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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JOSEPH NAUMANN and SARAH
LUCHUCK, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CENTRAL ADMIXTURE PHARMACY
SERVICES, INC., a Delaware corporation; and
DOES 1-50, Inclusive,

Defendant.

Case No: CGC-24-612758

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

12/22/2025
Clerk of the Court

BY: JEFFREY FLORES
Deputy Clerk

- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 9) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.]

DEMAND FOR A JURY TRIAL

Plaintiff JOSEPH NAUMANN (“PLAINTIFF NAUMANN”) and Plaintiff SARAH LUCHUCK (“PLAINTIFF LUCHUCK”) (collectively “PLAINTIFFS”), individuals, on behalf of themselves and all other similarly situated current and former employees, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant CENTRAL ADMIXTURE PHARMACY SERVICES, INC. (hereinafter “DEFENDANT”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT operates pharmaceutical companies throughout the state of California.

3. PLAINTIFF NAUMANN was employed by DEFENDANT in California from March of 2023 to July of 2023 as a non-exempt employee, paid on an hourly basis, and entitled

1 to the legally required meal and rest periods and payment of minimum and overtime wages due
2 for all time worked.

3 4. PLAINTIFF LUCHUCK was employed by DEFENDANT in California in or
4 around 2018 to 2022 as a non-exempt employee, paid on an hourly basis, and entitled to the legally
5 required meal and rest periods and payment of minimum and overtime wages due for all time
6 worked.

7 5. PLAINTIFFS bring this Class Action on behalf of themselves and a California
8 class, defined as all individuals who are or were employed as non-exempt employees of
9 DEFENDANT in California (the "CALIFORNIA CLASS") at any time during the period
10 beginning December 27, 2020, to July 27, 2025 (the "CLASS PERIOD"). The amount in
11 controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million
12 dollars (\$5,000,000.00).

13 6. PLAINTIFFS bring this Class Action on behalf of themselves and a
14 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
15 incurred during the CLASS PERIOD caused by DEFENDANT's uniform policy and practice
16 which failed to lawfully compensate these employees. DEFENDANT's uniform policy and
17 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
18 DEFENDANT retained and continues to retain wages due to PLAINTIFFS and the other members
19 of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA
20 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
21 named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been
22 economically injured by DEFENDANT's past and current unlawful conduct, and all other
23 appropriate legal and equitable relief.

24 7. The true names and capacities, whether individual, corporate, subsidiary,
25 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently
26 unknown to PLAINTIFFS who therefore sue these DEFENDANTS by such fictitious names
27 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to
28 allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.

1 PLAINTIFFS are informed and believe, and based upon that information and belief allege, that
2 the DEFENDANTS named in this Complaint, including DOES 1 through 50, inclusive, are
3 responsible in some manner for one or more of the events and happenings that proximately caused
4 the injuries and damages hereinafter alleged.

5 8. The agents, servants and/or employees of the DEFENDANTS and each of them
6 acting on behalf of the DEFENDANTS acted within the course and scope of his, her or its
7 authority as the agent, servant and/or employee of the DEFENDANTS, and personally
8 participated in the conduct alleged herein on behalf of the DEFENDANTS with respect to the
9 conduct alleged herein. Consequently, the acts of each DEFENDANT are legally attributable to
10 the other DEFENDANTS and all DEFENDANTS are jointly and severally liable to PLAINTIFFS
11 and the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
12 of the conduct of the DEFENDANTS' agents, servants and/or employees.

13 9. DEFENDANT was PLAINTIFFS' employer or persons acting on behalf of the
14 PLAINTIFFS' employer, within the meaning of California Labor Code § 558, who violated or
15 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
16 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
17 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
18 at all relevant times.

19 10. DEFENDANT was PLAINTIFFS' employer or persons acting on behalf of
20 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
21 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
22 employee a wage less than the minimum fixed by California state law, and as such, are subject to
23 civil penalties for each underpaid employee.

24 11. DEFENDANT's uniform policies and practices alleged herein were unlawful,
25 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain
26 wages due to PLAINTIFFS and other members of the CALIFORNIA CLASS.

27 12. PLAINTIFFS and other members of the CALIFORNIA CLASS seek an injunction
28 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFFS and

1 other members of the CALIFORNIA CLASS who have been economically injured by
2 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
3 relief.

4 **JURISDICTION AND VENUE**

5 13. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
7 action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees
8 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

9 14. Venue is proper in this Court pursuant to California Code of Civil Procedure,
10 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
11 the CALIFORNIA CLASS across California, including in this County, and committed the
12 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

13 **THE CONDUCT**

14 15. In violation of the applicable sections of the California Labor Code and the
15 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
16 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
17 failed to provide legally compliant meal and rest periods, failed to accurately compensate
18 PLAINTIFFS and the other members of the CALIFORNIA CLASS for missed meal and rest
19 periods, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all
20 time worked, failed to compensate PLAINTIFFS for off-the-clock work, failed to pay
21 PLAINTIFFS and the other members of the CALIFORNIA CLASS overtime at the correct
22 regular rate of pay, failed to compensate PLAINTIFFS and other members of the CALIFORNIA
23 CLASS for meal and rest premiums at the regular rate, failed to reimburse PLAINTIFFS and other
24 CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFFS and
25 the members of the CALIFORNIA CLASS with accurate itemized wage statements showing,
26 among other things, all applicable hourly rates in effect during the pay periods and the
27 corresponding amount of time worked at each hourly rate. DEFENDANT's uniform policies and
28 practices are intended to purposefully avoid the accurate and full payment for all time worked as

1 required by California law which allows DEFENDANT to illegally profit and gain an unfair
2 advantage over competitors who comply with the law. To the extent equitable tolling operates to
3 toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be
4 adjusted accordingly.

5 **A. Meal Period Violations**

6 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
7 required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked,
8 meaning the time during which an employee is subject to the control of an employer, including
9 all the time the employee is suffered or permitted to work. From time to time during the CLASS
10 PERIOD, DEFENDANT required PLAINTIFFS and CALIFORNIA CLASS Members to work
11 without paying them for all the time they were under DEFENDANT's control. Specifically,
12 DEFENDANT required PLAINTIFFS to work while clocked out during what was supposed to
13 be PLAINTIFFS' off-duty meal break. Indeed, there were many days where PLAINTIFFS did
14 not even receive a partial lunch. As a result, the PLAINTIFFS and other CALIFORNIA CLASS
15 Members forfeited minimum wage and overtime compensation by regularly working without their
16 time being accurately recorded and without compensation at the applicable minimum wage and
17 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFFS and other
18 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
19 records.

20 17. From time to time during the CLASS PERIOD, as a result of their rigorous work
21 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFFS and other
22 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
23 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other
24 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
25 more than five (5) hours during some shifts without receiving a meal break. Further,
26 DEFENDANT fails to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second
27 off-duty meal period for some workdays in which these employees are required by DEFENDANT
28 to work ten (10) hours of work. The nature of the work performed by PLAINTIFFS and other

1 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed “on-
2 duty” meal period exception. When they were provided with meal periods, PLAINTIFFS and
3 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and
4 on call. DEFENDANT’s failure to provide PLAINTIFFS and the CALIFORNIA CLASS
5 Members with legally required meal breaks is evidenced by DEFENDANT’s business records.
6 PLAINTIFFS and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
7 without additional compensation and in accordance with DEFENDANT’s strict corporate policy
8 and practice.

9 **B. Rest Period Violations**

10 18. From time to time during the CLASS PERIOD, PLAINTIFFS and other
11 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
12 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
13 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied
14 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
15 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
16 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
17 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
18 time to time. When they were provided with rest breaks, PLAINTIFFS and other CALIFORNIA
19 CLASS Members were, from time to time, required to remain on duty and/or on call.
20 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
21 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT’s inadequate
22 staffing, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to time denied
23 their proper rest periods by DEFENDANT and DEFENDANT’s managers.

24 **C. Unreimbursed Business Expenses**

25 19. DEFENDANT as a matter of corporate policy, practice, and procedure,
26 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
27 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
28 PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging

1 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
2 are required to indemnify employees for all expenses incurred in the course and scope of their
3 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
4 employee for all necessary expenditures or losses incurred by the employee in direct consequence
5 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
6 even though unlawful, unless the employee, at the time of obeying the directions, believed them
7 to be unlawful."

