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on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JOSEPH GARCIA, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

4LEAF, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime under Labor Code § 510;
3. Failure to Pay Vacation Wages Under Labor Code §227.3;
4. Meal Period Liability, Labor Code § 226.7;
5. Rest-Break Liability, Labor Code § 226.7;
6. Violation of Labor Code § 226(a);
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
12. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff JOSEPH GARCIA (hereinafter “Plaintiff”), on behalf of himself and all other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”) complains of Defendants as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who, at any time four years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendant 4LEAF, Inc. , a
9 California corporation and DOES 1 through 50 (all defendants being collectively referred to herein
10 as “Defendants”). Plaintiff alleges that Defendants violated various provisions of the California
11 Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and California Business
12 & Professions Code, and seeks redress for these violations.

13 2. Plaintiff worked as a building inspector based out of one of Defendants’ facilities
14 and locations in Santa Clara County, California. He and the other Class members were employed
15 by Defendants as non-exempt, hourly employees at Defendants’ locations and facilities in multiple
16 counties throughout the state of California, including in positions related to building inspections,
17 providing construction management, public works inspections, building and safety, fire resiliency,
18 disaster recovery, and program management services. Plaintiff worked at Defendants’ behest
19 without being paid all wages due and without being provided all required breaks. More
20 specifically, Plaintiff and the other similarly situated Class members were employed by
21 Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same
22 policies and practices (3) and endured similar violations at the hands of Defendants as the other
23 Employees who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
25 and failed to record accurate time worked by these Employees, failed to pay them at the
26 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
27 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that
28 prevented them from learning of these unlawful pay practices. Defendants also failed to provide

1 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain
2 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
3 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
4 applicable paragraphs of the IWC Wage Orders.

5 4. Defendant 4LEAF, INC. ("4LEAF" or "Defendant") is a California corporation that
6 lists its principal address with the California Secretary of State in Pleasanton, California and its
7 registered corporate agent is listed in Westlake, California. 4LEAF is listed as the employer on the
8 wage statements issued to Plaintiff by Defendants with the same Pleasanton, California address.
9 Upon information and belief, such wage statements were issued to other Class members with the
10 same Pleasanton, California address. 4LEAF's website explains:

11 "Founded in 2001, 4LEAF, Inc. (4LEAF) is a multi-disciplined firm providing
12 services throughout the United States. As one of the industry's leading providers
13 of Construction Management, Public Works Inspections, Building and Safety,
14 Fire Resiliency, Disaster Recovery, and Program Management services, we have
15 an enviable track record of completing complex projects and staffing
16 assignments with both public and private clients. The dedication of our staff
17 combined with our proven systems has consistently met the needs of our clients,
18 leading to 4LEAF's great success. Our clients value our continuous flexibility,
19 proactive communication, and unfailing dedication resulting in projects that are
20 on time and on budget."

21 5. 4LEAF's website lists the following locations in California: San Francisco Bay
22 Area, Sacramento Area, Newport Beach, San Bernardino, San Diego, and Fresno.

23 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
24 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
25 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
26 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
27 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
28 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Santa Clara

County, where Defendants operate and provide building inspections, providing construction management, public works inspections, building and safety, fire resiliency, disaster recovery, and program management services to California customers.

7. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

9. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission ("IWC"). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for

1 meal period and rest break premium payments. Plaintiff also contends that Defendants failed to
2 pay Plaintiff and the Class members all wages due and owing, including by miscalculating wages
3 owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to
4 furnish accurate wage statements and timely pay all wages owed, all in violation of various
5 provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

6 10. During the course of Plaintiff and the Class members' employment with
7 Defendants, they were not paid all wages they were owed, including for all work performed
8 (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the
9 correct rates. This has resulted in systematic and ongoing violations of the California Labor Code
10 and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-
11 exempt, hourly employees as food and customer-related workers based out of Defendants'
12 facilities in California.

13 11. For much of his employment, Plaintiff was employed by Defendants as a building
14 inspector based out of Defendants' facilities in Santa Clara County and other facilities in northern
15 California. Plaintiff generally worked over forty hours per week, five days per week, which
16 resulted in shifts of approximately eight hours in duration. Plaintiff's shifts were generally
17 scheduled from 7:00 a.m. to 3:30 p.m.

18 12. The nature of Defendants' operations and its policies and practices require that
19 Employees endure significant off-the-clock work. Defendants' facilities included timekeeping
20 systems incorporating electronic recording of time punches by Employees logging on to the
21 Paylocity app on their personal mobile telephones to record their time entries. Despite the
22 employees recording their time on Paylocity, Plaintiff's wage statements show the Defendants
23 rounded employee time to the nearest quarter hour, resulting in unpaid hours worked.

24 13. In addition, before clocking in, Employees were required to engage in pre-shift
25 work that was unpaid. Plaintiff was required to organize and maintain and prepare his tools and
26 supplies for the work day for 10-15 minutes before clocking in. After clocking out from work,
27 Employees were required to engage in post-shift work that was unpaid. Plaintiff was required to
28 clean and organize and maintain his tools and equipment each day for ten minutes after clocking

1 out. These processes required employees to remain under Defendants' control without being
2 compensated for their hours worked. Accordingly, Plaintiff was not compensated for all of his
3 actual time worked and for all the hours he was required to remain under Defendants' control.

