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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

CALVIN WATSON, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

PIER 39, LP, a California limited
partnership; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CGC-23-608701

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime and double time);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

11/07/2025
Clerk of the Court
BY: EDWARD SANTOS
Deputy Clerk

- 1 § 226(a) (Non-Compliant Wage
2 Statements);
3 (8) Violation of California Labor Code
4 § 1174(d) (Failure To Keep
5 Requisite Payroll Records);
6 (9) Violation of California Labor Code
7 §§ 2800 and 2802 (Unreimbursed
8 Business Expenses);
9 (10) Violation of California Business &
10 Professions Code §§ 17200, et seq.
11 (11) Violation of California Labor Code
12 § 2698, et seq. (California Labor
13 Code Private Attorneys General Act
14 of 2004).

15 **DEMAND FOR JURY TRIAL**

16 COMES NOW, Plaintiff CALVIN WATSON (“Plaintiff”), individually, and on behalf
17 of other members of the general public similarly situated, and alleges as follows:

18 **JURISDICTION AND VENUE**

19 1. This class action is brought pursuant to the California Code of Civil Procedure
20 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
21 jurisdiction limits of the Superior Court and will be established according to proof at trial.

22 2. This Court has jurisdiction over this action pursuant to the California
23 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all
24 other causes” except those given by statute to other courts. The statutes under which this action
25 is brought do not specify any other basis for jurisdiction.

26 3. This Court has jurisdiction over Defendant because, upon information and belief,
27 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
28 intentionally avails itself of the California market so as to render the exercise of jurisdiction over
it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant
maintains offices, has agents, employs individuals, and/or transacts business in the State of
California, County of San Francisco. The majority of acts and omissions alleged herein relating
to Plaintiff and the other class members took place in the State of California, including the County
of San Francisco. At all relevant times, Defendant maintained its headquarters/“nerve center”
within the State of California, County of San Francisco.

PARTIES

5. Plaintiff CALVIN WATSON is an individual residing in the State of California, County of San Francisco.

6. Defendant PIER 39, LP, at all times herein mentioned, was and is, upon information and belief, a California limited partnership and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Francisco.

7. At all relevant times, Defendant PIER 39, LP was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants PIER 39, LP and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant PIER 39, LP and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or

1 affected the working conditions, wages, working hours, and conditions of employment of
2 Plaintiff and the other class members so as to make each of said Defendants employers liable
3 under the statutory provisions set forth herein.

4 **CLASS ACTION ALLEGATIONS**

5 12. Plaintiff brings this action on his own behalf and on behalf of all other members
6 of the general public similarly situated, and, thus, seeks class certification under California Code
7 of Civil Procedure section 382.

8 13. The proposed class is defined as follows:

9 All individuals who were employed by Defendants as non-exempt employees in
10 the State of California at any time during the period from August 29, 2019, to
11 final judgment.

12 14. Plaintiff reserves the right to establish subclasses as appropriate.

13 15. The class is ascertainable and there is a well-defined community of interest in the
14 litigation:

15 a. Numerosity: The class members are so numerous that joinder of all class
16 members is impracticable. The membership of the entire class is unknown
17 to Plaintiff at this time; however, the class is estimated to be greater than
18 fifty (50) individuals and the identity of such membership is readily
19 ascertainable by inspection of Defendants' employment records.

20 b. Typicality: Plaintiff's claims are typical of all other class members' as
21 demonstrated herein. Plaintiff will fairly and adequately protect the
22 interests of the other class members with whom he has a well-defined
23 community of interest.

24 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each
25 class member, with whom he has a well-defined community of interest
26 and typicality of claims, as demonstrated herein. Plaintiff has no interest
27 that is antagonistic to the other class members. Plaintiff's attorneys, the
28 proposed class counsel, are versed in the rules governing class action

1 discovery, certification, and settlement. Plaintiff has incurred, and during
2 the pendency of this action will continue to incur, costs and attorneys'
3 fees, that have been, are, and will be necessarily expended for the
4 prosecution of this action for the substantial benefit of each class member.

5 d. Superiority: A class action is superior to other available methods for the
6 fair and efficient adjudication of this litigation because individual joinder
7 of all class members is impractical.

8 e. Public Policy Considerations: Certification of this lawsuit as a class action
9 will advance public policy objectives. Employers of this great state violate
10 employment and labor laws every day. Current employees are often afraid
11 to assert their rights out of fear of direct or indirect retaliation. However,
12 class actions provide the class members who are not named in the
13 complaint anonymity that allows for the vindication of their rights.

