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VENTURA SUPERIOR COURT

FILED

05/28/2026

K. Bieker
Executive Officer and Clerk
Lauralei Jensen
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

MATTHEW KAUFMAN, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

JOHNSON CONTROLS FIRE PROTECTION
LP, a Limited Partnership; and DOES 1 through
50, inclusive,

Defendants.

Case No. 2025CUOE049338

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §§ 17200;
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;
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 PROVIDE ACCURATE
ITEMIZED STATEMENTS IN VIOLATION
OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES
FOR REQUIRED EXPENSES IN
VIOLATION OF CAL. LAB. CODE § 2802;

1 8. FAILURE TO PAY SICK PAY WAGES IN
2 VIOLATION OF CAL. LAB CODE §§201-
3 203, 233, 246;
4 9. FAILURE TO PROVIDE WAGES WHEN
5 DUE IN VIOLATION OF CAL. LAB. CODE
6 §§ 201, 202 AND 203; and,
7 10. VIOLATION OF PRIVATE ATTORNEYS
8 GENERAL ACT [LABOR CODE §§ 2698, et
9 seq.].

10 **DEMAND FOR A JURY TRIAL**

11 Matthew Kaufman (“PLAINTIFF”), an individual, on behalf of himself and all other
12 similarly situated current and former employees alleges on information and belief, except for
13 his own acts and knowledge which are based on personal knowledge, the following.

14 **THE PARTIES**

15 1. Johnson Controls Fire Protection LP (“DEFENDANT”) is a limited partnership
16 that at all relevant times mentioned herein conducted and continues to conduct substantial
17 business in California.

18 2. DEFENDANT is a global company that provides a wide range of fire protection
19 solutions, including fire detection, suppression, and life safety services. They offer fire alarm
20 systems, sprinkler systems, fire extinguishers, gas suppression systems, and more.

21 3. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF’s
22 employment with DEFENDANT started in February of 2015. PLAINTIFF has been at all times
23 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled
24 to the legally required meal and rest periods and payment of minimum and overtime wages due
25 for all time worked.

26 4. PLAINTIFF brings this Class Action on behalf of himself and a California class,
27 defined as all individuals who are or previously were employed by DEFENDANT in California,
28 including any employees staffed with DEFENDANT by a third party, and classified as non-
exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning
August 11, 2024 and ending on the date as determined by the Court (the “CALIFORNIA
CLASS PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA

1 CLASS Members is under five million dollars (\$5,000,000.00).

2 5. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
3 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred
4 during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice
5 which failed to lawfully compensate these employees. DEFENDANT's policy and practice
6 alleged herein was an unlawful, unfair and deceptive business practice whereby
7 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other
8 members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
9 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
10 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA
11 CLASS who have been economically injured by DEFENDANT's past and current unlawful
12 conduct, and all other appropriate legal and equitable relief.

13 6. The true names and capacities, whether individual, corporate, subsidiary,
14 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
15 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
16 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
17 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they
18 are ascertained. PLAINTIFF is informed and believes, and based upon that information and
19 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
20 inclusive, are responsible in some manner for one or more of the events and happenings that
21 proximately caused the injuries and damages hereinafter alleged.

22 7. The agents, servants and/or employees of the Defendants and each of them
23 acting on behalf of the Defendants acted within the course and scope of his, her or its
24 authority as the agent, servant and/or employee of the Defendants, and personally
25 participated in the conduct alleged herein on behalf of the Defendants with respect to the
26 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
27 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
28

1 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
2 of the conduct of the Defendants' agents, servants and/or employees.

3 4 THE CONDUCT

5 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
6 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
7 worked, meaning the time during which an employee is subject to the control of an
8 employer, including all the time the employee is suffered or permitted to work.
9 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
10 paying them for all the time they are under DEFENDANT's control. Among other things,
11 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
12 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
13 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
14 break. DEFENDANT, as a matter of established company policy and procedure, administers
15 a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and
16 CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the
17 course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less
18 than they would have been paid had they been paid for actual recorded time rather than
19 "rounded" time. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit
20 minimum wage, overtime wage compensation, and off-duty meal breaks by working without
21 their time being correctly recorded and without compensation at the applicable rates.
22 DEFENDANT's policy and practice not to pay PLAINTIFF and other CALIFORNIA
23 CLASS Members for all time worked, is evidenced by DEFENDANT's business records.

