

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
jcampbell@aegislawfirm.com
KRISTY R. CONNOLLY, State Bar No. 328477
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

Attorneys for Plaintiff Gary D. Hefley II, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

GARY D. HEFLEY II, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

ARCTIC GLACIER U.S.A., INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment; and
8. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Gary D. Hefley II, individually and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Gary D. Hefley II (“Plaintiff”) brings this putative class action against
5 defendants Arctic Glacier U.S.A., Inc., and DOES 1 through 20, inclusive (collectively,
6 “Defendants”), on Plaintiff’s own behalf and on behalf of a putative class of persons who are and
7 were employed by any or all Defendants as non-exempt employees throughout California.

8 2. Defendants provide services or goods throughout California.

9 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
12 competition.

13 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to pay all wages (including minimum wages and overtime wages);
- 16 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 17 (c) failing to authorize or permit lawful rest breaks or provide compensation
18 in lieu thereof;
- 19 (d) failing to reimburse necessary business-related costs;
- 20 (e) failing to provide accurate itemized wage statements;
- 21 (f) failing to pay wages timely during employment; and
- 22 (g) failing to pay all wages due upon separation of employment.

23 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
24 others similarly situated in California to recover, among other things, unpaid wages, un-
25 reimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
26 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1182.12,
27 1194, 1194.2, 1197, 1198, 2800, and 2802, and Code of California Civil Procedure § 1021.5.

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7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

10. Plaintiff is a resident of California and worked for Defendants during the relevant time periods as alleged herein.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the class members.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein. At
16 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **CLASS ACTION ALLEGATIONS**

22 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
23 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
24 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

25 19. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 20. Plaintiff's proposed class consists of and is defined as follows:
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1 Class

2 All California citizens currently or formerly employed by any or all Defendants as
3 non-exempt employees in the State of California at any time between June 25,
4 2021 and the date of class certification (“Class”).

5 21. Plaintiff also seeks to certify the following subclasses of employees:

6 Waiting Time Subclass

7 All members of the Class who separated their employment with any or all
8 Defendants at any time between June 25, 2022 and the date of class certification
9 (“Waiting Time Subclass”).

10 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
11 subclasses, or modify or re-define any class or subclass definition as appropriate based on
12 investigation, discovery, and specific theories of liability.

13 23. Members of the Class and the Waiting Time Subclass described above will be
14 collectively referred to as “Class Members.”

15 24. There are common questions of law and fact as to the Class Members that
16 predominate over any questions affecting only individual members including, but not limited to,
17 the following:

18 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
19 (including minimum wages and overtime wages) for all hours worked by
20 Plaintiff and Class Members.

21 (b) Whether Defendants required Plaintiff and Class Members to work over
22 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
23 (40) hours per week and failed to pay them proper overtime compensation
24 for all overtime hours worked.

25 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
26 periods or required Plaintiff and Class Members to work through meal
27 periods without legal compensation.

- 1 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
2 or required Plaintiff and Class Members to work through rest breaks.
- 3 (e) Whether Defendants failed to reimburse Plaintiff and Class Members for
4 necessary business-related costs expended for the benefit of Defendants.
- 5 (f) Whether Defendants failed to provide Plaintiff and Class Members
6 accurate itemized wage statements.
- 7 (g) Whether Defendants failed to pay wages timely to Plaintiff and Class
8 Members;
- 9 (h) Whether Defendants failed to timely pay the Waiting Time Subclass all
10 wages due upon termination or within seventy-two (72) hours of
11 resignation.
- 12 (i) Whether Defendants' conduct was willful or reckless.
- 13 (j) Whether Defendants engaged in unfair business practices in violation of
14 Business and Professions Code §§ 17200, *et seq.*

15 25. There is a well-defined community of interest in this litigation and the proposed
16 Class and subclasses are readily ascertainable:

17 (a) Numerosity: The Class Members are so numerous that joinder of all
18 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
19 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
20 identities of the Class Members are readily ascertainable by inspection of Defendants'
21 employment and payroll records.

22 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
23 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
24 provisions of California's wage and hour laws entitled each Class Member to similar pay,
25 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
26 sustained by the Class Members, because they arise out of and are caused by Defendants'
27 common course of conduct as alleged herein.