8 20. In the course of their employment, DEFENDANT required PLAINTIFFS and
9 other CALIFORNIA CLASS Members to use their personal cell phones as a result of and in
10 furtherance of their job duties, including but not limited to receiving and/or responding to work-
11 related communications and performing work-related duties. However, DEFENDANT
12 unlawfully failed to reimburse PLAINTIFFS and other CALIFORNIA CLASS Members for the
13 use of their personal cell phones. As a result, in the course of their employment with
14 DEFENDANT, the PLAINTIFFS and other CALIFORNIA CLASS Members incurred
15 unreimbursed business expenses that included, but were not limited to, costs related to the use of
16 their personal cell phones.

17 **D. Wage Statement Violations**

18 21. California Labor Code Section 226 required an employer to furnish its employees
19 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
20 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
21 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
22 name of the employee and only the last four digits of the employee's social security number or an
23 employee identification number other than a social security number, (8) the name and address of
24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly rate by the employee.

26 22. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
27 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
28 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also

1 failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and
2 accurate wage statements which failed to show, among other things, all deductions, the total hours
3 worked and all applicable hourly rates in effect during the pay period and the corresponding
4 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
5 meal and rest periods.

6 23. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
7 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with
8 Cal. Lab. Code § 226.

9 24. As a result, DEFENDANT issued PLAINTIFFS and other members of the
10 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
11 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
12 payroll error due to clerical or inadvertent mistake.

13 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

14 25. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
15 continues to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS
16 for all hours worked.

17 26. During the CLASS PERIOD, from time-to-time DEFENDANT required
18 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
19 work. This resulted in PLAINTIFFS and other members of the CALIFORNIA CLASS to have
20 to work while off-the-clock.

21 27. DEFENDANT directed and directly benefited from the undercompensated off-the-
22 clock work performed by PLAINTIFFS and the other CALIFORNIA CLASS Members.

23 28. DEFENDANT controlled the work schedules, duties, and protocols, applications,
24 assignments, and employment conditions of PLAINTIFFS and the other members of the
25 CALIFORNIA CLASS.

26 29. DEFENDANT was able to track the amount of time PLAINTIFFS and the other
27 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
28

1 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all
2 wages earned and owed for all the work they performed.

3 30. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-
4 exempt employees, subject to the requirements of the California Labor Code.

5 31. DEFENDANT's policies and practices deprived PLAINTIFFS and the other
6 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
7 for the off-the-clock work activities. Because PLAINTIFFS and the other members of the
8 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
9 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
10 pay.

11 32. DEFENDANT knew or should have known that PLAINTIFFS and the other
12 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

13 33. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
14 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
15 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
16 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
17 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
18 records.

19 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
20 **and Redeemed Sick Pay**

21 34. From time to time during the CLASS PERIOD, DEFENDANT failed and
22 continues to fail to accurately calculate and pay PLAINTIFFS and the other CALIFORNIA
23 CLASS Members for their overtime and double time hours worked, meal and rest period
24 premiums, and redeemed sick pay. As a result, PLAINTIFFS and the other CALIFORNIA
25 CLASS Members forfeited wages due to them for working overtime without compensation at the
26 correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay
27 rates. DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS
28 Members at the correct rate for all overtime and double time worked, meal and rest period

1 premiums, and sick pay in accordance with applicable law is evidenced by DEFENDANT's
2 business records.

3 35. State law provides that employees must be paid overtime at one-and-one-half times
4 their "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS Members were
5 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
6 employee's performance.

7 36. The second component of PLAINTIFFS' and other CALIFORNIA CLASS
8 Members' compensation was DEFENDANT's non-discretionary incentive program that paid
9 PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their
10 performance for DEFENDANT. The non-discretionary bonus program provided all employees
11 paid on an hourly basis with bonus compensation when the employees met the various
12 performance goals set by DEFENDANT.

13 37. However, from time to time, when calculating the regular rate of pay in those pay
14 periods where PLAINTIFFS and other CALIFORNIA CLASS Members worked overtime,
15 double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned
16 non-discretionary bonuses, DEFENDANT failed to accurately include the non-discretionary
17 bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours
18 worked rather than just all non-overtime hours worked. Management and supervisors described
19 the incentive/bonus program to potential and new employees as part of the compensation package.
20 As a matter of law, the incentive compensation received by PLAINTIFFS and other
21 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure to do
22 so has resulted in a systematic underpayment of overtime and double time compensation, meal
23 and rest period premium payments, and redeemed sick pay to PLAINTIFFS and other
24 CALIFORNIA CLASS Members by DEFENDANT. Specifically, California Labor Code Section
25 246 mandates that paid sick time for non-exempt employees shall be calculated in the same
26 manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid
27 sick time, whether or not the employee actually works overtime in that workweek.
28 DEFENDANT's conduct, as articulated herein, by failing to include the incentive compensation

1 as part of the “regular rate of pay” for purposes of sick pay compensation was in violation of Cal.
2 Lab. Code § 246, the underpayment of which is recoverable under Cal. Lab. Code Sections 201,
3 202, 203, and/or 204.

4 38. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a
6 matter of company policy, practice, and procedure, intentionally and knowingly failed to
7 compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS at the correct
8 rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
9 sick pay as required by California law which allowed DEFENDANT to illegally profit and gain
10 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
11 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANT, the
12 CLASS PERIOD should be adjusted accordingly.

13 **G. Violations for Untimely Payment of Wages**

14 39. Pursuant to California Labor Code section 204, PLAINTIFFS and the
15 CALIFORNIA CLASS members were entitled to timely payment of wages during their
16 employment. PLAINTIFFS and the CALIFORNIA CLASS members, from time to time, did not
17 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
18 meal period premium wages, and rest period premium wages within the permissible time period.

19 40. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the
20 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to
21 Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall become
22 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
23 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
24 wages at the time of quitting.” PLAINTIFFS and the CALIFORNIA CLASS Members were, from
25 time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or
26 at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

27 41. As such, PLAINTIFFS demand up to thirty days of pay as penalty for not timely
28 paying all wages due at time of termination for all CALIFORNIA CLASS Members whose

1 employment ended during the CLASS PERIOD.

2 **H. Unlawful Deductions**

3 42. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFFS
4 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
5 so or notice to PLAINTIFFS and the CALIFORNIA CLASS Members. As a result,
6 DEFENDANT violated Labor Code § 221.

7 **I. Timekeeping Manipulation**

8 43. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an
9 immutable timekeeping system to accurately record and pay PLAINTIFFS and other members
10 of the CALIFORNIA CLASS for the actual time PLAINTIFFS and other members of the
11 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
12 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
13 unilaterally alter the time recorded in DEFENDANT'S timekeeping system for PLAINTIFFS
14 and other members of the CALIFORNIA CLASS in order to avoid paying these employees for
15 all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks
16 and missed rest breaks.

17 44. As a result, PLAINTIFFS and other members of the CALIFORNIA CLASS, from
18 time-to-time, forfeited time worked by working without their time being accurately recorded and
19 without compensation at the applicable pay rates.

20 45. The mutability of the timekeeping system also allowed DEFENDANT to alter
21 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT's
22 timekeeping system so as to create the appearance that PLAINTIFFS and other members of the
23 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
24 were not at all times provided an off-duty meal break. This practice is a direct result of
25 DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30)
26 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

27 46. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
28 forfeited wages due them for all hours worked at DEFENDANT'S direction, control and benefit

1 for the time the timekeeping system was inoperable. DEFENDANT’S uniform policy and
2 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
3 hours worked in accordance with applicable law is evidenced by DEFENDANT’S business
4 records.