24 9. State and federal law provides that employees must be paid overtime and meal
25 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF
26 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive
27 pay that is tied to specific elements of an employee's performance.
28

1 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
2 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
3 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
4 performance for DEFENDANT. The non-discretionary incentive program provided all
5 employees paid on an hourly basis with incentive compensation when the employees met the
6 various performance goals set by DEFENDANT. However, when calculating the regular
7 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
8 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
9 compensation as part of the employees' "regular rate of pay" for purposes of calculating
10 overtime pay and meal and rest break premium pay. Management and supervisors described
11 the incentive program to potential and new employees as part of the compensation package.
12 As a matter of law, the incentive compensation received by PLAINTIFF and other
13 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
14 to do so has resulted in a underpayment of overtime compensation and meal and rest break
15 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

16 11. As a result of their rigorous work schedules, PLAINTIFF and other
17 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
18 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
19 and other CALIFORNIA CLASS Members were required from time to time to perform work
20 as ordered by DEFENDANT for more than five (5) hours during some shifts without
21 receiving a meal break. Further, DEFENDANT from time to time failed to provide
22 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for
23 some workdays in which these employees were required by DEFENDANT to work ten (10)
24 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
25 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
26 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
27 without additional compensation and in accordance with DEFENDANT's corporate policy
28 and practice.

1 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
2 CALIFORNIA CLASS Members were also required from time to time to work in excess of
3 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
4 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
5 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
6 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
7 time, and a first, second and third rest period of at least ten (10) minutes for some shifts
8 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
9 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
10 the applicable California Wage Order requires employers to provide employees with off-
11 duty rest periods, which the California Supreme Court defined as time during which an
12 employee is relieved from all work related duties and free from employer control. In so
13 doing, the Court held that the requirement under California law that employers authorize and
14 permit all employees to take rest period means that employers must relieve employees of all
15 duties and relinquish control over how employees spend their time which includes control
16 over the locations where employees may take their rest period. Employers cannot impose
17 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
18 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA
19 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
20 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
21 premises during their rest period.

22 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
23 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
24 actual amount of time these employees worked. Pursuant to the Industrial Welfare
25 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
26 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
27 employee was subject to the control of an employer, including all the time the employee was
28 permitted or suffered to permit this work. DEFENDANT required these employees to work

1 off the clock without paying them for all the time they were under DEFENDANT's control.
2 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
3 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
4 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
5 working without their time being accurately recorded and without compensation at the
6 applicable minimum wage and overtime wage rates. To the extent that the time worked off
7 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
8 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
9 1197, and 1197.1.

10 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
11 other members of the CALIFORNIA CLASS with complete and accurate wage statements
12 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
13 Code § 226 provides that every employer shall furnish each of his or her employees with an
14 accurate itemized wage statement in writing showing, among other things, gross wages
15 earned and all applicable hourly rates in effect during the pay period and the corresponding
16 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
17 Members were paid on an hourly basis. As such, the wage statements should reflect all
18 applicable hourly rates during the pay period and the total hours worked, and the applicable
19 pay period in which the wages were earned pursuant to California Labor Code Section
20 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
21 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
22 wage statements failed to identify the accurate total hours worked each pay period. When
23 the hours shown on the wage statements were added up, they did not equal the actual total
24 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
25 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
26 itemized wage statement that lists all the requirements under California Labor Code 226. As
27 a result, DEFENDANT from time to time provided PLAINTIFF and the other members of
28 the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

1
2 15. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
3 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
4 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
5 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
6 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
7 Members at their base rates of pay.

8 16. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
9 employees be calculated by dividing the employee's total wages, not including overtime
10 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
11 days of employment.

12 17. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
13 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
14 earned non-discretionary incentive wages which increased their regular rate of pay.
15 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
16 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of
17 pay, as required under Cal. Lab. Code Section 246.

18 18. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS
19 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
20 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are
21 informed and believe and based thereon allege that such failure to pay sick pay at regular
22 rate was willful, such that PLAINTIFFS and members of the CALIFORNIA CLASS whose
23 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
24 Sections 201-203.

25 19. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
26 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
27 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
28 informed and believes and based thereon alleges that such failure to pay sick pay at regular

1 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose
2 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
3 Sections 201-203.

4 20. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
5 to collect or receive from an employee any part of wages theretofore paid by said employer
6 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
7 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
8 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
9 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF
10 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these
11 employees all wages due at each applicable pay period and upon termination. PLAINTIFF
12 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
13 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

14 21. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
15 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
16 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
17 consequence of discharging their duties on behalf of DEFENDANT. Under California Labor
18 Code Section 2802, employers are required to indemnify employees for all expenses incurred
19 in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an
20 employer shall indemnify his or her employee for all necessary expenditures or losses
21 incurred by the employee in direct consequence of the discharge of his or her duties, or of his
22 or her obedience to the directions of the employer, even though unlawful, unless the
23 employee, at the time of obeying the directions, believed them to be unlawful."

24 22. In the course of their employment PLAINTIFF and other CALIFORNIA
25 CLASS Members as a business expense, were required by DEFENDANT to use their own
26 personal cellular phones as a result of and in furtherance of their job duties as employees for
27 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
28 associated with the use of their personal cellular phones for DEFENDANT's benefit.

1 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
2 DEFENDANT to use their personal cellular phones. As a result, in the course of their
3 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
4 CLASS incurred unreimbursed business expenses which included, but were not limited to,
5 costs related to the use of their personal cellular phones all on behalf of and for the benefit of
6 DEFENDANT.