4 14. The failure to maintain accurate timekeeping and payroll records perpetrated by
5 Defendants has also been exacerbated by other off the clock work Defendants required their
6 Employees to endure. Due to the heavy volume of work, Plaintiff was habitually compelled to
7 work through parts of his meal periods in order to complete his work. Defendants' management
8 and contractors interrupted the Plaintiff's meal periods approximately 2-3 times per week by
9 texting and calling Plaintiff's personal cell phone number during his meal breaks. This time
10 worked went uncompensated despite the fact Plaintiff was under Defendants' control or
11 otherwise already performing job duties. In addition, Plaintiff and other Employees' rest breaks
12 were routinely interrupted or not provided at all due to pressing work demands. Due to
13 understaffing and the heavy volume of work, Plaintiff and Employees were frequently unable to
14 take an uninterrupted rest break, if they could take one at all. Additionally, Plaintiff and the Class
15 members were also required to work or otherwise remain under Defendants' control after their
16 shift end times, including on-site and through after-hours work-related communications and other
17 work requirements.

18 15. Defendants followed a similar unlawful practices, upon information and belief, in
19 connection with other Employees in a concerted effort to limit and restrict regular and overtime
20 hours earned by and owing to Plaintiff and the other Class members. Time worked off the clock
21 also caused Plaintiff and other Class members to work beyond eight hours in a shift. As a result
22 of the above-described off the clock work, Defendants failed to pay Plaintiff and Class members
23 overtime for several minutes at the end of work shifts which Defendants did not record in any
24 timekeeping or payroll records.

25 16. Plaintiff was therefore not paid for all his hours worked at the required minimum,
26 overtime and double time wage rates due to Defendants' policy and practice of requiring him to
27 work off the clock and without pay. With work shifts generally scheduled for eight hours or
28 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past

1 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
2 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
3 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
4 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
5 information and belief, the Class members were bound by similar scheduling and work policies
6 which Defendants required them to follow and endured similar violations at Defendants' hands as
7 Plaintiff.

8 17. Defendants have either failed to maintain timekeeping records for Plaintiff that
9 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants'
10 required and the actual hours Plaintiff worked, or have otherwise declined to produce them to
11 Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked,
12 Defendants have committed knowing and intentional ongoing violations of the record keeping
13 requirements under the Labor Code §§ 226 and 1174.

14 18. As a result of the above-described unlawful requirements to work off the clock,
15 the failure to accurately record all hours worked and the other wage violations they endured at
16 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and
17 all wages owed to them by Defendants, including when working more than eight hours in any
18 given day and/or more than forty hours in any given week. As a result of Defendants' unlawful
19 policies and practices, Plaintiff and Class members incurred overtime hours worked for which
20 they were not adequately and completely compensated, in addition to the hours they were
21 required to work off the clock at their regular rates.

22 19. The failure to pay for all hours worked and underpayment of wages to Plaintiff
23 and the Class members is and has been a direct consequence of Defendants' unlawful
24 compensation policies and practices, which upon information and belief applied uniformly to the
25 Class members working at Defendants' locations and facilities. As a result of the above-described
26 unlawful requirements to work off the clock, the failure to accurately record all hours worked and
27 pay wages at the correct rates, the failure to compensate employees for time under Defendants'
28 control and the other wage violations they endured at Defendants' hands, Plaintiff and the Class

1 members were not properly paid all wages earned and all wages owed to them by Defendants,
2 including when working more than eight hours in any given day and/or more than forty hours in
3 any given week.

4 20. Therefore, from at least four years prior to the filing of this lawsuit and continuing
5 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
6 hours worked and failing to pay minimum wages for all time worked, as required by California
7 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
8 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
9 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
10 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
11 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants
12 paid Plaintiff and the Class members bonuses and shift differentials and other forms of
13 remuneration above and beyond their hourly pay, upon information and belief Defendants
14 miscalculated and therefore underpaid any overtime they paid during these pay periods by failing
15 to include all forms of remuneration in the regular rate used to calculate and pay overtime.

16 21. Defendants also failed to provide Plaintiff and the Class members with their
17 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
18 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
19 provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code
20 and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
21 authorize and permit Plaintiff and the employee Class Members to take all required 10-minute
22 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

23 22. More specifically, Plaintiff worked shifts that entitled him to at least one meal
24 period, but Defendants' managers required Plaintiff and the Class members to prioritize work over
25 taking lawful meal periods. To whatever extent there was ever a schedule for meal periods, it went
26 by the wayside quickly as there always seemed to be a contractor or management personnel that
27 required assistance. Constant short-staffing led to systematically late meal periods, and on-duty
28 meal periods that were incessantly interrupted by customer and management demands and

1 required job duties and tasks. The heavy workload and management expectations also contributed
2 to Employees working through meal periods or not taking them or taking them late so work could
3 be accomplished or they were otherwise required to remain under Defendants' control during meal
4 periods.

5 23. Therefore, meal period violations systematically occurred throughout all of
6 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period and meal
7 premium payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they
8 failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to
9 pay the one-hour premium payment. Upon information and belief, the other Class members were
10 subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

11 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal
12 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
13 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
14 members were required to perform work as ordered by Defendants or otherwise remain under
15 Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often
16 required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks.
17 Additionally, as addressed above, Defendants followed a practice of requiring off the clock work,
18 in a manner that would impact when Employees were to receive meal periods and rest breaks,
19 thus leading to further violations.

20 25. As a result, Defendants' failure to provide Plaintiff and the Class members with all
21 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
22 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also
23 failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective
24 hourly rate of pay, for each meal period or rest break that Defendants failed to provide or
25 deficiently provided. Upon information and belief, if and when Defendants did pay any meal
26 period premiums, they failed to include all forms of remuneration in the regular rate used to
27 calculate and pay it.