14 16. There are common questions of law and fact as to the class members that
15 predominate over questions affecting only individual members. The following common
16 questions of law or fact, among others, exist as to the members of the class:

17 a. Whether Defendants' failure to pay wages, without abatement or
18 reduction, in accordance with the California Labor Code, was willful;

19 b. Whether Defendants had a corporate policy and practice of failing to pay
20 their hourly-paid or non-exempt employees within the State of California
21 for all hours worked and missed (short, late, interrupted, and/or missed
22 altogether) meal periods and rest breaks in violation of California law;

23 c. Whether Defendants required Plaintiff and the other class members to
24 work over eight (8) hours per day and/or over forty (40) hours per week
25 and failed to pay the legally required overtime compensation to Plaintiff
26 and the other class members;

27 d. Whether Defendants required Plaintiff and the other class members to
28 work over twelve (12) hours per day and/or over eight (8) hours on any

seventh day of a workweek and failed to pay the legally required double time compensation to Plaintiff and other class members;

e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation, required Plaintiff and other class members to delay or shorten their meal periods, required Plaintiff and other class members to combine meal and rest periods; whether Defendants failed to relieve Plaintiff and other class members of all duties during their meal/rest periods; and/or whether Defendants interrupted the meal/rest periods of Plaintiff and other Class Members;

f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;

g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;

h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;

i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

k. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

l. Whether Defendants' conduct was willful or reckless;

m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

- 1 n. The appropriate amount of damages, restitution, and/or monetary penalties
2 resulting from Defendants' violation of California law; and
3 o. Whether Plaintiff and the other class members are entitled to
4 compensatory damages pursuant to the California Labor Code.

5 **GENERAL ALLEGATIONS**

6 17. At all relevant times set forth herein, Defendants employed Plaintiff and other
7 persons as hourly-paid or non-exempt employees within the State of California, including the
8 County of San Francisco.

9 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
10 exempt employee, from approximately November 2021 to approximately June 2022, in the State
11 of California, County of San Francisco.

12 19. Defendants hired Plaintiff and the other class members, classified them as hourly-
13 paid or non-exempt employees, and failed to compensate them for all hours worked and missed
14 meal periods and/or rest breaks.

15 20. Defendants had the authority to hire and terminate Plaintiff and the other class
16 members, to set work rules and conditions governing Plaintiff's and the other class members'
17 employment, and to supervise their daily employment activities.

18 21. Defendants exercised sufficient authority over the terms and conditions of
19 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
20 and the other class members.

21 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
22 class members.

23 23. Defendants continue to employ hourly-paid or non-exempt employees within the
24 State of California.

25 24. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
26 forty (40) hours in a week during their employment with Defendants.

27 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt

1 employees within the State of California. This pattern and practice involved, *inter alia*, failing
2 to pay them for all regular, overtime, and/or double time wages earned and for missed meal
3 periods and rest breaks in violation of California law.

4 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members were entitled to receive
6 certain wages for overtime and/or double time compensation and that they were not receiving
7 accurate overtime and/or double time compensation for all overtime / double time hours worked.

8 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 failed to provide Plaintiff and the other class members all required rest and meal periods during
10 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
11 thus they are entitled to any and all applicable penalties.

12 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
15 member's regular rate of pay when a meal period was missed, and they did not receive all meal
16 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
17 regular rate of pay when a meal period was missed, and/or when a meal period was taken that
18 was short, interrupted, a meal period in which all duties were not relieved, and/or when meal
19 periods were combined with rest periods.

20 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members were entitled to receive
22 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
23 member's regular rate of pay when a rest period was missed, and they did not receive all rest
24 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
25 regular rate of pay when a rest period was missed.

26 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to receive
28 at least minimum wages for compensation and that they were not receiving at least minimum

1 wages for all hours worked, including for pre-and post-shift off-the-clock work, donning and
2 doffing off-the-clock, and for time undercompensated due to Defendants' unlawful rounding
3 policy that resulted in Plaintiff and class members' time being inaccurately recorded.

4 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members were entitled to receive
6 all wages owed to them upon discharge or resignation, including overtime, double time, and
7 minimum wages and meal and rest period premiums, and they did not, in fact, receive all such
8 wages owed to them at the time of their discharge or resignation.

9 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to receive
11 all wages owed to them during their employment. Plaintiff and the other class members did not
12 receive payment of all wages, including overtime, double time, and minimum wages and meal
13 and rest period premiums, within any time permissible under California Labor Code section 204.

14 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 complete and accurate wage statements in accordance with California law, but, in fact, they did
17 not receive complete and accurate wage statements from Defendants. The deficiencies included,
18 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
19 members.

20 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Defendants had to keep complete and accurate payroll records
22 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
23 keep complete and accurate payroll records.

24 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to
26 reimbursement for necessary business-related expenses.