7 23. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
8 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
9 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
10 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-
11 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
12 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
13 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties
14 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
15 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
16 business records. The amount in controversy for PLAINTIFF individually does not exceed
17 the sum or value of \$75,000.

18 **JURISDICTION AND VENUE**

19 24. This Court has jurisdiction over this Action pursuant to California Code of
20 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
21 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
22 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

23 25. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
25 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
26 facilities in this County and/or conducts substantial business in this County, and (ii)
27
28

1 committed the wrongful conduct herein alleged in this County against members of the
2 CALIFORNIA CLASS.

3
4 **THE CALIFORNIA CLASS**

5 26. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and
6 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, (the "UCL") as a
7 Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class,
8 defined as all individuals who are or previously were employed by DEFENDANT in
9 California, including any employees staffed with DEFENDANT by a third party, and
10 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
11 period beginning August 11, 2024 and ending on the date as determined by the Court (the
12 "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of
13 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

14 27. To the extent equitable tolling operates to toll claims by the CALIFORNIA
15 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
16 accordingly.

17 28. DEFENDANT, as a matter of company policy, practice and procedure, and in
18 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage
19 Order requirements, and the applicable provisions of California law, intentionally,
20 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
21 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
22 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
23 this work and permits or suffers to permit this work.

24 29. DEFENDANT has the legal burden to establish that each and every
25 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
26 required by California laws. The DEFENDANT, however, as a matter of policy and
27 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails
28 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS

1 Member is paid as required by law. This common business practice is applicable to each
2 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
3 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, (the
4 “UCL”) as causation, damages, and reliance are not elements of this claim.

5 30. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
6 CLASS Members is impracticable.

7 31. DEFENDANT violated the rights of the CALIFORNIA CLASS under
8 California law by:

9 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
10 Prof. Code §§ 17200, (the "UCL"), by unlawfully, unfairly and/or
11 deceptively having in place company policies, practices and procedures
12 that failed to record and pay PLAINTIFF and the other members of the
13 CALIFORNIA CLASS for all time worked, including minimum wages
14 owed and overtime wages owed for work performed by these
15 employees; and,

16 (b) Committing an act of unfair competition in violation of the UCL, by
17 failing to provide the PLAINTIFF and the other members of the
18 CALIFORNIA CLASS with the legally required meal and rest periods.

19 32. This Class Action meets the statutory prerequisites for the maintenance of a
20 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

21 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
22 that the joinder of all such persons is impracticable and the disposition
23 of their claims as a class will benefit the parties and the Court;

24 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
25 issues that are raised in this Complaint are common to the
26 CALIFORNIA CLASS will apply to every member of the
27 CALIFORNIA CLASS;
28

1 (c) The claims of the representative PLAINTIFF are typical of the claims
2 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
3 the other members of the CALIFORNIA CLASS, was classified as a
4 non-exempt employee paid on an hourly basis who was subjected to the
5 DEFENDANT's deceptive practice and policy which failed to provide
6 the legally required meal and rest periods to the CALIFORNIA CLASS
7 and thereby underpaid compensation to PLAINTIFF and
8 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
9 result of DEFENDANT's employment practices. PLAINTIFF and the
10 members of the CALIFORNIA CLASS were and are similarly or
11 identically harmed by the same unlawful, deceptive and unfair
12 misconduct engaged in by DEFENDANT; and,

13 (d) The representative PLAINTIFF will fairly and adequately represent and
14 protect the interest of the CALIFORNIA CLASS, and has retained
15 counsel who are competent and experienced in Class Action litigation.
16 There are no material conflicts between the claims of the representative
17 PLAINTIFF and the members of the CALIFORNIA CLASS that would
18 make class certification inappropriate. Counsel for the CALIFORNIA
19 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
20 Members.

21 33. In addition to meeting the statutory prerequisites to a Class Action, this action
22 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

23 (a) Without class certification and determination of declaratory, injunctive,
24 statutory and other legal questions within the class format, prosecution
25 of separate actions by individual members of the CALIFORNIA
26 CLASS will create the risk of:

27 1) Inconsistent or varying adjudications with respect to individual
28 members of the CALIFORNIA CLASS which would establish

1 incompatible standards of conduct for the parties opposing the
2 CALIFORNIA CLASS; and/or,

3 2) Adjudication with respect to individual members of the
4 CALIFORNIA CLASS which would as a practical matter be
5 dispositive of interests of the other members not party to the
6 adjudication or substantially impair or impede their ability to
7 protect their interests.