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1 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
2 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
3 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
4 class counsel, are competent and experienced in litigating large employment class actions and
5 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
6 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
7 costs that have been and will be necessarily expended for the prosecution of this action for the
8 substantial benefit of the Class Members.

9 (d) Superiority: The nature of this action makes use of class action
10 adjudication superior to other methods. A class action will achieve economies of time, effort, and
11 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
12 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
13 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
14 to efficiently manage this case as a class action.

15 (e) Public Policy Considerations: Employers in the State of California violate
16 employment and labor laws every day. Current employees are often afraid to assert their rights
17 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
18 because they believe their former employers might damage their future endeavors through
19 negative references and/or other means. Class actions provide class members who are not named
20 in the complaint with a type of anonymity that allows for the vindication of their rights while
21 affording them privacy protections.

22 **GENERAL ALLEGATIONS**

23 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
24 California residents as non-exempt employees throughout California.

25 27. Defendants continue to employ non-exempt employees within California.

26 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
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1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Class Members were entitled to receive wages for all time
5 worked (including minimum wages and overtime wages) and that they were not receiving all
6 wages earned for work that was required to be performed. In violation of the Labor Code and
7 IWC Wage Orders, Defendants did not pay Plaintiff and Class Members all wages owed
8 (including minimum wages and overtime wages) for all hours worked at the correct rate and
9 within the correct time period.

10 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and Class Members were entitled to receive all required meal
12 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
13 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
14 Labor Code and IWC Wage Orders, Defendants did not provide Plaintiff and Class Members all
15 meal periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members'
16 regular rate of pay when they did not receive a timely, uninterrupted meal period.

17 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
19 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
20 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
21 Orders, Defendants did not authorize or permit all rest breaks for Plaintiff and Class Members or
22 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
23 when a rest break was missed, late, or interrupted.

24 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
26 indemnification for all necessary business expenditures or losses as a direct consequence of the
27 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the
28 Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary business

1 expenses or losses, such as personal cell phone use, uniforms, and personal protective
2 equipment, but Defendants did not reimburse nor indemnify such expenses or losses that were
3 incurred as a direct consequence of the discharge of their duties, or of their obedience to the
4 directions of Defendants.

5 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and Class Members were entitled to receive itemized wage
7 statements that accurately showed the following information pursuant to the Labor Code: (1)
8 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
9 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
10 deductions, provided that all deductions made on written orders of the employee may be
11 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
12 which the employee is paid; (7) the name of the employee and only the last four digits of his or
13 her social security number or an employee identification number other than a social security
14 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at
16 each hourly rate by the employee. In violation of the Labor Code, Defendants did not provide
17 Plaintiff and Class Members with accurate itemized wage statements.

18 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that the Class Members were entitled to timely payment of wages due upon
20 separation of employment. In violation of the Labor Code, Defendants did not pay Plaintiff and
21 the Class Members all wages within the permissible time periods.

22 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
24 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
25 failed to do so in order to increase Defendants' profits.

26 36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
27 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,
28 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal

1 period premium payments, unpaid rest period premium payments, unreimbursed business
2 expenditures, interest, attorneys' fees, penalties, costs, and expenses.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

6 37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
9 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
10 wage than the minimum so fixed is unlawful.

11 39. Plaintiff and Class Members were employees entitled to the protections of Labor
12 Code §§ 1194 and 1197.

13 40. During the relevant time period, Defendants failed to pay Plaintiff and Class
14 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

15 41. During the relevant time period, Defendants failed to pay at least minimum wage
16 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

17 42. Defendants' failure to pay Plaintiff and Class Members the required minimum
18 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
19 Members are entitled to recover the unpaid balance of their minimum wage compensation as
20 well as interest, costs, and attorneys' fees.

21 43. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
22 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
23 interest thereon.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME**

26 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

27 44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

1 45. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
2 unlawful to employ persons without compensating them at a rate of pay either one and one-half
3 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
4 worked by the person on a daily or weekly basis.

5 46. Specifically, the applicable IWC Wage Orders provide that Defendants are and
6 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
7 and one-half times (1½) their regular rate of pay when working and for all hours worked in
8 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
9 eight (8) hours of work on the seventh day of work in a workweek.

10 47. The applicable IWC Wage Orders further provide that Defendants are and were
11 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
12 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
13 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

14 48. California Labor Code § 510 codifies the right to overtime compensation at one
15 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
16 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
17 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
18 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
19 seventh day of work in a workweek.