1 26. Therefore, for at least four years prior to the filing of this action and through to the
2 present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not
3 provided with the opportunity to take required meal breaks due to Defendants' policies and
4 practices. On the occasions when Plaintiff and the Class members were provided with a meal
5 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
6 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
7 more of the following manners:

- 8 (a) Class members were not provided full thirty-minute duty free meal periods
9 for work days in excess of five hours and were not compensated one hour's
10 wages in lieu thereof, all in violation of, among others, Labor Code §§
11 226.7, 512, and the applicable Industrial Welfare Commission Wage
12 Order(s);
- 13 (b) Class members were not provided second full thirty-minute duty free meal
14 periods for work days in excess of ten hours;
- 15 (c) Class members were required to work through at least part of their daily
16 meal period(s);
- 17 (d) Meal periods were provided after five hours of continuous work during a
18 shift; and
- 19 (e) Class members were restricted in their ability to take a full thirty-minute
20 meal period and were not permitted to leave their work premises during
21 meal periods and were otherwise required to remain under Defendants'
22 control during meal periods.

23 27. Defendants also failed to authorize and permit Plaintiff and the Class members to
24 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction
25 thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiff and
26 the Class members were unable to take as with meal periods. Defendants made no efforts or
27 provided no emphasis on authorizing and permitting Employees to take net ten-minute rest breaks
28 for every four hours of work.

1 28. Given the constant and ongoing job demands he faced and Defendants' failure to
2 adequately staff its facilities to permit employees to take breaks, Plaintiff was compelled to
3 remain on the premises performing job-related duties while also remaining under Defendants'
4 control during times when he was supposed to be enjoying a duty-free rest break. By uniformly
5 requiring Plaintiff and the other similarly situated co-workers to remain under Defendants'
6 control and on premises during rest breaks, Defendants committed systematic and ongoing rest
7 break violations. To the extent Defendants paid any rest break premium payments under Labor
8 Code § 226.7 to Plaintiff or Class members these payments failed to include all forms of
9 remuneration, including shift differentials and bonuses and premium payments to Plaintiff, in the
10 regular hourly rate at which they paid the rest break premiums.

11 29. Defendants' management did not emphasize the requirement to provide at least
12 one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If
13 and when Plaintiff was permitted to take a ten-minute rest break on a shift, he was not permitted
14 to take a second one or a third one or any breaks were untimely or impermissibly shortened.
15 Further violations occurred as Plaintiff and the Class members were required to remain under
16 Defendants' control by not being able to leave the premises and by Defendants' requirement that
17 they remain ready to respond to work requirements and job demands.

18 30. Therefore, Defendants failed to authorize and permit Class members to take all
19 their required rest breaks. Plaintiff and the other similarly situated Class members were either not
20 authorized permitted the opportunity to take a rest break, or were required to remain under
21 Defendants' control and respond to instructions and job demands. Defendants also failed to
22 authorize and permit Employees to leave the property premises during rest breaks, or else
23 prevented them from doing so, thus further evidencing Defendants' policy and practice of
24 requiring Plaintiff and the Class members to remain under their control during required off-duty
25 rest breaks.

26 31. Defendants' policies and practices thus systematically deny and denied Plaintiff
27 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
28 periods. The California Supreme Court has instructed that the rest period requirement obligates

1 employers to permit and authorize employees to take-off-duty rest periods. That is, during rest
2 periods employers must relieve employees of all duties and relinquish control over how
3 employees spend their time. Plaintiff and the Class members were and are under Defendants'
4 control when they are working through rest breaks, and Defendants failed to schedule or account
5 for required first, second, and third rest breaks during the shifts Plaintiff and the Class members
6 generally worked.

7 32. Plaintiff and the Employees in the Class were not authorized and permitted to take
8 lawful rest periods, were systematically required by Defendants to work through or during breaks,
9 and were not provided with one hour's wages in lieu thereof. They were required to remain on
10 duty during breaks or portions of their breaks, thus making them either untimely or shortened and
11 on-duty, and they were also prevented from leaving the premises during rest breaks under
12 Defendants' policies and practices. Rest period violations therefore arose in one or more of the
13 following manners:

- 14 (a) Class members were required to work without being provided a minimum
15 ten minute rest period for every four hours or major fraction thereof worked
16 and were not compensated one hour of pay at their regular rate of
17 compensation for each workday that a rest period was not provided, and to
18 the extent Defendants paid any premiums, they failed to include all forms of
19 remuneration in the regular rate used to calculate and pay them.
- 20 (b) Class members were not authorized and permitted to take timely rest periods
21 for every four hours worked, or major fraction thereof; and
- 22 (c) Class members were required to remain on duty and under Defendants'
23 control during rest periods or otherwise had their rest periods interrupted by
24 work demands.

25 33. From at least four years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
27 deducting the Employees' earned wages, including by requiring off the clock work during breaks
28 and before and after work shifts and by miscalculating the regular rate and accordingly

1 underpaying overtime wages and meal and rest break premiums. By not compensating Employees
2 for all hours worked and under Defendants' control at the correct rates, Defendants unlawfully
3 deducted wages earned by and owed to Plaintiff and the Class members, in violation of Labor
4 Code § 221.

5 34. Defendants also violated California Labor Code § 246 by not providing all
6 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
7 provides that an Employee who "works in California for the same employer for 30 or more days
8 within a year from the commencement of employment is entitled to paid sick days as specified in
9 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as
10 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
11 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
12 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
13 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
14 leave to the Class members during the relevant time period, including by failing to provide two
15 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
16 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
17 enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully
18 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
19 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate
20 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."
21 Plaintiff accordingly seek this relief available for Defendants' failure to provide Employees with
22 all their required and earned sick days and all their COVID-19 supplemental sick leave in
23 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
24 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
25 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

26 35. Defendants also failed to pay Plaintiff and the other Class members all vested
27 vacation time at the time of their separation from Defendants' employment, in violation of Labor
28 Code § 227.3. Defendants failed to pay Plaintiff for all earned and unused vacation time at his

1 final rate of pay at the time of Plaintiff's separation from his employment. On information and
2 belief similarly situated Class members are also owed vested vacation time.