8 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
9 to act on grounds generally applicable to the CALIFORNIA CLASS,
10 making appropriate class-wide relief with respect to the CALIFORNIA
11 CLASS as a whole in that DEFENDANT failed to pay all wages due to
12 members of the CALIFORNIA CLASS as required by law;

13 1) With respect to the First Cause of Action, the final relief on
14 behalf of the CALIFORNIA CLASS sought does not relate
15 exclusively to restitution because through this claim PLAINTIFF
16 seeks declaratory relief holding that the DEFENDANT's policy
17 and practices constitute unfair competition, along with
18 declaratory relief, injunctive relief, and incidental equitable
19 relief as may be necessary to prevent and remedy the conduct
20 declared to constitute unfair competition;

21 (c) Common questions of law and fact exist as to the members of the
22 CALIFORNIA CLASS, with respect to the practices and violations of
23 California law as listed above, and predominate over any question
24 affecting only individual CALIFORNIA CLASS Members, and a Class
25 Action is superior to other available methods for the fair and efficient
26 adjudication of the controversy, including consideration of:

27 1) The interests of the members of the CALIFORNIA CLASS in
28 individually controlling the prosecution or defense of separate

actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would 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 DEFENDANT; and/or,

B. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of

certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

34. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA CLASS;
- (f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally
2 applicable to the CALIFORNIA CLASS, thereby making final class-
3 wide relief appropriate with respect to the CALIFORNIA CLASS as a
4 whole;
- 5 (h) The members of the CALIFORNIA CLASS are readily ascertainable
6 from the business records of DEFENDANT; and,
- 7 (i) Class treatment provides manageable judicial treatment calculated to
8 bring a efficient and rapid conclusion to all litigation of all wage and
9 hour related claims arising out of the conduct of DEFENDANT as to
10 the members of the CALIFORNIA CLASS.

11 35. DEFENDANT maintains records from which the Court can ascertain and
12 identify by job title each of DEFENDANT's employees who have been intentionally
13 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
14 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
15 similarly situated employees when they have been identified.

16
17 **THE CALIFORNIA LABOR SUB-CLASS**

18 36. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
19 Eighth, and Ninth causes Action on behalf of a California sub-class, defined as all members
20 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
21 California, including any employees staffed with DEFENDANT by a third party, and
22 classified as non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
23 time during the period beginning August 11, 2024 and ending on the date as determined by
24 the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of
25 Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA
26 LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

27 37. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
28 Commission ("IWC") Wage Order requirements, and the applicable provisions of California

1 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
2 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
3 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
4 these employees, even though DEFENDANT enjoyed the benefit of this work, required
5 employees to perform this work and permitted or suffered to permit this work.
6 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
7 which these employees are entitled in order to unfairly cheat the competition and unlawfully
8 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
9 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
10 should be adjusted accordingly.

11 38. DEFENDANT maintains records from which the Court can ascertain and
12 identify by name and job title, each of DEFENDANT's employees who have been
13 intentionally subjected to DEFENDANT's company policy, practices and procedures as
14 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
15 additional job titles of similarly situated employees when they have been identified.

16 39. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
17 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

18 40. Common questions of law and fact exist as to members of the CALIFORNIA
19 LABOR SUB-CLASS, including, but not limited, to the following:

- 20 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
21 pay compensation due to members of the CALIFORNIA LABOR
22 SUB-CLASS for missed meal and rest breaks in violation of the
23 California Labor Code and California regulations and the applicable
24 California Wage Order;
- 25 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
26 members of the CALIFORNIA LABOR SUB-CLASS with accurate
27 itemized wage statements;
- 28

- (c) Whether DEFENDANT has engaged in unfair competition by the above-listed conduct;
- (d) The proper measure of damages and penalties owed to the members of the CALIFORNIA LABOR SUB-CLASS; and,
- (e) Whether DEFENDANT's conduct was willful.

41. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under California law by:

- (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;
- (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;
- (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;
- (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the

manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment;

- (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members with necessary expenses incurred in the discharge of their job duties.

42. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply to every member of the CALIFORNIA LABOR SUB-CLASS;
- (c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANT's practice and policy which failed to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed by the same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT; and,

1 (d) The representative PLAINTIFF will fairly and adequately represent and
2 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and
3 has retained counsel who are competent and experienced in Class
4 Action litigation. There are no material conflicts between the claims of
5 the representative PLAINTIFF and the members of the CALIFORNIA
6 LABOR SUB-CLASS that would make class certification
7 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
8 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
9 CLASS Members.

10 43. In addition to meeting the statutory prerequisites to a Class Action, this action
11 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

12 (a) Without class certification and determination of declaratory, injunctive,
13 statutory and other legal questions within the class format, prosecution
14 of separate actions by individual members of the CALIFORNIA
15 LABOR SUB-CLASS will create the risk of:

- 16 1) Inconsistent or varying adjudications with respect to individual
17 members of the CALIFORNIA LABOR SUB-CLASS which
18 would establish incompatible standards of conduct for the
19 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
20 2) Adjudication with respect to individual members of the
21 CALIFORNIA LABOR SUB-CLASS which would as a
22 practical matter be dispositive of interests of the other members
23 not party to the adjudication or substantially impair or impede
24 their ability to protect their interests.