20 49. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
21 of more than six days in a workweek is only permissible if the employer pays proper overtime
22 compensation as set forth herein.

23 50. Plaintiff and Class Members were employees entitled to the protections of
24 California Labor Code §§ 510 and 1194.

25 51. During the relevant time period, Defendants required Plaintiff and Class Members
26 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
27 consecutive day of work, entitling them to overtime wages.

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52. During the relevant time period, Defendants failed to pay Plaintiff and Class Members overtime wages for all overtime hours worked. To the extent these hours qualify for the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime wages.

53. In violation of California law, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiff and Class Members for all wages earned and all hours worked.

54. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

55. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

57. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

58. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

59. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours in a day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if

1 the total work period per day of the employee is not more than six (6) hours, the meal period may
2 be waived by mutual consent of both the employer and the employee.

3 60. Labor Code § 512(a) also provides that an employer may not employ an employee
4 for a work period of more than ten (10) hours per day without providing the employee with a
5 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
6 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
7 employer and the employee only if the first meal period was not waived.

8 61. During the relevant time period, Plaintiff and Class Members worked more than
9 five (5) or ten (10) hours and did not receive all compliant meal periods because their meal
10 periods were missed, late, short, interrupted, and/or they were not permitted to take a second
11 meal period.

12 62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
13 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
14 compensation for each work day that a compliant meal period is not provided.

15 63. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
16 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
17 and section 11 of the applicable IWC Wage Order.

18 64. As a result of Defendants' failure to pay Plaintiff and Class Members an
19 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
20 Class Members suffered and continue to suffer a loss of wages and compensation.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PERMIT REST BREAKS**

23 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

24 65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
25 though fully set forth herein.

26 66. Labor Code § 226.7(a) provides that no employer shall require an employee to
27 work during any rest period mandated by the IWC Wage Orders.
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1 67. Section 12 of the applicable IWC Wage Order states “[e]very employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
3 the middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the
4 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
5 fraction thereof[,]” unless the total daily work time is less than three and one-half (3½) hours.

6 68. During the relevant time period, Plaintiff and Class Members did not receive all
7 ten (10) minute rest periods for every four (4) hours or major fraction thereof worked, including
8 working in excess of ten (10) hours, because they were required to work through their rest
9 periods and/or were not authorized to take their rest periods.

10 69. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
11 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
12 compensation for each work day that a compliant rest period is not provided.

13 70. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest
14 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code §
15 226.7(b) and section 12 of the applicable IWC Wage Order.

16 71. As a result of Defendants’ failure to pay Plaintiff and Class Members an
17 additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class
18 Members suffered and continue to suffer a loss of wages and compensation.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 (Violation of Labor Code §§ 2800, 2802)

22 72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
23 though fully set forth herein.

24 73. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his
25 employee for losses caused by the employer’s want of ordinary care.”

26 74. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct
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1 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
2 the employer”

3 75. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for
4 reimbursement of necessary expenditures under this section shall carry interest at the same rate
5 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
6 the necessary expenditure or loss.”

7 76. Labor Code § 2802(c) states that “[f]or purposes of this section, the term
8 “necessary expenditures or losses” shall include all reasonable costs, including, but not limited
9 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

10 77. During the relevant time period, Plaintiff and Class Members incurred necessary
11 business-related costs that were not fully reimbursed by Defendants.

12 78. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or
13 indemnify Plaintiff and Class Members for their expenses due to Defendants’ knowing and
14 intentional failure to reimburse necessary business expenditures in connection with Plaintiff’s
15 and Class Members’ work and job duties.

16 79. As a direct result, Plaintiff and Class Members have suffered and continue to
17 suffer losses, and therefore seek complete reimbursement and indemnification of necessary
18 business expenditures or losses, interest thereon at the required rate, and all reasonable costs in
19 enforcing the rights under Labor Code § 2802, including, but not limited to attorneys’ fees.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 (Violation of Labor Code § 226; Violation of IWC Wage Order)

23 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 81. Labor Code § 226(a) requires Defendants to provide each employee with an
26 accurate wage statement in writing showing nine pieces of information, including, the following:
27 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
28 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

1 deductions, provided that all deductions made on written orders of the employee may be
2 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
3 which the employee is paid, (7) the name of the employee and the last four digits of his or her
4 social security number or an employee identification number other than a social security number,
5 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
6 rates in effect during the pay period and the corresponding number of hours worked at each
7 hourly rate by the employee.