3 36. Upon information and belief, Defendants also failed to provide Employees such as
4 Plaintiff at the time of his employment and thereafter with written notice complying with all the
5 requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer
6 shall provide to each employee a written notice, in the language the employer normally uses to
7 communicate employment-related information to the employee, containing" specifically required
8 information. Upon information and belief, Defendants failed to provide this information to the
9 Class Members as required under Labor Code § 2810.5. Defendants were required to provide
10 Plaintiff and the Class members certain specific information upon hiring pursuant to California
11 Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when he
12 was hired, or have failed to produce it, and upon information and belief, Defendants committed
13 similar violations in connection with similarly situated Class members.

14 37. As a result of these illegal policies and practices, Defendants also engaged in and
15 enforced the following additional unlawful practices and policies against Plaintiff and the Class
16 members he seeks to represent:

- 17 (a) failing to pay all wages owed to Class members who either were discharged,
18 laid off, or resigned in accordance with the requirements of Labor Code §§
19 201, 202, 203 and 227.3;
- 20 (b) failing to pay all wages owed to the Class members twice monthly in
21 accordance with the requirements of Labor Code § 204;
- 22 (c) failing to pay Class members all wages owed, including all meal and rest
23 period premium wages, and failing to pay them at the regular rate of
24 compensation;
- 25 (d) failing to maintain accurate records of Class members' hours worked and
26 earned wages and meal periods in violation of Labor Code §§ 226 and
27 1174(d) and section 7 of the applicable IWC Wage Orders; and
28

1 (e) failing to produce timekeeping records in response to Plaintiff's timely and
2 lawful request to receive them under these authorities.

3 38. Defendants have also consistently failed to provide Class members with timely,
4 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
5 including by the above-described requirement of off the clock work, failure to pay all overtime
6 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
7 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
8 miscalculating any overtime or meal period or rest break premium wages and by the systematic
9 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
10 difficult to account with precision for the unlawfully withheld wages and meal and rest period
11 compensation owed to Plaintiff and the Class, during the liability period, including because they
12 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
13 and because they did not implement and preserve a record-keeping method as required for non-
14 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
15 California Wage Orders. Upon information and belief, time clock punches were not maintained or
16 were not accurately maintained for work shifts and meal periods. Defendants also failed to
17 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff
18 and the Class members, including by failing to pay all overtime hours at the correctly calculated
19 overtime premium rate.

20 39. Defendants also provided Plaintiff and the Class members with wage statements
21 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
22 For the same reasons as explained above, Plaintiff and the Class members were provided with
23 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
24 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
25 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
26 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants
27 were aware that Plaintiff and the Class members worked more total hours than were reflected on
28 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.

1 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
2 the actual hours they worked in total during a pay period and the rates they were paid for those
3 hours worked.

4 40. Defendants have thus also failed to comply with Labor Code § 226(a) by
5 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
6 members, along with the appropriate applicable rates, among others requirements. Plaintiff and
7 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
8 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
9 applicable California IWC Wage Orders by failing to maintain time records showing when the
10 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
11 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
12 payment of wages and accurately reporting total hours worked.

13 41. Defendants also required Plaintiff and the Class members to work hours off the
14 clock for which they were not compensated. They were also required to endure off the clock work
15 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
16 provided with sick pay and supplemental sick leave and were subjected to systematic off the clock
17 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
18 work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
19 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
20 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
21 two hours of their resignation, as required by California wage-and-hour laws, including under
22 Labor Code § 203.

23 42. From at least four years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have regularly required Plaintiff and the Class members to incur necessary
25 business expenses in the course of performing their required job duties without reimbursement.
26 These included the cell phone-related expenses Plaintiff incurred in responding to calls from
27 management and contractors on his personal phone and using the required application to input his
28 timekeeping, uniform and protective gear maintenance, and the purchase of protective gear such as

1 hard hats, safety vests, harnesses, safety goggles, and work boots Plaintiff incurred. Plaintiff and
2 the Class members must be reimbursed for these necessary business expenses under Labor Code §
3 2802, and Defendants systematically failed to do so.

4 43. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
5 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
6 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 511, 512, 558, 558.1, 1174, 1174.5,
7 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and California Code of
8 Regulations, Title 8, section 11000 *et seq.*

9 44. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
10 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
11 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
12 fraudulent practices alleged in this Complaint.

13 CLASS ALLEGATIONS

14 45. Plaintiff brings this class action on behalf of himself and all others similarly
15 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the
16 Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any
17 time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
18 determined by the Court (“the Class Period”), and who have been employed as non-exempt,
19 hourly employees within the State of California.” This includes all hourly building inspectors,
20 builders, suppliers, clean-up crews, and those in similar and related positions. Further, Plaintiff
21 seeks to represent the Subclasses composed of and defined as follows:

22 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
23 compensated for all hours worked for Defendants at the applicable minimum wage.

24 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
25 compensated for all hours worked for Defendants at the required rates of pay, including for all
26 hours worked in excess of eight in a day and/or forty in a week.

27 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
28 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-

1 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

2 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
3 Defendants' policy and/or practice of failing to authorize and permit Employees to take
4 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
5 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

6 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
7 applicable limitations period, were not provided with accurate itemized wage statements.

8 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members
9 who were subject to Defendants' policy and/or practice of deducting wages earned from their pay,
10 including by requiring off the clock work.

11 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
12 members who were subject to Defendants' policy and practice of not timely paying all wages
13 earned when they were due and payable at least twice monthly.

14 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
15 applicable limitations period, either voluntarily or involuntarily separated from their employment
16 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
17 termination.

18 i. Subclass 9. Payroll Records Subclass. All Class members who were subject to
19 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
20 by California wage-and-hour laws.

21 j. Subclass 10. Expense Reimbursement Subclass. All Class members who incurred
22 necessary and reasonable expenses in connection with performing their job duties for Defendants
23 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

24 k. Subclass 11. Unpaid Vacation Time Subclass. All Class members who are owed
25 vested vacation time.