25 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
26 acted or refused to act on grounds generally applicable to the
27 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
28

1 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
2 whole in that DEFENDANT fails to pay all wages due. Including the
3 correct wages for all time worked by the members of the
4 CALIFORNIA LABOR SUB-CLASS as required by law;

5 (c) Common questions of law and fact predominate as to the members of
6 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
7 and violations of California Law as listed above, and predominate over
8 any question affecting only individual CALIFORNIA LABOR SUB-
9 CLASS Members, and a Class Action is superior to other available
10 methods for the fair and efficient adjudication of the controversy,
11 including consideration of:

- 12 1) The interests of the members of the CALIFORNIA LABOR
13 SUB-CLASS in individually controlling the prosecution or
14 defense of separate actions in that the substantial expense of
15 individual actions will be avoided to recover the relatively small
16 amount of economic losses sustained by the individual
17 CALIFORNIA LABOR SUB-CLASS Members when compared
18 to the substantial expense and burden of individual prosecution
19 of this litigation;
- 20 2) Class certification will obviate the need for unduly duplicative
21 litigation that would create the risk of:
 - 22 A. Inconsistent or varying adjudications with respect to
23 individual members of the CALIFORNIA LABOR SUB-
24 CLASS, which would establish incompatible standards of
25 conduct for the DEFENDANT; and/or,
 - 26 B. Adjudications with respect to individual members of the
27 CALIFORNIA LABOR SUB-CLASS would as a
28

practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

44. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting

1 their rights individually out of fear of retaliation or adverse impact on
2 their employment;

3 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
4 numerous that it is impractical to bring all members of the
5 CALIFORNIA LABOR SUB-CLASS before the Court;

6 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
7 Members, will not be able to obtain effective and economic legal
8 redress unless the action is maintained as a Class Action;

9 (e) There is a community of interest in obtaining appropriate legal and
10 equitable relief for the acts of unfair competition, statutory violations
11 and other improprieties, and in obtaining adequate compensation for the
12 damages and injuries which DEFENDANT's actions have inflicted
13 upon the CALIFORNIA LABOR SUB-CLASS;

14 (f) There is a community of interest in ensuring that the combined assets of
15 DEFENDANT are sufficient to adequately compensate the members of
16 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

17 (g) DEFENDANT has acted or refused to act on grounds generally
18 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
19 making final class-wide relief appropriate with respect to the
20 CALIFORNIA LABOR SUB-CLASS as a whole;

21 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
22 ascertainable from the business records of DEFENDANT. The
23 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
24 CLASS Members who worked for DEFENDANT in California at any
25 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

26 (i) Class treatment provides manageable judicial treatment calculated to
27 bring a efficient and rapid conclusion to all litigation of all wage and
28

1 hour related claims arising out of the conduct of DEFENDANT as to
2 the members of the CALIFORNIA LABOR SUB-CLASS.

3
4 **FIRST CAUSE OF ACTION**

5 **For Unlawful Business Practices**

6 **[Cal. Bus. And Prof. Code §§ 17200]**

7 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

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

11 46. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
12 Code § 17021.

13 47. California Business & Professions Code §§ 17200, (the “UCL”) defines unfair
14 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
15 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
16 competition as follows:

17 Any person who engages, has engaged, or proposes to engage in unfair
18 competition may be enjoined in any court of competent jurisdiction. The court
19 may make such orders or judgments, including the appointment of a receiver,
20 as may be necessary to prevent the use or employment by any person of any
21 practice which constitutes unfair competition, as defined in this chapter, or as
22 may be necessary to restore to any person in interest any money or property,
23 real or personal, which may have been acquired by means of such unfair
24 competition.

25 Cal. Bus. & Prof. Code § 17203.

26 48. By the conduct alleged herein, DEFENDANT has engaged and continues to
27 engage in a business practice which violates California law, including but not limited to, the
28 applicable Industrial Wage Order(s), the California Code of Regulations and the California
Labor Code including Sections 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802
and the Fair Labor Standards Act and federal regulations promulgated thereunder, for which
this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof.

1 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
2 unfair competition, including restitution of wages wrongfully withheld.

3 49. By the conduct alleged herein, DEFENDANT's practices were unlawful and
4 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
5 unscrupulous or substantially injurious to employees, and were without valid justification or
6 utility for which this Court should issue equitable and injunctive relief pursuant to Section
7 17203 of the California Business & Professions Code, including restitution of wages
8 wrongfully withheld.

9 50. By the conduct alleged herein, DEFENDANT's practices were deceptive and
10 fraudulent in that DEFENDANT's policy and practice failed to provide the legally
11 mandated meal and rest periods, the required amount of compensation for missed meal and
12 rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed
13 to reimburse all necessary business expenses incurred, and failed to provide Fair Labor
14 Standards Act overtime wages due for overtime worked as a result of failing to include non-
15 discretionary incentive compensation into their regular rates of pay for purposes of
16 computing the proper overtime pay due to a business practice that cannot be justified,
17 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
18 in violation of Cal. Bus. Code §§ 17200, and for which this Court should issue injunctive
19 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of
20 wages wrongfully withheld.