5 **J. Unlawful Rounding Practices**

6 47. During the CLASS PERIOD, DEFENDANT did not have in place an immutable
7 timekeeping system to accurately record and pay PLAINTIFFS and other CALIFORNIA
8 CLASS Members for the actual time these employees worked each day, including overtime
9 hours. Specifically, DEFENDANT had in place an unlawful rounding policy and practice that
10 resulted in PLAINTIFFS and CALIFORNIA CLASS Members being undercompensated for all
11 of their time worked. As a result, DEFENDANT was able to and did in fact unlawfully, and
12 unilaterally round the time recorded in DEFENDANT’s timekeeping system for PLAINTIFFS
13 and the members of the CALIFORNIA CLASS in order to avoid paying these employees for all
14 their time worked, including the applicable overtime compensation for overtime worked. As a
15 result, PLAINTIFFS and other CALIFORNIA CLASS Members, from time to time, forfeited
16 compensation for their time worked by working without their time being accurately recorded and
17 without compensation at the applicable overtime rates.

18 48. Further, the mutability of DEFENDANT’s timekeeping system and unlawful
19 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members’
20 time being inaccurately recorded. As a result, from time to time, DEFENDANT’s unlawful
21 rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to
22 perform work as ordered by DEFENDANT’s for more than five (5) hours during a shift without
23 receiving an off-duty meal break.

24 **K. Sick Pay Violations**

25 49. Cal. Labor Code Section 246 (a)(1) mandates that “An employee who, on or after
26 July 1, 2015, works in California for the same employer for 30 or more days within a year from
27 the commencement of employment is entitled to paid sick days as specified in this section.”
28 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From

1 time to time, DEFENDANT failed to have a policy or practice in place that provided
2 PLAINTIFFS and other members of the CALIFORNIA CLASS with sick days and/or paid sick
3 leave.

4 50. California Labor Code Section 246(i) requires an employer to furnish its
5 employees with written wage statements setting forth the amount of paid sick leave available.
6 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish
7 PLAINTIFFS and other members of the CALIFORNIA CLASS with wage statements setting
8 forth the amount of paid sick leave available.

9 51. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to
10 take off duty meal and rest breaks and were not fully relieved of duty for their rest and meal
11 periods. PLAINTIFFS were required to perform work as ordered by DEFENDANT for more than
12 five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT
13 failed to provide PLAINTIFFS with a second off-duty meal period each workday in which they
14 were required by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided
15 PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on-duty and on-call for the
16 rest break. DEFENDANT policy caused PLAINTIFFS to remain on-call and on-duty during what
17 was supposed to be their off-duty meal periods. PLAINTIFFS therefore forfeited meal and rest
18 breaks without additional compensation and in accordance with DEFENDANT'S strict corporate
19 policy and practice. Moreover, DEFENDANT also provided PLAINTIFFS with paystubs that
20 failed to comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse
21 PLAINTIFFS for required business expenses related to the use of their personal cell phones and
22 the purchase of their own tools, on behalf of and in furtherance of their employment with
23 DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFFS the minimum, overtime
24 and double time compensation still owed to them or any penalty wages owed to them under Cal.
25 Lab. Code § 203. The amount in controversy for PLAINTIFFS individually does not exceed the
26 sum or value of \$75,000.

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CLASS ACTION ALLEGATIONS

52. PLAINTIFFS bring this Class Action on behalf of themselves, and a California class defined as all individuals who are or were employed as non-exempt employees of DEFENDANT in California (the “CALIFORNIA CLASS”) at any time during the period beginning December 27, 2019, to July 27, 2025 (the “CLASS PERIOD”).

53. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failed to reimburse for business expenses, failed to compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

54. The members of the class are so numerous that joinder of all class members is impractical.

55. Common questions of law and fact regarding DEFENDANT’s conduct, including but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failing to provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure to provide accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANT maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;

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- c. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFFS and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFFS and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

56. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT's conduct and actions alleged herein.

57. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFFS have the same interests as the other members of the class.

58. PLAINTIFFS will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

59. PLAINTIFFS retained able class counsel with extensive experience in class action litigation.

1 60. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the
2 interest of the other CALIFORNIA CLASS Members.

3 61. There is a strong community of interest among PLAINTIFFS and the members of
4 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
5 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
6 sustained.

7 62. The questions of law and fact common to the CALIFORNIA CLASS Members
8 predominate over any questions affecting only individual members, including legal and factual
9 issues relating to liability and damages.

10 63. A class action is superior to other available methods for the fair and efficient
11 adjudication of this controversy because joinder of all class members is impractical. Moreover,
12 since the damages suffered by individual members of the class may be relatively small, the
13 expense and burden of individual litigation makes it practically impossible for the members of
14 the class individually to redress the wrongs done to them. Without class certification and
15 determination of declaratory, injunctive, statutory, and other legal questions within the class
16 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS
17 will create the risk of:

18 a. Inconsistent or varying adjudications with respect to individual members of the
19 CALIFORNIA CLASS which would establish incompatible standards of conduct
20 for the parties opposing the CALIFORNIA CLASS; and/or,

21 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
22 which would as a practical matter be dispositive of the interests of the other
23 members not party to the adjudication or substantially impair or impede their
24 ability to protect their interests.

25 64. Class treatment provides manageable judicial treatment calculated to bring an
26 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
27 the conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)**

5 65. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 66. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
9 Code § 17201.

10 67. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
12 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
13 as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair competition may
15 be enjoined in any court of competent jurisdiction. The court may make such orders or
16 judgments, including the appointment of a receiver, as may be necessary to prevent the
17 use or employment by any person of any practice which constitutes unfair competition, as
18 defined in this chapter, or as may be necessary to restore to any person in interest any
19 money or property, real or personal, which may have been acquired by means of such
20 unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 68. By the conduct alleged herein, DEFENDANT has engaged and continues to
22 engage in a business practice which violates California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 69. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
or substantially injurious to employees, and were without valid justification or utility for which

1 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
2 Business & Professions Code, including restitution of wages wrongfully withheld.

3 70. By the conduct alleged herein, DEFENDANT's practices were deceptive and
4 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
5 mandated meal and rest periods and the required amount of compensation for missed meal and
6 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
7 necessary business expenses incurred, due to a systematic business practice that cannot be
8 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
9 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
10 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
11 restitution of wages wrongfully withheld.

12 71. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
13 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and
14 the other members of the CALIFORNIA CLASS to be underpaid during their employment with
15 DEFENDANT.

16 72. By the conduct alleged herein, DEFENDANT's practices were also unfair and
17 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
18 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as
19 required by Cal. Lab. Code §§ 226.7 and 512.

20 73. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
21 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
22 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
23 each workday in which a second off-duty meal period was not timely provided for each ten (10)
24 hours of work.

25 74. PLAINTIFFS further demand on behalf of themselves and on behalf of each
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
27 was not timely provided as required by law.

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1 75. By and through the unlawful and unfair business practices described herein,
2 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
3 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
4 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
5 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
6 to unfairly compete against competitors who comply with the law.

7 76. All the acts described herein as violations of, among other things, the Industrial
8 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
9 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
10 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
11 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

12 77. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
13 to, and do, seek such relief as may be necessary to restore to them the money and property which
14 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
15 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
16 unfair business practices, including earned but unpaid wages for all time worked.

17 78. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
19 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
20 engaging in any unlawful and unfair business practices in the future.

21 79. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain,
22 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
23 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
24 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other
25 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable
26 legal and economic harm unless DEFENDANT is restrained from continuing to engage in these
27 unlawful and unfair business practices.

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1 87. In committing these violations of the California Labor Code, DEFENDANT
2 inaccurately calculated the correct time worked and consequently underpaid the actual time
3 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANT
4 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
5 violation of the California Labor Code, the Industrial Welfare Commission requirements and
6 other applicable laws and regulations.

7 88. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
8 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
9 minimum wage compensation for their time worked for DEFENDANT.

10 89. During the CLASS PERIOD, PLAINTIFFS and the other members of the
11 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
12 failure to pay all earned wages.

13 90. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
14 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
15 time they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have
16 suffered and will continue to suffer an economic injury in amounts which are presently unknown
17 to them, and which will be ascertained according to proof at trial.

18 91. DEFENDANT knew or should have known that PLAINTIFFS and the other
19 members of the CALIFORNIA CLASS were under-compensated for their time worked.
20 DEFENDANT systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
22 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
23 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct minimum wages
24 for their time worked.

25 92. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and
3 legal rights, and otherwise causing them injury in order to increase company profits at the
4 expense of these employees.