26 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
27 result of Defendants' business acts and practices, to the extent such acts and practices are found to
28 be unlawful, deceptive, and/or unfair.

1 46. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
2 modify the class description with greater particularity or to provide further division into subclasses
3 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
4 against Defendants, the Class Period should be adjusted accordingly.

5 47. Defendants, as a matter of company policy, practice and procedure, and in violation
6 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
7 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
8 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
9 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the
10 benefit of this work, required Employees to perform this work and permitted or suffered to permit
11 this work. Defendants have uniformly denied these Class members wages to which these
12 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
13 order to unfairly cheat the competition and unlawfully profit.

14 48. This action has been brought and may properly be maintained as a class action
15 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
16 of interest in this litigation and the proposed Class is easily ascertainable from the employment
17 records for Plaintiff and the Class members that Defendants are required to maintain under
18 California law.

19 **A. Numerosity**

20 49. The potential members of the Class as defined are so numerous that joinder of all
21 the Class members is impracticable. While the precise number of Class member has not been
22 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
23 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
24 Class definition within the State of California. Plaintiff alleges that Defendants' employment
25 records will provide information as to the number and location of all Class members.

26 **B. Commonality**

27 50. There are questions of law and fact common to the Class that predominate over any
28 questions affecting only individual Class members. The common questions are numerous and

1 substantial and flow from Defendants' uniform policies and/or practices of violating the California
2 Labor Code addressed above. As such, these common questions predominate over individual
3 questions concerning each individual Class Member's showing as to his or her eligibility for
4 recovery or as to the amount of damages. These common questions of law and fact include:

- 5 a. Whether Defendants failed to pay Employees minimum wages;
- 6 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 7 c. Whether Defendants failed to pay Employees overtime as required under Labor
8 Code § 510;
- 9 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
10 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
11 premium pay in lieu thereof;
- 12 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
13 Orders, by failing to authorize and permit Employees to take requisite rest breaks
14 or provide premium pay in lieu thereof;
- 15 f. Whether Defendants violated Labor Code § 226(a) by providing Employees with
16 inaccurate wage statements and wage statements that omitted many of the Section
17 226(a) requirements.
- 18 g. Whether Defendants violated Labor Code § 221;
- 19 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
20 wages and compensation due and owing at the time of termination of employment;
- 21 i. Whether Defendants' conduct was willful;
- 22 j. Whether Defendants violated Labor Code § 226 and § 1174 and §1198 and the
23 IWC Wage Orders by failing to maintain accurate records of Class members'
24 earned wages and work periods;
- 25 k. Whether Defendants violated Labor Code § 1194 by failing to compensate all
26 Employees during the relevant time period for all hours worked, whether regular or
27 overtime;
- 28

- 1 l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
2 wages earned at least twice monthly;
- 3 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
4 business expenses incurred by Employees;
- 5 n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
6 providing employees with all required sick days and COVID-19 supplemental sick
7 leave;
- 8 o. Whether Defendants violated Labor Code § 227.3 by failing to pay Employees
9 vested vacation time at the time of their separation from Defendants' employment.
- 10 p. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 11 q. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 12 r. Whether Employees are entitled to equitable relief pursuant to Business and
13 Professions Code § 17200 *et seq.*

14 **C. Typicality**

15 51. The claims of the named Plaintiff are typical of those of the other Employees. The
16 Employee Class members all sustained injuries and damages arising out of and caused by
17 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
18 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
19 the off the clock work and meal and rest violations they were required to endure are typical of
20 those of the other Class members.

21 **D. Adequacy of Representation**

22 52. Plaintiff will fairly and adequately represent and protect the interest of the
23 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
24 experienced and competent in litigating employment class actions.

25 **E. Superiority of Class Action**

26 53. A class action is superior to other available means for the fair and efficient
27 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
28 questions of law and fact common to all Employees predominate over any questions affecting only

1 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
2 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

3 54. As to the issues raised in this case, a class action is superior to all other methods for
4 the fair and efficient adjudication of this controversy, as joinder of all Class members is
5 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
6 members. Further, as the economic or other loss suffered by vast numbers of Class members may
7 be relatively small, the expense and burden of individual actions makes it difficult for the Class
8 members to individually redress the wrongs they have suffered. Moreover, in the event
9 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
10 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
11 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
12 to vindicate their rights for violations they endured which they would otherwise be foreclosed
13 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

14 55. Class action treatment will allow those persons similarly situated to litigate their
15 claims in the manner that is most efficient and economical for the parties and the judicial system.
16 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
17 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
18 set forth the subject and nature of the instant action. The Defendants' own business records can be
19 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
20 that any further notice is required additional media and/or mailings can be used.

21 56. Defendants, as prospective and actual employers of the Employees in the Class,
22 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
23 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
24 Employees as well as the effect of any alleged arbitration agreements that may have been forced
25 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
26 and policies, most notably intentionally refusing to pay for all hours actually worked which should
27 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
28 agreements and policies and practices on the Employees and Class as a whole.

57. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of trial by jury, to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation tolled until such time as Plaintiff and the Class members discovered their claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

59. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and patients and by paying what should have been overtime hours as regular hours. Defendants' uniformly applied policies required systematic off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members, including by requiring systematic off the clock work. To the extent any local wage ordinances were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

1 60. In California, employees must be paid at least the applicable state minimum wage
2 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
3 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
4 California Labor Code § 204, other applicable laws and regulations, and public policy, an
5 employer must timely pay its employees for all hours worked. Defendants failed to do so.

6 61. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
7 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
8 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The
9 applicable minimum wage rate fixed by the commission for work during the relevant period is
10 found in the Wage Orders.