27 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that they had a duty to compensate Plaintiff and the other class

1 members pursuant to California law, and that Defendants had the financial ability to pay such
2 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
3 to Plaintiff and the other class members that they were properly denied wages, all in order to
4 increase Defendants' profits.

5 37. During the relevant time period, Defendants failed to pay overtime and/or double
6 time wages to Plaintiff and the other class members for all overtime and double time hours
7 worked. Plaintiff and the other class members were required to work more than eight (8) hours
8 per day and/or forty (40) hours per week without overtime compensation for all overtime hours
9 worked. Plaintiff and other class members were required to work more than twelve (12) hours
10 per day and/or eight hours on a seventh day of a workweek without double time compensation
11 for all double time hours worked.

12 38. During the relevant time period, Defendants failed to provide all requisite, timely
13 uninterrupted meal and rest periods to Plaintiff and the other class members.

14 39. During the relevant time period, Defendants failed to pay Plaintiff and the other
15 class members at least minimum wages for all hours worked.

16 40. During the relevant time period, Defendants failed to pay Plaintiff and the other
17 class members all wages owed to them upon discharge or resignation.

18 41. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 class members all wages within any time permissible under California law, including, *inter alia*,
20 California Labor Code section 204.

21 42. During the relevant time period, Defendants failed to provide complete or
22 accurate wage statements to Plaintiff and the other class members.

23 43. During the relevant time period, Defendants failed to keep complete or accurate
24 payroll records for Plaintiff and the other class members.

25 44. During the relevant time period, Defendants failed to reimburse Plaintiff and the
26 other class members for all necessary business-related expenses and costs.

27 45. During the relevant time period, Defendants failed to properly compensate
28 Plaintiff and the other class members pursuant to California law in order to increase Defendants'

1 profits.

2 46. California Labor Code section 218 states that nothing in Article 1 of the Labor
3 Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due
4 to him [or her] under this article.”

5 **FIRST CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 510 and 1198)**

7 **(Against PIER 39, LP and DOES 1 through 100)**

8 47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
9 through 46, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 48. California Labor Code section 1198 and the applicable Industrial Welfare
12 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
13 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
14 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

15 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and the other class members employed by Defendants, and
17 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
18 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
19 forty (40) hours in a workweek.

20 50. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and the other class members double time compensation at a rate of two
22 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

23 51. California Labor Code section 510 codifies the right to overtime compensation at
24 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
25 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
26 work, and to double time compensation at twice the regular hourly rate for hours worked in
27 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
28 of work.

1 52. During the relevant time period, Plaintiff and the other class members worked in
2 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, and in excess
3 of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work.

4 53. During the relevant time period, Defendants intentionally and willfully failed to
5 pay overtime and/or double time wages owed to Plaintiff and the other class members.

6 54. Defendants' failure to pay Plaintiff and the other class members the unpaid
7 balance of overtime and/or double time compensation, as required by California laws, violates
8 the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

9 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class
10 members are entitled to recover unpaid overtime and/or double time compensation, as well as
11 interest, costs, and attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 226.7 and 512(a))**

14 **(Against PIER 39, LP and DOES 1 through 100)**

15 56. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 55, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 57. At all relevant times, the IWC Order and California Labor Code sections 226.7
19 and 512(a) were applicable to Plaintiff's and the other class members' employment by
20 Defendants.

21 58. At all relevant times, California Labor Code section 226.7 provides that no
22 employer shall require an employee to work during any meal or rest period mandated by an
23 applicable order of the California IWC.

24 59. At all relevant times, the applicable IWC Wage Order and California Labor Code
25 section 512(a) provide that an employer may not require, cause or permit an employee to work
26 for a work period of more than five (5) hours per day without providing the employee with a
27 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
28 employee is no more than six (6) hours, the meal period may be waived by mutual consent of

1 both the employer and employee.

2 60. At all relevant times, the applicable IWC Wage Order and California Labor Code
3 section 512(a) further provide that an employer may not require, cause or permit an employee to
4 work for a work period of more than ten (10) hours per day without providing the employee with
5 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
6 hours worked is no more than twelve (12) hours, the second meal period may be waived by
7 mutual consent of the employer and the employee only if the first meal period was not waived.

8 61. During the relevant time period, Plaintiff and the other class members who were
9 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
10 legally-mandated meal periods by mutual consent, were required to work for periods longer than
11 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
12 rest period.

13 62. During the relevant time period, Plaintiff and the other class members who were
14 scheduled to work for a period of time in excess of six (6) hours were required to work for
15 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
16 (30) minutes and/or rest period.

17 63. During the relevant time period, Defendants intentionally and willfully required
18 Plaintiff and the other class members to work during meal periods and failed to compensate
19 Plaintiff and the other class members the full meal period premium for work performed during
20 meal periods.