5 93. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
6 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
7 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
8 California Labor Code and/or other applicable statutes. To the extent minimum wage
9 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
10 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
11 202, and therefore these individuals are also entitled to waiting time penalties under Cal. Lab.
12 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
13 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
14 faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and
15 recover statutory costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

19 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANTS)**

20 94. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 95. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
24 for DEFENDANT's willful and intentional violations of the California Labor Code and the
25 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees
26 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
27 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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1 96. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
2 policy, an employer must timely pay its employees for all hours worked.

3 97. Cal. Lab. Code § 510 provides that employees in California shall not be employed
4 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
5 they receive additional compensation beyond their regular wages in amounts specified by law.

6 98. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
7 including minimum and overtime compensation and interest thereon, together with the costs of
8 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
9 than those fixed by the Industrial Welfare Commission is unlawful.

10 99. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members
11 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
12 they worked, including overtime work.

13 100. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
14 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
15 implementing a uniform policy and practice that failed to accurately record overtime worked by
16 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
17 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,
18 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
19 (12) hours in a workday, and/or forty (40) hours in any workweek.

20 101. In committing these violations of the California Labor Code, DEFENDANT
21 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
22 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
23 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
24 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
25 regulations.

26 102. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
27 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
28 overtime compensation for their time worked for DEFENDANT.

1 103. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
2 from the overtime requirements of the law. None of these exemptions are applicable to
3 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and
4 the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
5 agreement that would preclude the causes of action contained herein in this Complaint. Rather,
6 PLAINTIFFS bring this Action on behalf of themselves and the CALIFORNIA CLASS based
7 on DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
8 California.

9 104. During the CLASS PERIOD, PLAINTIFFS and the other members of the
10 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to,
11 constituting a failure to pay all earned wages.

12 105. DEFENDANT failed to accurately pay PLAINTIFFS and the other members of
13 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
14 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
15 though PLAINTIFFS and the other members of the CALIFORNIA CLASS were regularly
16 required to work, and did in fact work overtime, and did in fact work overtime as to which
17 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business
18 records and witnessed by employees.

19 106. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
20 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
21 amount of overtime they worked, PLAINTIFFS and the other members of the CALIFORNIA
22 CLASS have suffered and will continue to suffer an economic injury in amounts which are
23 presently unknown to them, and which will be ascertained according to proof at trial.

24 107. DEFENDANT knew or should have known that PLAINTIFFS and the other
25 members of the CALIFORNIA CLASS were undercompensated for their time worked.
26 DEFENDANT systematically elected, either through intentional malfeasance or gross
27 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
28 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay

1 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages
2 for their overtime worked.

3 108. In performing the acts and practices herein alleged in violation of California labor
4 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
5 and provide them with the requisite compensation, DEFENDANT acted and continues to act
6 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
7 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
8 consequences to them, and with the despicable intent of depriving them of their property and
9 legal rights, and otherwise causing them injury in order to increase company profits at the
10 expense of these employees.

11 109. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS
12 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
13 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
14 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
15 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
16 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and
17 therefore these individuals are also entitled to waiting time penalties under Cal. Lab. Code § 203,
18 which penalties are sought herein. DEFENDANT's conduct as alleged herein was willful,
19 intentional, and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS
20 Members are entitled to seek and recover statutory costs.

21 **FOURTH CAUSE OF ACTION**

22 **Failure To Provide Required Meal Periods**

23 **(Cal. Lab. Code §§ 226.7 & 512)**

24 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)**

25 110. PLAINTIFFS and the other members of the CALIFORNIA CLASS, reallege and
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
27 Complaint.

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1 111. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
2 required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members
3 as required by the applicable Wage Order and Labor Code. The nature of the work performed by
4 PLAINTIFFS and CALIFORNIA CLASS Members did not prevent these employees from being
5 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
6 rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were often
7 not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
8 DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with
9 legally required meal breaks prior to their fifth (5th) hour of work is evidenced by
10 DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFFS and
11 CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which
12 these employees were required by DEFENDANT to work ten (10) hours of work. As a result,
13 PLAINTIFFS and other members of the CALIFORNIA CLASS forfeited meal breaks without
14 additional compensation and in accordance with DEFENDANT's strict corporate policy and
15 practice.

16 112. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
17 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members
18 who were not provided a meal period, in accordance with the applicable Wage Order, one
19 additional hour of compensation at each employee's regular rate of pay for each workday that a
20 meal period was not provided.

21 113. As a proximate result of the aforementioned violations, PLAINTIFFS and
22 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
23 and seek all wages earned and due, interest, penalties, expenses and costs of suit.
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1 **FIFTH CAUSE OF ACTION**

2 **Failure To Provide Required Rest Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

4 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)**

5 114. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 115. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were
9 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
10 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
11 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten
12 (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second
13 and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
14 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
15 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFFS and other
16 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
17 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
18 PLAINTIFFS and other CALIFORNIA CLASS Members for their rest periods as required by
19 the applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
20 PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest
21 periods is evidenced by DEFENDANT's business records.

22 116. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
23 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members
24 who were not provided a rest period, in accordance with the applicable Wage Order, one
25 additional hour of compensation at each employee's regular rate of pay for each workday that
26 rest period was not provided.

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117. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

Failure To Reimburse Employees For Required Expenses

(Cal. Lab. Code §§ 2802)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)

118. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

119. Cal. Lab. Code § 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

120. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses which included, but were not limited to, their personal cell phones as a result of and in furtherance of their job duties, including but not limited to receiving and/or responding to work-related communications and performing work-related duties. Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cell phones to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses resulting from using their personal cell phones for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties.

1 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation.
2 Although these expenses were necessary expenses incurred by PLAINTIFFS and the
3 CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse
4 PLAINTIFFS and the CALIFORNIA CLASS members for these expenses as an employer is
5 required to do under the laws and regulations of California.

6 121. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred
7 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
8 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the
9 statutory rate and costs under Cal. Lab. Code § 2802.

10 **SEVENTH CAUSE OF ACTION**

11 **Failure To Provide Accurate Itemized Statements**

12 **(Cal. Lab. Code § 226)**

13 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)**

14 122. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
15 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
16 Complaint.

17 123. Cal. Labor Code § 226 provides that an employer must furnish employees with an
18 "accurate itemized" statement in writing showing:

- 19 a. Gross wages earned,
- 20 b. (2) total hours worked by the employee, except for any employee whose
21 compensation is solely based on a salary and who is exempt from payment of
22 overtime under subdivision (a) of Section 515 or any applicable order of the
23 Industrial Welfare Commission,
- 24 c. the number of piece-rate units earned and any applicable piece rate if the employee
25 is paid on a piece-rate basis,
- 26 d. all deductions, provided that all deductions made on written orders of the employee
27 may be aggregated and shown as one item,
- 28 e. net wages earned,

- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

124. When DEFENDANT did not accurately record PLAINTIFFS' and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

125. In addition to the foregoing, DEFENDANT failed to provide itemized wage statements to PLAINTIFFS and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

126. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay

1 period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but
2 in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS and each respective
3 member of the CALIFORNIA CLASS herein).

4 **EIGHTH CAUSE OF ACTION**

5 **Failure To Pay Wages When Due**

6 **(Cal. Lab. Code § 203)**

7 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)**

8 127. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
10 Complaint.

11 128. Cal. Lab. Code § 200 provides that:

12 As used in this article:

- 13 (d) "Wages" includes all amounts for labor performed by employees of every
14 description, whether the amount is fixed or ascertained by the standard of time,
15 task, piece, commission basis, or other method of calculation.
16 (e) "Labor" includes labor, work, or service whether rendered or performed under
17 contract, subcontract, partnership, station plan, or other agreement if the labor to
18 be paid for is performed personally by the person demanding payment.

19 129. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
20 an employee, the wages earned and unpaid at the time of discharge are due and payable
21 immediately."

22 130. Cal. Lab. Code § 202 provides, in relevant part, that:

23 If an employee not having a written contract for a definite period quits his or her
24 employment, his or her wages shall become due and payable not later than 72 hours
25 thereafter, unless the employee has given 72 hours previous notice of his or her intention
26 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
27 Notwithstanding any other provision of law, an employee who quits without providing a
28 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
designates a mailing address. The date of the mailing shall constitute the date of payment
for purposes of the requirement to provide payment within 72 hours of the notice of
quitting.

131. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS
Members' employment contract.

132. Cal. Lab. Code § 203 provides:

1 If an employer willfully fails to pay, without abatement or reduction, in accordance with
2 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
3 quits, the wages of the employee shall continue as a penalty from the due date thereof at
the same rate until paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days.

4 133. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members
5 terminated, and DEFENDANT has not tendered payment of wages to these employees who
6 missed meal and rest breaks, as required by law.

7 134. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
8 members of the CALIFORNIA CLASS whose employment has, PLAINTIFFS demand up to
9 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
10 employees who terminated employment during the CLASS PERIOD and demands an accounting
11 and payment of all wages due, plus interest and statutory costs as allowed by law.

12 **NINTH CAUSE OF ACTION**

13 **Violation of the Private Attorneys General Act**

14 **(Cal. Lab. Code §§2698 et seq.)**

15 **(Alleged by PLAINTIFF NAUMANN against all DEFENDANTS)**

16 135. PLAINTIFF NAUMANN realleges and incorporates by this reference, as though
17 fully set forth herein, the prior paragraphs of this Complaint.

18 136. PAGA is a mechanism by which the State of California itself can enforce state
19 labor laws through the employee suing under the PAGA who does so as the proxy or agent of the
20 state's labor law enforcement f. An action to recover civil penalties under PAGA is fundamentally
21 a law enforcement action designed to protect the public and not to benefit private parties. The
22 purpose of the PAGA is not to recover damages or restitution, but to create a means of
23 "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA,
24 the California Legislature specified that "it was ... in the public interest to allow aggrieved
25 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
26 ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

27 137. PLAINTIFF NAUMANN, and such persons that may be added from time to time
28 who satisfy the requirements and exhaust the administrative procedures under the Private

1 Attorney General Act, bring this individual PAGA and Representative Action on behalf of the
2 State of California with respect to himself and all individuals who are or were employed by
3 DEFENDANT during the time period of December 24, 2022, to July 27, 2025 (the
4 “AGGRIEVED EMPLOYEES”).

5 138. On December 21, 2023, PLAINTIFF NAUMANN gave written notice by certified
6 mail to the Labor and Workforce Development Agency (the “Agency”) and the employer of the
7 specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3.
8 See **Exhibit #1**, attached hereto and incorporated by this reference herein. The statutory waiting
9 period for PLAINTIFF NAUMANN to add these allegations to the Complaint has expired. As a
10 result, pursuant to Section 2699.3, PLAINTIFF NAUMANN may now commence a
11 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
12 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

13 139. The policies, acts and practices heretofore described were and are an unlawful
14 business act or practice because DEFENDANT (a) failed to pay PLAINTIFF NAUMANN and
15 AGGRIEVED EMPLOYEES minimum wages and overtime wages, (b) failed to provide
16 PLAINTIFF NAUMANN and AGGRIEVED EMPLOYEES legally required meal and rest
17 breaks, (c) failed to pay PLAINTIFF NAUMANN and AGGRIEVED EMPLOYEES at the
18 correct regular rate of pay, (d) failed to pay PLAINTIFF NAUMANN and AGGRIEVED
19 EMPLOYEES for all time worked, and (e) failed to timely pay wages, all in violation of the
20 applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor
21 Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246,
22 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and
23 2804, and the applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as
24 a result of such conduct. PLAINTIFF NAUMANN hereby seeks recovery of civil penalties as
25 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the
26 State of California for the illegal conduct perpetrated on PLAINTIFF NAUMANN and the other
27 AGGRIEVED EMPLOYEES.

1 140. For all provisions of the Labor Code for which civil penalty is not specifically
2 provided, Labor Code § 2699(f) imposes upon DEFENDANT a penalty of one hundred dollars
3 (\$100) for each AGGRIEVED EMPLOYEE, including PLAINTIFF NAUMANN, per pay period
4 for the initial violation and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE,
5 including PLAINTIFF NAUMANN, per pay period for each subsequent violation. PLAINTIFF
6 NAUMANN and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable
7 attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code
8 Section 2699(g)(1).

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for a judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

1 violation of Cal. Lab. Code § 226;

2 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
3 penalty from the due date thereof at the same rate until paid or until an action
4 therefore is commenced, in accordance with Cal. Lab. Code § 203.

5 f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA
6 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

7 3. On behalf of the PLAINTIFF NAUMANN, the State of California and with respect
8 to all AGGRIEVED EMPLOYEES:

9 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
10 General Act of 2004;

11 4. On all claims:

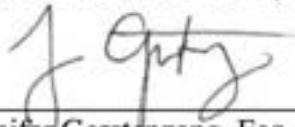
12 a. An award of interest, including prejudgment interest at the legal rate;

13 b. Such other and further relief as the Court deems just and equitable; and

14 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
15 including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

16
17 DATED: December 22, 2025

ZAKAY LAW GROUP, APLC

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20 By: 

Jennifer Gerstenzang, Esq.
Attorney for PLAINTIFFS

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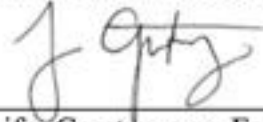
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DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

DATED: December 22, 2025

ZAKAY LAW GROUP, APLC

By: 

Jennifer Gerstenzang, Esq.
Attorney for PLAINTIFFS

EXHIBIT 1



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client #67501

December 21, 2023

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

CENTRAL ADMIXTURE PHARMACY SERVICES, INC.

c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, CA 95833

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 1466 9057 38

B. BRAUN MEDICAL INC.

c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, CA 95833

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 1466 9057 45

AESCULAP, INC.

c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, CA 95833

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 1466 9057 21

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff JOSEPH NAUMANN ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant CENTRAL ADMIXTURE PHARMACY SERVICES, INC. ("Defendant CAPS"), Defendant B. BRAUN MEDICAL INC. ("Defendant Braun Medical"), and Defendant AESCULAP, INC. ("Defendant Aesculap") (hereinafter, collectively, "Defendants"). Plaintiff was employed by Defendants from March of 2023 to July of 2023, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to him and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant CAPS and/or Defendant Braun Medical and/or Defendant Aesculap in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay
Attorney for Plaintiff

ZAKAY LAW GROUP, APLC

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JCL LAW FIRM, APC

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Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DEIGO

JOSEPH NAUMANN, an individual, on behalf
of himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

CENTRAL ADMIXTURE PHARMACY
SERVICES, INC., a Delaware corporation; B.
BRAUN MEDICAL INC., a Pennsylvania
corporation; AESCULAP, INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.

- LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
 - 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
 - 8) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226.

DEMAND FOR A JURY TRIAL

PLAINTIFF JOSEPH NAUMANN ("PLAINTIFF"), an individual, on behalf of himself and all other similarly situated current and former employees, allege on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant CENTRAL ADMIXTURE PHARMACY SERVICES, INC. ("Defendant CAPS") is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant B. BRAUN MEDICAL INC. ("Defendant Braun Medical") is a Pennsylvania corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant AESCULAP, INC. ("Defendant Aesculap") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

4. Defendant CAPS, Defendant Braun Medical and Defendant Aesculap were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed work for respectively and are therefore jointly responsible as employers for the conduct alleged herein as "DEFENDANTS" and/or "DEFENDANT."

5. DEFENDANTS operate pharmaceutical companies throughout the state of California, including the county of San Diego, where PLAINTIFF worked.

1 6. PLAINTIFF was employed by DEFENDANT in California from March of 2023
2 to July of 2023 as a non-exempt employee, paid on an hourly basis, and entitled to the legally
3 required meal and rest periods and payment of minimum and overtime wages due for all time
4 worked.

5 7. PLAINTIFF brings this Class Action on behalf of himself and a California class,
6 defined as all persons who are or previously were employed by Defendant CAPS and/or
7 Defendant Braun Medical and/or Defendant Aesculap in California and classified as non-exempt
8 employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years
9 prior to the filing of this Complaint and ending on the date as determined by the Court (the
10 "CLASS PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA
11 CLASS Members is under five million dollars (\$5,000,000.00).