21 51. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
22 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
23 the other members of the CALIFORNIA CLASS to be underpaid during their employment
24 with DEFENDANT.

25 52. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
26 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
27
28

1 provide all legally required meal breaks to PLAINTIFF and the other members of the
2 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

3 53. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
4 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
5 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
6 pay for each workday in which a second off-duty meal period was not timely provided for
7 each ten (10) hours of work.

8 54. PLAINTIFF further demands on behalf of himself and each member of the
9 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
10 duty paid rest period was not timely provided as required by law.

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

17 56. All the acts described herein as violations of, among other things, the
18 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
19 California Labor Code, were unlawful and in violation of public policy, were immoral,
20 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
21 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200.

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

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

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

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

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

61. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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1 62. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by
2 the commission is the minimum wage to be paid to employees, and the payment of a less
3 wage than the minimum so fixed is unlawful.

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

7 64. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
8 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
9 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
10 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
11 other members of the CALIFORNIA LABOR SUB-CLASS.

12 65. DEFENDANT's unlawful wage and hour practices manifested, without
13 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
14 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
15 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
16 wage pay.

17 66. In committing these violations of the California Labor Code, DEFENDANT
18 inaccurately calculated the correct time worked and consequently underpaid the actual time
19 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
20 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
21 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
22 requirements and other applicable laws and regulations.

23 67. As a direct result of DEFENDANT's unlawful wage practices as alleged
24 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
25 not receive the correct minimum wage compensation for their time worked for
26 DEFENDANT.

1 68. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
2 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
3 Members to work without paying them for all the time they were under DEFENDANT's
4 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
5 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
6 that they were entitled to, constituting a failure to pay all earned wages.

7 69. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
8 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
9 CLASS for the true time they worked, PLAINTIFF and the other members of the
10 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
11 injury in amounts which are presently unknown to them and which will be ascertained
12 according to proof at trial.

13 70. DEFENDANT knew or should have known that PLAINTIFF and the other
14 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
15 time worked. DEFENDANT elected, either through intentional malfeasance or gross
16 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
17 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
18 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
19 wages for their time worked.

20 71. In performing the acts and practices herein alleged in violation of California
21 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
22 CLASS for all time worked and provide them with the requisite compensation,
23 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously toward
24 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with a
25 conscious and utter disregard for their legal rights, or the consequences to them, and with the
26 despicable intent of depriving them of their property and legal rights, and otherwise causing
27 them injury in order to increase company profits at the expense of these employees.
28

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

13
14 **THIRD CAUSE OF ACTION**

15 **For Failure To Pay Overtime Compensation**

16 **[Cal. Lab. Code § 510]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
18 **Defendants)**

19 73. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
20 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
21 paragraphs of this Complaint.

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

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

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

10 77. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
11 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
12 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
13 including overtime work.

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

22 79. In committing these violations of the California Labor Code, DEFENDANT
23 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
24 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
25 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
26 violation of the California Labor Code, the Industrial Welfare Commission requirements and
27 other applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage
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1 practices as alleged herein, the PLAINTIFF and the other members of the CALIFORNIA
2 LABOR SUB-CLASS did not receive full compensation for overtime worked.

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

11 81. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
12 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
13 overtime worked that they are entitled to, constituting a failure to pay all earned wages.

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

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

1 84. DEFENDANT knew or should have known that PLAINTIFF and the other
2 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
3 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
4 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
5 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
6 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

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

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

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1 **FOURTH CAUSE OF ACTION**

2 **For Failure to Provide Required Meal Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 87. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

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

26 89. DEFENDANT further violates California Labor Code §§ 226.7 and the
27 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
28

1 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
2 the applicable Wage Order, one additional hour of compensation at each employee's regular
3 rate of pay for each workday that a meal period was not provided.

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

8 **FIFTH CAUSE OF ACTION**

9 **For Failure to Provide Required Rest Periods**

10 **[Cal. Lab. Code §§ 226.7 & 512]**

11 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 91. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 92. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
17 from time to time required to work in excess of four (4) hours without being provided ten
18 (10) minute rest periods. Further, these employees from time to time were denied their first
19 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
20 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
21 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
22 (10) minutes for some shifts worked of ten (10) hours or more from time to time.
23 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
24 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
25 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically
26 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

27 //

28 //

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

94. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA LABOR SUB-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

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

96. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- (5) net wages earned,
- (6) the inclusive dates of the period for which the employee is paid,
- (7) 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 or an

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1 employee identification number other than a social security number may be shown on
the itemized statement,
2 (8) the name and address of the legal entity that is the employer, and
3 (9) all applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee.