11 62. The minimum wage provisions of California Labor Code are enforceable by private
12 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
13 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
14 overtime compensation applicable to the employee is entitled to recover in a civil action the
15 unpaid balance of the full amount of this minimum wage or overtime compensation, including
16 interest thereon, reasonable attorney’s fees and costs of suit.”

17 63. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
18 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
19 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
20 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
21 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
22 the absence of a contractually agreed upon one.

23 64. In committing these violations of the California Labor Code, Defendants
24 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
25 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
26 time worked by Plaintiff and other members of the Class, including by requiring off the clock
27 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
28 all earned wages, and other benefits in violation of the California Labor Code, the Industrial

1 Welfare Commission requirements and other applicable laws and regulations. As a result of these
2 violations, Defendants also failed to timely pay all wages earned in accordance with California
3 Labor Code § 1194.

4 65. California Labor Code § 1194.2 also provides for the following remedies: “In any
5 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
6 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
7 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

8 66. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
9 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
10 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
11 pay each employee minimum wages.

12 67. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
13 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
14 interest thereon.

15 68. Defendants have the ability to pay minimum wages for all time worked and have
16 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
17 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

18 69. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
19 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
20 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
21 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
22 members of the Class further request recovery of all unpaid wages, according to proof, interest,
23 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
24 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
25 wage compensation is determined to be owed to the Class members who have terminated their
26 employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore
27 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
28 which penalties are sought herein on behalf of these Class members. Defendants’ failure to timely

1 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
2 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
3 alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class
4 members are entitled to seek and recover statutory costs.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

7 **(Against All Defendants)**

8 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 71. California Labor Code § 1194 provides that "any employee receiving less than the
11 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
12 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
13 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
14 may be maintained directly against the employer in an employee's name without first filing a
15 claim with the Division of Labor Standards and Enforcement.

16 72. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
17 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
18 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
19 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
20 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
21 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
22 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
23 work in a workweek.

24 73. Defendants had a consistent policy of not paying Employees wages for all hours
25 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
26 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
27 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
28 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the

1 clock work, as detailed above.

2 74. Defendants thus had a consistent policy of not paying Employees wages for all
3 hours worked, including hours at their required regular, overtime, and double-time rates.
4 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
5 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
6 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the
7 Class members all earned and owed straight time and overtime wages and other benefits, in
8 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
9 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
10 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
11 employees to work through meal periods or remain under Defendants' control when they were
12 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
13 respond to demands from customers and managers.

14 75. Therefore, Employees were not properly compensated, nor were they paid overtime
15 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
16 Based on information and belief, Defendants did not make available to Employees a reasonable
17 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
18 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
19 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
20 Class members to work through meal periods when they were required to be clocked out or to
21 otherwise work off the clock to complete their daily job duties.

22 76. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
23 regular wages owed and overtime compensation for all hours worked, as required by California
24 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
25 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
26 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

27 77. Additionally, Labor Code § 558(a) provides "any employer or other person acting
28 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
2 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
3 pay period for which the employee was underpaid in addition to an amount sufficient to recover
4 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
5 underpaid employee for each pay period for which the employee was underpaid in addition to an
6 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
7 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
8 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
9 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
10 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
11 Code § 558.

12 78. Defendants’ failure to pay compensation in a timely fashion also constituted a
13 violation of California Labor Code § 204, which requires that all wages shall be paid
14 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
15 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
16 and overtime compensation earned by Employees. Each such failure to make a timely payment of
17 compensation to Employees constitutes a separate violation of California Labor Code § 204.

18 79. Employees have been damaged by these violations of California Labor Code §§
19 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
20 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
21 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
22 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
23 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
24 any order or ruling of the commission.”

25 80. Consequently, pursuant to the California Labor Code, including Labor Code §§
26 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
27 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
28 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus

1 their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties
2 against Defendants, and each of them, and any additional sums as provided by the Labor Code
3 and/or other statutes.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PAY VACATION WAGES UNDER LABOR CODE § 227.3**

6 **(Against All Defendants)**

7 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 82. Cal. Labor Code § 227.3 requires that employers who provide employees with
10 vacation time must pay employees for all unused vacation at the time of termination of
11 employment.

12 83. Defendants violated Cal. Labor Code § 227.3 by failing to pay Plaintiff and Class
13 members the vacation time due and owing to them at the time of termination of their employment.

14 84. Consequently, pursuant to the California Labor Code, including Labor Code §§
15 227.3, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
16 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
17 all their vacation pay, with interest, plus their reasonable attorneys' fees and costs, as well as the
18 assessment of any statutory penalties against Defendants, and each of them, and any additional
19 sums as provided by the Labor Code and/or other statutes.

20 **FOURTH CAUSE OF ACTION**

21 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

22 **(Against All Defendants)**

23 85. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 86. Employees regularly worked shifts greater than five (5) hours and in some
26 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
27 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
28 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or

1 for a shift of more than ten (10) hours without providing him or her with a second meal period of
2 not less than thirty (30) minutes.

3 87. Defendants failed to provide Employees with meal periods as required under the
4 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
5 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
6 provided them after Employees worked beyond the fifth hour of their shifts or Employees
7 otherwise had them shortened and interrupted by work demands and requirements to perform off
8 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
9 on the occasions when Employees worked more than ten hours in a given shift, they did so
10 without receiving a second uninterrupted thirty-minute meal period as required by law.

11 88. Defendants thus failed to provide Plaintiff and the Class members with meal
12 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
13 including by not providing them with the opportunity to take meal breaks, by providing them late
14 or for less than thirty minutes, or by requiring them to perform work during breaks.