8 82. During the relevant time period, Defendants have knowingly and intentionally
9 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
10 and Class Members. The deficiencies include, among other things, the failure to correctly state
11 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
12 number of hours worked at each hourly rate by Plaintiff and Class Members.

13 83. As a result of Defendants' knowing and intentional failure to comply with Labor
14 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
15 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
16 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
17 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
18 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
19 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
20 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
21 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
22 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
23 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
24 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
25 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

26 84. Plaintiff and Class Members are entitled to recover from Defendants the greater of
27 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
28 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars

1 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
2 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

3 85. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
4 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
5 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
6 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
7 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
8 to proof at trial.

9 SEVENTH CAUSE OF ACTION

10 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

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

12 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
13 though fully set forth herein.

14 87. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
15 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
16 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
17 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
18 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
19 his or her wages at the time of quitting.

20 88. During the relevant time period, Defendants willfully failed to pay the Waiting
21 Time Subclass all their earned wages upon termination, either at the time of discharge or within
22 seventy-two (72) hours of their leaving Defendants' employ.

23 89. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the
24 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
25 violation of Labor Code §§ 201 and 202.

26 90. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
27 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
28 the wages of the employee shall continue as a penalty from the due date at the same rate until

1 paid or until an action is commenced; but the wages shall not continue for more than thirty (30)
2 days.

3 91. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
4 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'
5 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
6 maximum of thirty (30) days.

7 EIGHTH CAUSE OF ACTION

8 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.***

9 (Violation of Business and Professions Code §§ 17200, *et seq.*)

10 92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 93. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
13 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . .
14 . .”

15 94. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
16 be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies
17 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
18 suffer injuries-in-fact.

19 95. Defendants’ policies and practices violated state law in at least the following
20 respects:

- 21 (a) Failing to pay all wages earned (including minimum wage and overtime
22 wages) to Plaintiff and Class Members at the proper rate and in a timely
23 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.
- 24 (b) Failing to provide compliant meal periods without paying Plaintiff and
25 Class Members premium wages for every day said meal periods were not
26 provided in violation of Labor Code §§ 226.7 and 512.
- 27 (c) Failing to authorize or permit compliant rest breaks without paying
28 Plaintiff and Class Members premium wages for every day said rest

breaks were not authorized or permitted in violation of Labor Code § 226.7.

(d) Failing to reimburse Plaintiff and Class Members for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

(e) Failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code § 226.

(f) Failing to timely pay all earned wages to the members of the Waiting Time Subclass upon separation of employment in violation of Labor Code §§ 201, 202, and 203.

96. As alleged herein, Defendants systematically engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages (minimum and overtime wages), failing to provide meal periods and rest breaks or compensation in lieu thereof, failing to reimburse necessary business-related costs and expenses, failing to furnish accurate wage statements, and failing to pay all wages due and owing upon separation of employment in a timely manner to the Waiting Time Subclass, all in order to decrease their costs of doing business and increase their profits.

97. At all relevant times herein, Defendants held themselves out to Plaintiff and Class Members as being knowledgeable concerning the labor and employment laws of California.

98. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and/or gain a greater foothold in the marketplace.

99. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

100. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

101. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

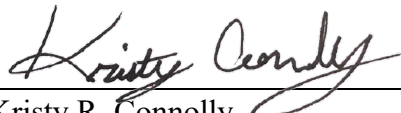
1. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;
2. For appointment of Gary D. Hefley II as class representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to Labor Code § 1194.2;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
12. For pre-judgment interest;

1 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
2 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
3 226(e) and 1194; and

4 14. For such other relief as the Court deems just and proper.

5
6 Dated: June 25, 2025

AEGIS LAW FIRM, PC

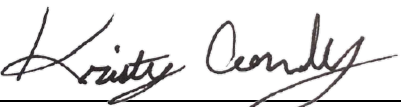
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8 By: 
9 Kristy R. Connolly
Attorneys for Plaintiff

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

12
13 Dated: June 25, 2025

AEGIS LAW FIRM, PC

14
15 By: 
16 Kristy R. Connolly
Attorneys for Plaintiff