4 97. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
5 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
6 wage statements which failed to show, among other things, the correct gross and net wages
7 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
8 employees with an accurate itemized wage statement in writing showing, among other
9 things, gross wages earned and all applicable hourly rates in effect during the pay period and
10 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
11 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
12 wage statements should reflect all applicable hourly rates during the pay period and the total
13 hours worked, and the applicable pay period in which the wages were earned pursuant to
14 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
15 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
16 such information. More specifically, the wage statements failed to identify the accurate total
17 hours worked each pay period. When the hours shown on the wage statements were added
18 up, they did not equal the actual total hours worked during the pay period in violation of Cal.
19 Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
20 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
21 requirements under California Labor Code 226. As a result, DEFENDANT from time to time
22 provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
23 with wage statements which violated Cal. Lab. Code § 226.

24 98. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
25 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
26 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
27 expended calculating the correct wages for all missed meal and rest breaks and the amount
28 of employment taxes which were not properly paid to state and federal tax authorities.

1 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
2 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
3 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
4 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
5 226, in an amount according to proof at the time of trial (but in no event more than four
6 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
7 CALIFORNIA LABOR SUB-CLASS herein).

8
9 **SEVENTH CAUSE OF ACTION**

10 **For Failure to Reimburse Employees for Required Expenses**

11 **[Cal. Lab. Code § 2802]**

12 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
13 **Defendants)**

14 99. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
15 reallege and incorporate by this reference, as though fully set forth herein, the prior
16 paragraphs of this Complaint.

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

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

21 101. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
22 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
23 CLASS members for required expenses incurred in the discharge of their job duties for
24 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
25 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
26 limited to, costs related to using their personal cellular phones on behalf of and for the
27 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
28

1 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
2 phones in order to perform work related job tasks. DEFENDANT's policy and practice was
3 to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
4 expenses resulting from using their personal cellular phones for DEFENDANT within the
5 course and scope of their employment for DEFENDANT. These expenses were necessary to
6 complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct
7 to assert any waiver of this expectation. Although these expenses were necessary expenses
8 incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members,
9 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA
10 LABOR SUB-CLASS members for these expenses as an employer is required to do under
11 the laws and regulations of California.

12 102. PLAINTIFF therefore demands reimbursement for expenditures or losses
13 incurred by himself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
14 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
15 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

16 **EIGHTH CAUSE OF ACTION**

17 **For Failure to Pay Sick Pay Wages**

18 **[Cal. Lab. Code §§ 201-203, 233, 246]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

20 **and Against All Defendants)**

21 103. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
22 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
23 paragraphs of this Complaint.

24 104. Cal Lab. Code § 233 provides that an employer must permit an employee to
25 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
26 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick
27 pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
28

Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i) “Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek,” or (ii) “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” Under Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick pay wages as damages.

105. As a matter of policy and practice, DEFENDANT pays sick pay wages to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment. As a result, DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS.

106. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an employee, wages earned and unpaid at the time of discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an

1 employee quits his or her employment, unless the employee has given 72-hour notice of his
2 or her intention to quit, in which case the employee is entitled to his or her wages at the time
3 of quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code §
4 203 provides that if an employer willfully fails to pay wages owed in accordance with Cal.
5 Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty from the
6 due date, and at the same rate until paid, but the wages shall not continue for more than
7 thirty (30) days. Under Cal. Lab. Code §§ 203 and 218, employees may sue to recover
8 applicable penalties.

9 107. As alleged herein and as a matter of policy and practice, DEFENDANT
10 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
11 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
12 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-203, 233, and 246,
13 among other Labor Code provisions. PLAINTIFF is informed and believes that
14 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
15 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
16 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
17 include those benefits to which an employee is entitled as a part of his or her compensation,
18 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth*
19 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
20 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA
21 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
22 penalties.

23 108. Such a pattern, practice, and uniform administration of corporate policy is
24 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-
25 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,
26 attorney's fees, and costs of suit.

1 **NINTH CAUSE OF ACTION**

2 **For Failure to Pay Wages When Due**

3 **[Cal. Lab. Code §§ 201, 202, 203]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

5 **and Against All Defendants)**

6 109. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 110. Cal. Lab. Code § 200 provides, in relevant part, that:

10 As used in this article:

11 (a) "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.

12 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
13 agreement if the labor to be paid for is performed personally by the person
demanding payment.

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

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

18 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
19 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
20 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-
21 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
22 constitute the date of payment for purposes of the requirement to provide
payment within 72 hours of the notice of quitting.

23 113. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
24 SUB-CLASS Members' employment contract.

25 114. Cal. Lab. Code § 203 provides, in relevant part, that:

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

3 115. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
4 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
5 owed as required by law. Additionally, at all times during the term of PLAINTIFF's
6 employment with DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
7 Members earned and accrued vested vacation and holiday time on the date of their
8 termination pursuant to DEFENDANT's uniform vacation policies and applicable California
9 law. The amount of vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-
10 CLASS Members earned and accumulated is evidenced by DEFENDANT's business
11 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to
12 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay
13 such wages at the regular rate of pay and more specifically the final rate of pay that included
14 all non-discretionary incentive compensation. Rather than pay vacation wages at the regular
15 rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other
16 CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of
17 including all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-
18 discretionary incentive compensation into the vacation wage payment calculations.
19 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which
20 PLAINTIFF and other CALIFORNIA LABOR CLASS Members would be paid vacation
21 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
22 practice, policy and procedure to deny paying the PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
24 DEFENDANT failed to pay the PLAINTIFF and the members of the CALIFORNIA
25 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,
26 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,
27 DEFENDANT underpaid waiting time penalties to PLAINTIFF and other CALIFORNIA
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1 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
2 PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
3 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
4 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to provide
5 compensation for earned, accrued and vested vacation and holiday time, as well as the
6 corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
7 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members
8 of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice and policy
9 of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday time
10 accumulated at employment termination violated and continues to violate Section 227.3 of
11 the California Labor Code.