15 89. Moreover, Defendants failed to compensate Employees for each meal period not
16 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
17 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
18 employee a meal period in accordance with this section, the employer shall pay the employee one
19 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
20 period is not provided. As detailed above, when Defendants paid any meal period premiums, they
21 upon information and belief underpaid them by miscalculating the regular rate of compensation by
22 not including all forms of remuneration in it. Defendants thus failed to compensate the Employees
23 in the Class for each meal period not provided or inadequately provided, as required under Labor
24 Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

25 90. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
26 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
27 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
28 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory

1 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
2 other statutes and applicable IWC Wage Order paragraphs.

3 **FIFTH CAUSE OF ACTION**

4 **REST BREAK LIABILITY UNDER LABOR CODE § 226.7**

5 **(Against All Defendants)**

6 91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 92. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
9 provide that employers must authorize and permit all employees to take rest periods at the rate of
10 ten minutes net rest time per four (4) work hours.

11 93. Employees consistently worked consecutive four hour shifts and were generally
12 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
13 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
14 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
15 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
16 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
17 to authorize and permit Plaintiff and the Class members to take lawful rest breaks. Employees
18 were often required to work or to otherwise remain under Defendants' control during rest periods,
19 including by responding to work requirements, and had breaks provided untimely as a result of the
20 above described off the clock work.

21 94. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
22 Orders provide that if an employer fails to provide an employee rest period in accordance with this
23 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
24 compensation for each workday that the rest period is not provided. Defendants failed to do so.

25 95. Defendants, and each of them, have therefore intentionally and improperly denied
26 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
27 paragraph 12 of the applicable IWC Wage Orders.

96. Defendants failed to authorize and permit Plaintiff and the Class members to take rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break premiums, they upon information and belief, underpaid them by miscalculating the regular rate of compensation by not including all forms of remuneration in it. Defendants thus failed to compensate the Employees in the Class for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

97. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

98. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

99. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

1 100. Defendants failed to provide Plaintiff and the similarly situated Employee Class
2 members with accurate itemized wage statements in writing, as required by the Labor Code and
3 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
4 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
5 including for all overtime and double time hours worked and for deficient meal periods and rest
6 breaks, all of which Defendants knew or reasonably should have known were owed to the
7 Employees, as alleged above.

8 101. Throughout the liability period, Defendants intentionally failed to furnish to
9 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
10 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
11 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
12 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
13 the employee and only the last four digits of his or her social security number or an employee
14 identification number other than a social security number, (8) the name and address of the legal
15 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
16 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
17 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
18 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
19 members with such timely and accurate wage and hour statements.

20 102. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
21 and intentional failure to provide them with the wage and hour statements as required by law and
22 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
23 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
24 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
25 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
26 wage statement alone one or more of the following: (i) The amount of the gross wages or net
27 wages paid to the employee during the pay period or any of the other information required to be
28 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of

1 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
2 wages paid to the employee during the pay period, (iii) The name and address of the employer
3 and, (iv) The name of the employee and only the last four digits of his or her social security
4 number or an employee identification number other than a social security number. For purposes
5 of Labor Code § 226(e) “promptly and easily determine” means a reasonable person [i.e. an
6 objective standard] would be able to readily ascertain the information without reference to other
7 documents or information.

8 103. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
9 are required “to pay each employee, on the established payday for the period involved, not less
10 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
11 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
12 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members
13 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
14 4(B) and paragraph 20 of the applicable IWC Wage Orders.

15 104. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
16 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
17 Class suffered injuries, including among other things confusion over whether they received all
18 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
19 them to make mathematical computations to analyze whether the wages paid in fact compensated
20 them correctly for all hours worked.

21 105. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
22 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
23 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
24 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
25 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
26 an award of costs and reasonable attorneys’ fees.

27 ///

28 ///

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

106. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

107. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

108. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and the other Class members, as alleged above. By not compensating Employees for all hours worked and meal and rest period premiums, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

109. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

110. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

111. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following

1 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
2 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
3 calendar days following the close of the payroll period.” As detailed above, Defendants
4 maintained a consistently applied policy and practice of not paying all wages earned between the
5 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
6 between the 16th and the last day of the month between the 1st and 10th day of the following month.
7 Defendants similarly failed to pay all wages earned by not more than seven calendar days
8 following the close of the payroll period.

9 112. All wages due and owing to Plaintiff and the Class members, including as required
10 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
11 required by Labor Code § 1194 and other sections became due and payable to each employee in
12 each pay period that he or she was not provided with a meal period or rest period or paid straight
13 or overtime wages to which he or she was entitled.

14 113. Defendants violated Labor Code § 204 by systematically refusing to timely pay
15 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
16 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
17 payday for the period involved, not less than the applicable minimum wage for all hours worked in
18 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
19 hours than those fixed by the order or under conditions of labor prohibited by the order is
20 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
21 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
22 penalties under paragraph 20 of the applicable IWC Wage Orders.

23 114. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
24 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
25 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
26 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
27 applicable IWC Wage Orders.
28

NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

115. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

116. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

117. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

118. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment. Additionally, Defendants failed to pay Plaintiff his final check at the time of his termination.

119. Defendants thus failed to pay Plaintiff and the Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

120. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer

1 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
2 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
3 “violates...any provision of this chapter or any order or ruling of the commission.”

4 121. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
5 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
6 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
7 shall continue until paid for up to thirty (30) days from the date they were due.

8 **TENTH CAUSE OF ACTION**

9 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

10 **(Against All Defendants)**

11 122. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 123. California Labor Code § 1174 requires that all employers shall keep accurate time
14 and wage records for all employees. California Labor Code § 1174.5 further requires that any
15 employee suffering injury due to a willful violation of the aforementioned obligations may seek
16 damages, including civil penalties, from the employer.

17 124. During the course of Plaintiff’s and Employees’ employment, Defendants
18 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
19 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
20 premium pay as discussed above and failing to document and pay for actual hours worked.

21 125. Defendants are also required by the California Labor Code § 1198 and the
22 applicable Wage Order to maintain a tracking system that accurately records the times during
23 which Employees work.