12 8. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
13 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
14 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to
15 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged
16 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
17 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
18 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
19 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
20 other members of the CALIFORNIA CLASS who have been economically injured by
21 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
22 relief.

23 9. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
25 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious
26 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
27 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
28 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief

1 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
2 inclusive, are responsible in some manner for one or more of the events and happenings that
3 proximately caused the injuries and damages hereinafter alleged.

4 10. The agents, servants and/or employees of the Defendants and each of them acting
5 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
6 agent, servant and/or employee of the Defendants, and personally participated in the conduct
7 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
8 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
9 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
10 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
11 Defendants' agents, servants and/or employees.

12 11. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of the
13 PLAINTIFF'S employer, within the meaning of California Labor Code § 558, who violated or
14 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
15 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
16 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
17 at all relevant times.

18 12. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
19 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
20 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
21 employee a wage less than the minimum fixed by California state law, and as such, are subject to
22 civil penalties for each underpaid employee.

23 13. DEFENDANT's uniform policies and practices alleged herein were unlawful,
24 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
25 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

26 14. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
27 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
28 other members of the CALIFORNIA CLASS who has been economically injured by

1 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
2 relief.

3 JURISDICTION AND VENUE

4 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
6 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
7 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

8 16. Venue is proper in this Court pursuant to California Code of Civil Procedure,
9 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
10 the CALIFORNIA CLASS across California, including in this County, and committed the
11 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

12 THE CONDUCT

13 17. In violation of the applicable sections of the California Labor Code and the
14 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
15 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
16 failed to provide legally compliant meal and rest periods, failed to accurately compensate
17 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
18 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
19 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF
20 and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay,
21 failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal rest
22 premiums at the regular rate, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS
23 Members for business expenses, and failed to issue to PLAINTIFF and the members of the
24 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
25 applicable hourly rates in effect during the pay periods and the corresponding amount of time
26 worked at each hourly rate. DEFENDANT's uniform policies and practices are intended to
27 purposefully avoid the accurate and full payment for all time worked as required by California
28 law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors

1 who comply with the law. To the extent equitable tolling operates to toll claims by the
2 CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted
3 accordingly.

4 **A. Meal Period Violations**

5 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
6 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
7 meaning the time during which an employee is subject to the control of an employer, including
8 all the time the employee is suffered or permitted to work. From time to time during the CLASS
9 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
10 without paying them for all the time they were under DEFENDANT's control. Specifically,
11 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be
12 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
13 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
14 Members forfeited minimum wage and overtime compensation by regularly working without their
15 time being accurately recorded and without compensation at the applicable minimum wage and
16 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
17 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
18 records.

19 19. From time to time during the CLASS PERIOD, as a result of their rigorous work
20 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
21 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
22 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
23 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
24 more than five (5) hours during some shifts without receiving a meal break. Further,
25 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
26 off-duty meal period for some workdays in which these employees are required by DEFENDANT
27 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
28 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-

1 duty” meal period exception. When they were provided with meal periods, PLAINTIFF and other
2 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.
3 DEFENDANT’s failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with
4 legally required meal breaks is evidenced by DEFENDANT’s business records. PLAINTIFF and
5 other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
6 compensation and in accordance with DEFENDANT’s strict corporate policy and practice.

7 **B. Rest Period Violations**

8 20. From time to time during the CLASS PERIOD, PLAINTIFF and other
9 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
10 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
11 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
13 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
14 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
15 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
16 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
17 CLASS Members were, from time to time, required to remain on duty and/or on call. PLAINTIFF
18 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
19 thereof. As a result of their rigorous work schedules and DEFENDANT’s inadequate staffing,
20 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
21 proper rest periods by DEFENDANT and DEFENDANT’s managers.

22 **C. Unreimbursed Business Expenses**

23 21. DEFENDANT as a matter of corporate policy, practice, and procedure,
24 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
25 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
26 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
27 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
28 are required to indemnify employees for all expenses incurred in the course and scope of their

1 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence
3 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
4 even though unlawful, unless the employee, at the time of obeying the directions, believed them
5 to be unlawful."

6 22. In the course of their employment, DEFENDANT required PLAINTIFF and other
7 CALIFORNIA CLASS Members to use their personal cell phones as a result of and in furtherance
8 of their job duties, including but not limited to receiving and/or responding to work-related
9 communications and performing work-related duties. However, DEFENDANT unlawfully failed
10 to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the use of their personal
11 cell phones. As a result, in the course of their employment with DEFENDANT, the PLAINTIFF
12 and other CALIFORNIA CLASS Members incurred unreimbursed business expenses that
13 included, but were not limited to, costs related to the use of their personal cell phones.

14 **D. Wage Statement Violations**

15 23. California Labor Code Section 226 required an employer to furnish its employees
16 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
17 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
18 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and only the last four digits of the employee's social security number or an
20 employee identification number other than a social security number, (8) the name and address of
21 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the employee.

23 24. From time to time during the CLASS PERIOD, when PLAINTIFF and other
24 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
25 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
26 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
27 accurate wage statements which failed to show, among other things, all deductions, the total hours
28 worked and all applicable hourly rates in effect during the pay period and the corresponding

1 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
2 meal and rest periods.

3 25. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
4 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
5 Cal. Lab. Code § 226.

6 26. As a result, DEFENDANT issued PLAINTIFF and other members of the
7 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
8 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
9 payroll error due to clerical or inadvertent mistake.

10 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

11 27. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
12 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
13 for all hours worked.

14 28. During the CLASS PERIOD, from time-to-time DEFENDANT required
15 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
16 work. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to
17 work while off-the-clock.

18 29. DEFENDANT directed and directly benefited from the undercompensated off-the-
19 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

20 30. DEFENDANT controlled the work schedules, duties, and protocols, applications,
21 assignments, and employment conditions of PLAINTIFF and the other members of the
22 CALIFORNIA CLASS.

23 31. DEFENDANT was able to track the amount of time PLAINTIFF and the other
24 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
25 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
26 wages earned and owed for all the work they performed.

27 32. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
28 exempt employees, subject to the requirements of the California Labor Code.

1 33. DEFENDANT's policies and practices deprived PLAINTIFF and the other
2 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
3 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
4 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
5 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
6 pay.

7 34. DEFENDANT knew or should have known that PLAINTIFF and the other
8 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

9 35. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
10 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
11 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
12 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
13 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
14 records.

15 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
16 **and Redeemed Sick Pay**

17 36. From time to time during the CLASS PERIOD, DEFENDANT failed and
18 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
19 Members for their overtime and double time hours worked, meal and rest period premiums, and
20 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
21 forfeited wages due to them for working overtime without compensation at the correct overtime
22 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
23 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
24 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
25 pay in accordance with applicable law is evidenced by DEFENDANT's business records.

26 37. State law provides that employees must be paid overtime at one-and-one-half times
27 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
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1 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
2 employee's performance.

3 38. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
4 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
5 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
6 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
7 paid on an hourly basis with bonus compensation when the employees met the various
8 performance goals set by DEFENDANTS.

9 39. However, from time to time, when calculating the regular rate of pay in those pay
10 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
11 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
12 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
13 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
14 rather than just all non-overtime hours worked. Management and supervisors described the
15 incentive/bonus program to potential and new employees as part of the compensation package.
16 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
17 CLASS Members must be included in the "regular rate of pay." The failure to do so has resulted
18 in a systematic underpayment of overtime and double time compensation, meal and rest period
19 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
20 Members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that
21 paid sick time for non-exempt employees shall be calculated in the same manner as the regular
22 rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or
23 not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as
24 articulated herein, by failing to include the incentive compensation as part of the "regular rate of
25 pay" for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the
26 underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.
27 40. In violation of the applicable sections of the California Labor Code and the
28 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a

1 matter of company policy, practice, and procedure, intentionally and knowingly failed to
2 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
3 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
4 sick pay as required by California law which allowed DEFENDANT to illegally profit and gain
5 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
6 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANT, the
7 CLASS PERIOD should be adjusted accordingly.