12 116. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and
13 the members of the CALIFORNIA LABOR SUB-CLASS whose employment has
14 terminated and who have not been fully paid their wages due to them, PLAINTIFF demands
15 thirty days of pay as penalty for not paying all wages due at time of termination for all
16 employees who terminated employment during the CALIFORNIA LABOR SUB-CLASS
17 PERIOD and demands an accounting and payment of all wages due, plus interest and
18 statutory costs as allowed by law.

19
20 **TENTH CAUSE OF ACTION**

21 **For Violation of the Private Attorneys General Act**

22 **[Cal. Lab. Code §§ 2698]**

23 **(By PLAINTIFF and Against All Defendants)**

24 117. PLAINTIFF realleges and incorporates by this reference, as though fully set
25 forth herein, the prior paragraphs of this Complaint.

26 118. PAGA is a mechanism by which the State of California itself can enforce state
27 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
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1 the state's labor law enforcement agencies. An action to recover civil penalties under
2 PAGA is fundamentally a law enforcement action designed to protect the public and not to
3 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
4 but to create a means of "deputizing" citizens as private attorneys general to enforce the
5 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
6 public interest to allow aggrieved employees, acting as private attorneys general to recover
7 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
8 claims cannot be subject to arbitration.

9 119. PLAINTIFF, and such persons that may be added from time to time who
10 satisfy the requirements and exhaust the administrative procedures under the Private
11 Attorney General Act, brings this Representative Action on behalf of the State of California
12 with respect to all individuals who are or previously were employed by DEFENDANT in
13 California, including any employees staffed with DEFENDANT by a third party, and
14 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
15 period of August 11, 2024 until a date as determined by the Court (the "PAGA PERIOD").

16 120. On July 29, 2025, PLAINTIFF gave written notice by electronic mail to the
17 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
18 employer of the specific provisions of this code alleged to have been violated as required by
19 Labor Code § 2699.3. On May 12, 2026, PLAINTIFF submitted an amended notice to the
20 Agency and the employer. The statutory waiting period for PLAINTIFF to add these
21 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3,
22 PLAINTIFF may now commence a representative civil action under PAGA pursuant to
23 Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
24 EMPLOYEES as herein defined.

25 121. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
27 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
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1 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
2 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
3 required expenses, and (f) failed to provide wages when due, all in violation of the applicable
4 Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246,
5 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
6 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby
7 gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery
8 of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
9 as the representative of the State of California for the illegal conduct perpetrated on
10 PLAINTIFF and the AGGRIEVED EMPLOYEES.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
14 severally, as follows:

15 1. On behalf of the CALIFORNIA CLASS:

- 16 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
17 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
18 B) An order temporarily, preliminarily and permanently enjoining and restraining
19 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
20 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
21 withheld from compensation due to PLAINTIFF and the other members of the
22 CALIFORNIA CLASS; and,
23 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
24 for restitution of the sums incidental to DEFENDANT's violations due to
25 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

26 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

- 1 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
2 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
3 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 4 B) Compensatory damages, according to proof at trial, including compensatory
5 damages for minimum and overtime compensation due PLAINTIFF and the other
6 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
7 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
8 statutory rate;
- 9 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
10 in which a violation occurs and one hundred dollars (\$100) per each member of
11 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
12 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
13 an award of costs for violation of Cal. Lab. Code § 226;
- 14 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
15 the applicable IWC Wage Order;
- 16 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
17 1197;
- 18 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
19 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
20 costs of suit.; and,
- 21 G) The wages of all terminated employees in the CALIFORNIA LABOR
22 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
23 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 24 3. On behalf of the State of California and with respect to all AGGRIEVED
25 EMPLOYEES:
- 26 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
27 General Act of 2004
28

1 4. On all claims:

2 A) An award of interest, including prejudgment interest at the legal rate;

3 B) Such other and further relief as the Court deems just and equitable; and,

4 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
5 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
6 and/or §2802.

7
8 Dated: May 28, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

9
10 By: /s/ Christine T. LeVu

11 Christine T. LeVu

12 Nicholas J. De Blouw

13 *Attorneys for Plaintiff*
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DEMAND FOR A JURY TRIAL

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

Dated: May 28, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Christine T. LeVu
Christine T. LeVu
Nicholas J. De Blouw
Attorneys for Plaintiff