24 126. Defendants have maintained a common unlawful policy and practice of failing to
25 accurately record all hours worked and all meal period start and end times.

26 127. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants
27 knew wages to be due but failed to pay them.

1 128. Accordingly, Defendants are liable for civil penalties pursuant to the California
2 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

3 **ELEVENTH CAUSE OF ACTION**
4 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**
5 **(Against All Defendants)**

6 129. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 130. Plaintiff is informed and believes and based thereon alleges that throughout the
9 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
10 related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred
11 in responding to calls from management and contractors on his personal phone, uniform and
12 protective gear maintenance, and the purchase of protective gear such as hard hats, safety vests,
13 harnesses, safety goggles, and work boots Plaintiff incurred. Plaintiff and the Class members must
14 be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
15 systematically failed to do so.

16 131. Defendants thus followed a uniform policy and practice of failing to reimburse
17 Employees for these necessary work related expenses or losses incurred in direct discharge of their
18 job duties during employment with Defendants and at the direction of the Defendants pursuant to
19 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

20 132. Defendants' knowing and willful failure to reimburse lawful necessary work related
21 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
22 things, Defendants did not inform employees of their right to be reimbursed for those work related
23 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
24 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
25 necessary expenses was an expected and essential function of their employment with Defendants
26 and that failure to incur those expenses would have adverse consequences on their employment.

27 133. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
28 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9

1 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
2 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
3 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
4 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

5 **TWELFTH CAUSE OF ACTION**
6 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
7 **(Against All Defendants)**

8 134. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
9 in full herein. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,
10 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
11 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
12 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
13 the public interest within the meaning of Code of Civil Procedure § 1021.5.

14 135. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
16 injunctive relief, restitution, and other appropriate equitable relief.

17 136. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
18 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
19 fraudulent in that Defendants' policy and practice failed to provide the required amount of
20 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
21 Class members for all hours worked, due to systematic business practices as alleged herein that
22 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
23 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
24 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
25 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

26 137. Wage-and-hour laws express fundamental public policies. Paying employees their
27 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
28 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State

1 vigorously to enforce minimum labor standards, to ensure that employees are not required or
2 permitted to work under substandard and unlawful conditions, and to protect law-abiding
3 employers and their employees from competitors who lower costs to themselves by failing to
4 comply with minimum labor standards.

5 138. Defendants have violated statutes and public policies. Through the conduct alleged
6 in this Complaint Defendants have acted contrary to these public policies, have violated specific
7 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
8 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
9 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
10 privileges guaranteed to all employees under the law.

11 139. Defendants' conduct, as alleged above, constitutes unfair competition in violation
12 of the Business & Professions Code § 17200 *et seq.*

13 140. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
14 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
15 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
16 violates the Business & Professions Code § 17200 *et seq.*

17 141. By the conduct alleged herein, Defendants have engaged and continue to engage in
18 a business practice which violates California and federal law, including but not limited to, the
19 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
20 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
21 Court should issue declaratory and other equitable relief pursuant to California Business &
22 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
23 constitute unfair competition, including restitution of wages wrongfully withheld.

24 142. As a proximate result of the above-mentioned acts of Defendants, Employees have
25 been damaged, in a sum to be proven at trial.

26 143. Unless restrained by this Court Defendants will continue to engage in such
27 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
28 should make such orders or judgments, including the appointment of a receiver, as may be

1 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
2 deceptive practice prohibited by the Business & Professions Code, including but not limited to
3 the disgorgement of such profits as may be necessary to restore Employees to the money
4 Defendants have unlawfully failed to pay.

5 **RELIEF REQUESTED**

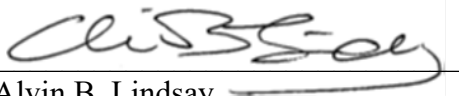
6 WHEREFORE, Plaintiff prays for the following relief:

- 7 1. For an order certifying this action as a class action;
- 8 2. For compensatory damages in the amount of the unpaid minimum wages for work
9 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
10 the filing of this action, as may be proven;
- 11 3. For liquidated damages in the amount equal to the unpaid minimum wage and
12 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 13 4. For compensatory damages in the amount of all unpaid wages, including overtime
14 and double-time pay, as may be proven;
- 15 5. For compensatory damages in the amount of the hourly wage made by Employees
16 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
17 years prior to the filing of this action, as may be proven;
- 18 6. For compensatory damages in the amount of the hourly wage made by Employees
19 for each day requisite rest breaks were not provided or were deficiently provided where no
20 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
21 be proven;
- 22 7. For compensatory damages in the amount of unpaid vacation owed to Employees
23 pursuant to Labor Code § 227.3;
- 24 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 25 9. For restitution and/or damages and penalties for Defendants' failure to pay all
26 wages due twice monthly under Labor Code § 204, as may be proven;
- 27 10. For restitution and/or damages for all amounts unlawfully withheld from the wages
28 for all class members in violation of Labor Code § 221, as may be proven;

11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
12. For penalties pursuant to Labor Code § 1174.5, as may be proven;
13. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
14. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
15. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
16. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
17. For other wages and penalties under the Labor Code as may be proven;
18. For all general, special, and incidental damages as may be proven;
19. For an award of pre-judgment and post-judgment interest;
20. For an award providing for the payment of the costs of this suit;
21. For an award of attorneys' fees; and
22. For such other and further relief as this Court may deem proper and just.

DATED: December 2, 2024

D.LAW, INC.

By 
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Joseph Garcia
and the putative class

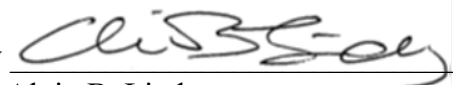
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: December 2, 2024

D.LAW, INC.

By



Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Joseph Garcia
and the putative class