8 **G. Violations for Untimely Payment of Wages**

9 41. Pursuant to California Labor Code section 204, PLAINTIFF and the
10 CALIFORNIA CLASS members were entitled to timely payment of wages during their
11 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
12 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
13 meal period premium wages, and rest period premium wages within permissible time period.

14 42. Pursuant to Cal. Lab. Code § 201, "If an employer discharges an employee, the
15 wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to
16 Cal. Lab. Code § 202, if an employee quits his or her employment, "his or her wages shall become
17 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
18 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
19 wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS Members were, from
20 time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or
21 at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

22 43. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
23 paying all wages due at time of termination for all CALIFORNIA CLASS Members whose
24 employment ended during the CLASS PERIOD.

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1 **H. Unlawful Deductions**

2 44. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFF
3 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
4 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result, DEFENDANT
5 violated Labor Code § 221.

6 **I. Timekeeping Manipulation**

7 45. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an
8 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
9 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
10 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
11 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
12 unilaterally alter the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF and
13 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
14 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
15 missed rest breaks.

16 46. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
17 time-to-time, forfeited time worked by working without their time being accurately recorded and
18 without compensation at the applicable pay rates.

19 47. The mutability of the timekeeping system also allowed DEFENDANT to alter
20 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT'S
21 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
22 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
23 were not at all times provided an off-duty meal break. This practice is a direct result of
24 DEFENDANT'S uniform policy and practice of denying employees uninterrupted thirty (30)
25 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

26 48. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
27 forfeited wages due them for all hours worked at DEFENDANT'S direction, control and benefit
28 for the time the timekeeping system was inoperable. DEFENDANT'S uniform policy and

1 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
2 hours worked in accordance with applicable law is evidenced by DEFENDANT'S business
3 records.

4 **J. Unlawful Rounding Practices**

5 49. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
6 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
7 CALIFORNIA CLASS Members for the actual time these employees worked each day,
8 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding
9 policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
10 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
11 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
12 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
13 these employees for all their time worked, including the applicable overtime compensation for
14 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from
15 time to time, forfeited compensation for their time worked by working without their time being
16 accurately recorded and without compensation at the applicable overtime rates.

17 50. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
18 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
19 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
20 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
21 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an
22 off-duty meal break.

23 **K. Sick Pay Violations**

24 51. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after
25 July 1, 2015, works in California for the same employer for 30 or more days within a year from
26 the commencement of employment is entitled to paid sick days as specified in this section."
27 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
28 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF

1 and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave.

2 52. California Labor Code Section 246(i) requires an employer to furnish its
3 employees with written wage statements setting forth the amount of paid sick leave available.
4 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF
5 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount
6 of paid sick leave available.

7 53. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
8 off duty meal and rest breaks and were not fully relieved of duty for his rest and meal periods.
9 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
10 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
11 provide PLAINTIFF with a second off-duty meal period each workday in which they were
12 required by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided
13 PLAINTIFF with a rest break, they required PLAINTIFF to remain on-duty and on-call for the
14 rest break. DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what
15 was supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest
16 breaks without additional compensation and in accordance with DEFENDANT'S strict corporate
17 policy and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that
18 failed to comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse
19 PLAINTIFF for required business expenses related to the use of his personal cell phone and the
20 purchase of his own tools, on behalf of and in furtherance of his employment with DEFENDANT.
21 To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime and double time
22 compensation still owed to them or any penalty wages owed to them under Cal. Lab. Code § 203.
23 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
24 \$75,000.

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CLASS ACTION ALLEGATIONS

54. PLAINTIFF brings this Class Action on behalf of himself, and a California class defined as all persons who are or previously were employed by Defendant CAPS and/or Defendant Braun Medical and/or Defendant Aesculap in California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CLASS PERIOD").

55. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

56. The members of the class are so numerous that joinder of all class members is impractical.

57. Common questions of law and fact regarding DEFENDANT's conduct, including but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failing to provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANT maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;

- 1 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
2 Members accurate premium payments for missed meal and rest periods;
- 3 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
4 Members accurate overtime wages;
- 5 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
6 Members at least minimum wage for all hours worked;
- 7 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
8 CLASS Members for required business expenses;
- 9 g. Whether DEFENDANT issued legally compliant wage statements;
- 10 h. Whether DEFENDANT committed an act of unfair competition by systematically
11 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
12 CLASS for all time worked;
- 13 i. Whether DEFENDANT committed an act of unfair competition by systematically
14 failing to record all meal and rest breaks missed by PLAINTIFF and other
15 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
16 of this work, required employees to perform this work and permits or suffers to
17 permit this work;
- 18 j. Whether DEFENDANT committed an act of unfair competition in violation of the
19 UCL, by failing to provide the PLAINTIFF and the other members of the
20 CALIFORNIA CLASS with the legally required meal and rest periods.

21 58. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as
22 a result of DEFENDANT's conduct and actions alleged herein.

23 59. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
24 PLAINTIFF have the same interests as the other members of the class.

25 60. PLAINTIFF will fairly and adequately represent and protect the interests of the
26 CALIFORNIA CLASS Members.

27 61. PLAINTIFF retained able class counsel with extensive experience in class action
28 litigation.

62. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the interest of the other CALIFORNIA CLASS Members.

63. There is a strong community of interest among PLAINTIFF and the members of the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained.

64. The questions of law and fact common to the CALIFORNIA CLASS Members predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

65. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

66. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

5 67. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 68. DEFENDANT is a "person" as that term is defined under Cal. Bus. And Prof.
9 Code § 17021.

10 69. California Business & Professions Code §§ 17200, *et seq.* (the "UCL") defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
12 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
13 as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair competition may
15 be enjoined in any court of competent jurisdiction. The court may make such orders or
16 judgments, including the appointment of a receiver, as may be necessary to prevent the
17 use or employment by any person of any practice which constitutes unfair competition, as
18 defined in this chapter, or as may be necessary to restore to any person in interest any
19 money or property, real or personal, which may have been acquired by means of such
20 unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 70. By the conduct alleged herein, DEFENDANT has engaged and continues to
22 engage in a business practice which violates California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 71. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
or substantially injurious to employees, and were without valid justification or utility for which

1 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
2 Business & Professions Code, including restitution of wages wrongfully withheld.

3 72. By the conduct alleged herein, DEFENDANT's practices were deceptive and
4 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
5 mandated meal and rest periods and the required amount of compensation for missed meal and
6 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
7 necessary business expenses incurred, due to a systematic business practice that cannot be
8 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
9 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
10 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
11 restitution of wages wrongfully withheld.

12 73. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
13 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
14 other members of the CALIFORNIA CLASS to be underpaid during their employment with
15 DEFENDANT.

16 74. By the conduct alleged herein, DEFENDANT's practices were also unfair and
17 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
18 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
19 required by Cal. Lab. Code §§ 226.7 and 512.

20 75. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
21 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
22 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
23 each workday in which a second off-duty meal period was not timely provided for each ten (10)
24 hours of work.

25 76. PLAINTIFF further demands on behalf of himself and on behalf of each
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
27 was not timely provided as required by law.

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1 77. By and through the unlawful and unfair business practices described herein,
2 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
3 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
4 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
5 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
6 to unfairly compete against competitors who comply with the law.

7 78. All the acts described herein as violations of, among other things, the Industrial
8 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
9 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
10 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
11 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

12 79. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
13 and do, seek such relief as may be necessary to restore to them the money and property which
14 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
15 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
16 unfair business practices, including earned but unpaid wages for all time worked.

17 80. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
19 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
20 engaging in any unlawful and unfair business practices in the future.

21 81. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
22 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
23 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
24 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
25 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable
26 legal and economic harm unless DEFENDANT is restrained from continuing to engage in these
27 unlawful and unfair business practices.

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1 **SECOND CAUSE OF ACTION**

2 **Failure To Pay Minimum Wages**

3 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

4 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

5 82. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 83. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
9 for DEFENDANT's willful and intentional violations of the California Labor Code and the
10 Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate
11 and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

12 84. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
13 policy, an employer must timely pay its employees for all hours worked.

14 85. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
15 commission is the minimum wage to be paid to employees, and the payment of a less wage than
16 the minimum so fixed is unlawful.

17 86. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
18 including minimum wage compensation and interest thereon, together with the costs of suit.

