employer shall employ
22 any person for a work period of more than five (5) hours without a meal period of not less than
23 30-minutes, except that when a work period of not more than six (6) hours will complete the
24 day's work the meal period may be waived by mutual consent of the employer and the
25 employee."

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

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

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

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

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

21 74. Under California law, employers must also record their employees' meal
22 periods: "Every employer shall keep accurate information with respect to each employee,
23 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
24 operations cease ... need not be recorded." IWC Wage Order No. 5, § (7)(A)(3). Where the
25 employer has failed to keep records required by statute, the consequences of such failure should
26 fall on the employer, not the employee. In such a situation, imprecise evidence by the employee
27 can provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
28 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
 known its employees were regularly afforded late and/or missing meal periods during the Class
 Period.

1 75. Defendant has a policy or practice of failing to ensure that Plaintiff and
2 members of the class take proper meal periods and clock in/out for meal periods as required by
3 California Labor Code §226.7 and IWC Wage Order No. 5, §11.

4 76. By their actions in affording Plaintiff and Class members proper meal periods,
5 Defendant violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 5 in the
6 amount of one additional hour of pay at the employee's regular rate of compensation for each
7 work period during each day in which Defendant failed to provide employees with proper
8 statutory off-duty meal periods.

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

12 78. Instead of paying Plaintiff and Class members premium pay for meal breaks that
13 were not compliant, Defendant paid Plaintiff and Class members 0.5 hours of overtime. This
14 “premium” amount was not separately stated on Plaintiff and Class members’ paystubs. Rather,
15 the “premium” was added to Plaintiff and Class members’ overtime hours.

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

19 80. As a direct and proximate result of Defendant’s unlawful conduct as alleged
20 herein, Plaintiff and members of the Class have sustained economic damages, including but not
21 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
22 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
23 relief due to Defendant’s violations of the California Labor Code and IWC Wage Order No. 5.

24 **FOURTH CAUSE OF ACTION**

25 **FOR FAILURE TO PROVIDE REST PERIODS**

26 **(Labor Code § 226.7 and IWC Wage Order No. 5 By Plaintiffs Against Defendant and**
27 **Does 1 through 100)**
28

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

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

6 83. Labor Code § 226.7 and IWC Wage Order No. 5 provide that if an employer
7 fails to provide an employee with rest periods in accordance with those provisions, the
8 employer shall pay the employee one hour of pay at the employee's regular rate of
9 compensation for each workday that the rest periods were not so provided.

10 84. Defendant has intentionally and improperly denied any rest periods to Plaintiff
11 and the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 5.

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

14 86. At all times relevant hereto, Defendant failed to provide proper rest periods as
15 required by Labor Code § 226.7 and IWC Wage Order No. 5. Plaintiff and Class members rest
16 breaks were routinely not afforded.

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

21 **FIFTH CAUSE OF ACTION**

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

23 **ITEMIZED STATEMENTS**

24 **(Labor Code §226 and IWC Wage Order No. 5 By Plaintiffs Against Defendant and Does**
25 **1 through 100)**

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

1 89. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff
2 and the Class.

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

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

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

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

20 94. Further, instead of paying Plaintiff and Class members premium pay for meal
21 breaks that were not compliant, Defendant paid Plaintiff and Class members 0.5 hours of
22 overtime. This “premium” amount was not separately stated on Plaintiff and Class members’
23 paystubs. Rather, the “premium” was added to Plaintiff and Class members’ overtime hours.
24 This constitutes a violation of Plaintiff and the Class’s wage statements.

25 95. Throughout the Class Period, Defendant intentionally and knowingly provided
26 Plaintiff and other members of the Class with weekly itemized wage statements containing
27 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
28 that the payments owed to Plaintiff and the members of the Class for overtime compensation,

1 minimum wages, missed, late and/or interrupted meal/rest periods, were not included in gross
2 wages earned by Plaintiff and members of the Class.

3 96. As a result, Plaintiff and members of the Class have been injured by having been
4 deprived of the true facts pertaining to their compensation and employment.

5 97. Plaintiff and members of the Class were damaged by these failures because,
6 among other things, the failures led them to believe that they were not entitled to overtime
7 compensation, minimum wages, pay for meal/rest periods not timely provided, even though
8 they were so entitled and these failures hindered them from determining the amounts of wages
9 owed to them.

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

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

15 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

26 103. Plaintiff and the Class were discharged and/or resigned from Defendant's
27 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

28

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

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

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

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

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

10 107. At all times relevant herein, Defendant was aware that Plaintiff and Class
11 members were using their personal cell phones for business, but failed to indemnify Plaintiff
12 and Class members for all their business-related expenses, including wear and tear expenses,
13 in accordance with Labor Code §2802. Defendant required Plaintiff and Class members to use
14 their cell phones every day for work-related activities such as clocking in/out and
15 communicating for work purposes.

16 108. Plaintiff is informed and believes and thereon alleges that at all relevant times,
17 Defendant maintained a practice of not reimbursing Plaintiff and Class Members for their
18 work-related expenses that they incurred in using their cell phones for work-related purposes.

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

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

25 **EIGHTH CAUSE OF ACTION**

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

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

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

3 112. California Labor Code Section 1198.5 provides:

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

28 113. Additionally, pursuant to IWC Wage Order No. 5, at section 7 re: Records,
employers are required to keep accurate payroll records on each employee, and such records
must be made readily available for inspection by the employee upon reasonable request. The
employer must also maintain accurate production records.

 114. On or about December 3, 2024, Plaintiff's counsel issued a written request to
Defendant for copies of his personnel records.

 115. Under California Labor Code Sections 226, 432 and 1198.5, such records were
to include all records relating to Plaintiff's hours worked, wage statements and compensation.

1 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
2 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
3 records.

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

9 **NINTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION**

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

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

15 118. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff
16 and the Class. Defendant is also a "person" as that term is defined in Business & Professions
17 Code §17021.

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

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

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

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

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

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

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

23 **PRAYER FOR RELIEF**

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

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

28

2. For compensatory damages in the amount minimum wages due to Plaintiff and Class Members, according to proof;
3. For payment of unpaid wages in accordance with California labor and employment law;
4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a meal period was provided late and/or missed;
5. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a rest period was not afforded;
6. For payment to Plaintiff and Class Members of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to their respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
7. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
8. For compensatory damages in the amount of Plaintiff and Class members' cell phone expenses for business purposes, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);
9. For an award of consequential damages in Plaintiff and Class members' favor and against Defendant, in an amount to be proven at trial;
10. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
11. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200, according to proof;
12. For prejudgment interest accrued on all due and unpaid overtime and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a), according to proof;
13. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5, according to proof;

1 14. For civil penalties pursuant to *Cal. Labor Code* §1198 and IWC Wage Order
2 No. 5;

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

6 16. For an award of restitution of wages to Plaintiff and Class members in an
7 amount equal to the amount of wages owed and unpaid, according to proof;

8 17. For injunctive relief requiring Defendant to comply with Labor Code
9 1198.5(b)(1);

10 18. For injunctive relief ordering the continuing unfair business acts and practices to
11 cease, as the Court deems just and proper;

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

14 20. For punitive and exemplary damages in a sum to be determined at trial; and

15 21. For such other and further relief as the Court deems just and proper.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff Gary Franklin hereby respectfully requests a trial by jury for all claims and
18 issues raised in his Complaint that may be entitled to a jury trial.

19
20 LIPELES LAW GROUP, APC

21 Date: December 3, 2024

22
23 By: Jasmine Badawi
24 Jasmine J. Badawi
25 Attorneys for Plaintiff
26 Gary Franklin
27
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