19 87. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
20 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
21 work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
22 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
23 CALIFORNIA CLASS.

24 88. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
25 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
26 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
27 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

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1 89. In committing these violations of the California Labor Code, DEFENDANT
2 inaccurately calculated the correct time worked and consequently underpaid the actual time
3 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS
4 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
5 violation of the California Labor Code, the Industrial Welfare Commission requirements and
6 other applicable laws and regulations.

7 90. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
9 minimum wage compensation for their time worked for DEFENDANT.

10 91. During the CLASS PERIOD, PLAINTIFF and the other members of the
11 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
12 failure to pay all earned wages.

13 92. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
15 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
16 suffered and will continue to suffer an economic injury in amounts which are presently unknown
17 to them, and which will be ascertained according to proof at trial.

18 93. DEFENDANT knew or should have known that PLAINTIFF and the other
19 members of the CALIFORNIA CLASS were under-compensated for their time worked.
20 DEFENDANT systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
22 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
23 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
24 for their time worked.

25 94. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and
3 legal rights, and otherwise causing them injury in order to increase company profits at the
4 expense of these employees.

5 95. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
6 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
7 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
8 California Labor Code and/or other applicable statutes. To the extent minimum wage
9 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
10 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
11 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
12 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
13 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
14 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
15 recover statutory costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

20 96. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 97. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
24 for DEFENDANT's willful and intentional violations of the California Labor Code and the
25 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees
26 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
27 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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1 98. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
2 policy, an employer must timely pay its employees for all hours worked.

3 99. Cal. Lab. Code § 510 provides that employees in California shall not be employed
4 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
5 they receive additional compensation beyond their regular wages in amounts specified by law.

6 100. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
7 including minimum and overtime compensation and interest thereon, together with the costs of
8 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
9 than those fixed by the Industrial Welfare Commission is unlawful.

10 101. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
11 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
12 they worked, including overtime work.

13 102. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
14 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
15 implementing a uniform policy and practice that failed to accurately record overtime worked by
16 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
17 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
18 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
19 (12) hours in a workday, and/or forty (40) hours in any workweek.

20 103. In committing these violations of the California Labor Code, DEFENDANT
21 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
22 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
23 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
24 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
25 regulations.

26 104. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
27 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
28 overtime compensation for their time worked for DEFENDANT.

1 105. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
2 from the overtime requirements of the law. None of these exemptions are applicable to
3 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
4 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
5 agreement that would preclude the causes of action contained herein this Complaint. Rather,
6 PLAINTIFF brings this Action on behalf of himself and the CALIFORNIA CLASS based on
7 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
8 California.

9 106. During the CLASS PERIOD, PLAINTIFF and the other members of the
10 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to,
11 constituting a failure to pay all earned wages.

12 107. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
13 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
14 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
15 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly
16 required to work, and did in fact work overtime, and did in fact work overtime as to which
17 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business
18 records and witnessed by employees.

19 108. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
20 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
21 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
22 CLASS have suffered and will continue to suffer an economic injury in amounts which are
23 presently unknown to them, and which will be ascertained according to proof at trial.

24 109. DEFENDANT knew or should have known that PLAINTIFF and the other
25 members of the CALIFORNIA CLASS were undercompensated for their time worked.
26 DEFENDANT systematically elected, either through intentional malfeasance or gross
27 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
28 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay

1 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages
2 for their overtime worked.

3 110. In performing the acts and practices herein alleged in violation of California labor
4 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
5 and provide them with the requisite compensation, DEFENDANT acted and continues to act
6 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
7 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
8 consequences to them, and with the despicable intent of depriving them of their property and
9 legal rights, and otherwise causing them injury in order to increase company profits at the
10 expense of these employees.

11 111. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
12 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
13 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
14 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
15 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
16 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and
17 therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code §
18 203, which penalties are sought herein. DEFENDANT's conduct as alleged herein was willful,
19 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
20 Members are entitled to seek and recover statutory costs.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure To Provide Required Meal Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

5 112. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 113. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
9 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
10 required by the applicable Wage Order and Labor Code. The nature of the work performed by
11 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
12 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
13 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often
14 not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
15 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with
16 legally required meal breaks prior to their fifth (5th) hour of work is evidenced by
17 DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFF and
18 CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which
19 these employees were required by DEFENDANT to work ten (10) hours of work. As a result,
20 PLAINTIFF and other members of the CALIFORNIA CLASS forfeited meal breaks without
21 additional compensation and in accordance with DEFENDANT's strict corporate policy and
22 practice.

23 114. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
24 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
25 who were not provided a meal period, in accordance with the applicable Wage Order, one
26 additional hour of compensation at each employee's regular rate of pay for each workday that a
27 meal period was not provided.

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115. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

116. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

117. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANT's business records.

118. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that
2 rest period was not provided.

3 119. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Reimburse Employees For Required Expenses**

8 **(Cal. Lab. Code §§ 2802)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

10 120. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 121. Cal. Lab. Code § 2802 provides, in relevant part, that:
14 An employer shall indemnify his or her employee for all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her
16 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

17 122. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
18 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
19 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
20 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS
21 members for expenses which included, but were not limited to, their personal cell phones as a
22 result of and in furtherance of their job duties, including but not limited to receiving and/or
23 responding to work-related communications and performing work-related duties. Specifically,
24 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANTS to
25 use their personal cell phones to execute their essential job duties on behalf of DEFENDANT.
26 DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFF and
27 the CALIFORNIA CLASS members for expenses resulting from using their personal cell phones
28 for DEFENDANT within the course and scope of their employment for DEFENDANT. These

1 expenses were necessary to complete their principal job duties. DEFENDANT is estopped by
2 DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were
3 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,
4 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
5 members for these expenses as an employer is required to do under the laws and regulations of
6 California.

7 123. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
8 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
9 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the
10 statutory rate and costs under Cal. Lab. Code § 2802.

11 **SEVENTH CAUSE OF ACTION**

12 **Failure To Provide Accurate Itemized Statements**

13 **(Cal. Lab. Code § 226)**

14 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

15 124. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
16 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
17 Complaint.

18 125. Cal. Labor Code § 226 provides that an employer must furnish employees with an
19 "accurate itemized" statement in writing showing:

- 20 a. Gross wages earned,
- 21 b. (2) total hours worked by the employee, except for any employee whose
22 compensation is solely based on a salary and who is exempt from payment of
23 overtime under subdivision (a) of Section 515 or any applicable order of the
24 Industrial Welfare Commission,
- 25 c. the number of piece-rate units earned and any applicable piece rate if the employee
26 is paid on a piece-rate basis,
- 27 d. all deductions, provided that all deductions made on written orders of the employee
28 may be aggregated and shown as one item,

- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

126. When DEFENDANT did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

127. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

128. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the

violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

EIGHTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

129. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

130. Cal. Lab. Code § 200 provides that:

As used in this article:

- (d) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
- (e) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the to be paid for is performed personally by the person demanding payment.

131. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

132. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

133. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS Members' employment contract.

1 134. Cal. Lab. Code § 203 provides:

2 If an employer willfully fails to pay, without abatement or reduction, in accordance with
3 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
4 quits, the wages of the employee shall continue as a penalty from the due date thereof at
5 the same rate until paid or until an action therefor is commenced; but the wages shall not
6 continue for more than 30 days.

7 135. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
8 terminated, and DEFENDANT has not tendered payment of wages to these employees who
9 missed meal and rest breaks, as required by law.

10 136. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
11 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to
12 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
13 employees who terminated employment during the CLASS PERIOD and demands an accounting
14 and payment of all wages due, plus interest and statutory costs as allowed by law.
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
7 b. An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
9 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
10 unlawfully withheld from compensation due to PLAINTIFF and the other members
11 of the CALIFORNIA CLASS; and
12 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANT's violations due to
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
17 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
18 to Cal. Code of Civ. Proc. § 382;
19 b. Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due to PLAINTIFF and the other members of
21 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
22 thereon at the statutory rate;
23 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
24 the applicable IWC Wage Order;
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

violation of Cal. Lab. Code § 226

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: December 21, 2023

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay

Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: December 21, 2023

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay

Attorney for PLAINTIFF