21 64. During the relevant time period, Plaintiff and other class members who were
22 scheduled to work for a period of time in excess of six (6) hours were required to work for
23 periods of longer than five (5) hours without a full, 30-minute meal period during which they
24 were relieved of all duties.

25 65. During the relevant time period, Defendants required Plaintiff and other class
26 members to work combine their rest break(s) with meal break(s).

27 66. During the relevant time period, Defendants failed to pay Plaintiff and the other
28 class members the full meal period premium due pursuant to California Labor Code section

1 226.7.

2 67. Defendants' conduct violates applicable IWC Wage Order and California Labor
3 Code sections 226.7 and 512(a).

4 68. Pursuant to applicable IWC Wage Order and California Labor Code section
5 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
6 additional hour of pay at the employee's regular rate of compensation for each work day that the
7 meal or rest period is not provided.

8 **THIRD CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226.7)**

10 **(Against PIER 39, LP and DOES 1 through 100)**

11 69. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 66, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 70. At all times herein set forth, the applicable IWC Wage Order and California Labor
15 Code section 226.7 were applicable to Plaintiff's and the other class members' employment by
16 Defendants.

17 71. At all relevant times, California Labor Code section 226.7 provides that no
18 employer shall require an employee to work during any rest period mandated by an applicable
19 order of the California IWC.

20 72. At all relevant times, the applicable IWC Wage Order provides that "[e]very
21 employer shall authorize and permit all employees to take rest periods, which insofar as
22 practicable shall be in the middle of each work period" and that the "rest period time shall be
23 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
24 hours or major fraction thereof" unless the total daily work time is less than three and one-half
25 (3 ½) hours.

26 73. During the relevant time period, Defendants required Plaintiff and other class
27 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
28 period, free from all duties, per each four (4) hour period worked.

74. During the relevant time period, Defendants required Plaintiff and other class members to work combine their rest break(s) with meal break(s).

75. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

76. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

77. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

78. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7©, Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against PIER 39, LP and DOES 1 through 100)

79. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

80. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

81. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

82. During the relevant time period, Defendants required Plaintiff and the other class members to work off the clock, performing pre-and post-shift work, for which they were not compensated. Defendants further required Plaintiff and the other class members to don and doff

1 required uniforms and equipment while off-the-clock, and Plaintiff and the other class members
2 were likewise not compensated for this time.

3 83. During the relevant time period, Defendants maintained an unlawful rounding
4 policy that resulted in Plaintiff and the other class members' time being inaccurately recorded.
5 As a resulting, Defendants' unlawful rounding policy and practice caused Plaintiff and other
6 class members to forfeit compensation for their time worked by working without their time being
7 accurately recorded and without compensation at the applicable overtime and double time rates.

8 84. Defendants' failure to pay Plaintiff and the other class members the minimum
9 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
10 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of
11 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
12 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

13 85. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
14 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
15 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
16 minimum wages.

17 86. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
18 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
19 unpaid and interest thereon.

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 201 and 202)**

22 **(Against PIER 39, LP and DOES 1 through 100)**

23 87. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 81, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 88. At all relevant times herein set forth, California Labor Code sections 201 and 202
27 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately, and if an employee quits his or her employment, his

1 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
2 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of quitting.

4 89. During the relevant time period, Defendants intentionally and willfully failed to
5 pay Plaintiff and the other class members who are no longer employed by Defendants their
6 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

7 90. Defendants' failure to pay Plaintiff and the other class members who are no longer
8 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their
9 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

10 91. California Labor Code section 203 provides that if an employer willfully fails to
11 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
12 continue as a penalty from the due date thereof at the same rate until paid or until an action is
13 commenced; but the wages shall not continue for more than thirty (30) days.

14 92. Plaintiff and the other class members are entitled to recover from Defendants the
15 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
16 pursuant to California Labor Code section 203.

17 **SIXTH CAUSE OF ACTION**

18 **(Violation of California Labor Code § 204)**

19 **(Against PIER 39, LP and DOES 1 through 100)**

20 93. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 87, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 94. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
25 calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 16th and the 26th day of the month during which the labor was performed.

27 95. At all times herein set forth, California Labor Code section 204 provides that all
28 wages earned by any person in any employment between the 16th and the last day, inclusive, of

any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

96. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

97. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

98. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against PIER 39, LP and DOES 1 through 100)

99. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

100. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (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, (8) the name and address of the legal entity that is the employer, and (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the

1 employer for at least three years at the place of employment or at a central location within the
2 State of California.

3 101. Defendants have intentionally and willfully failed to provide Plaintiff and the
4 other class members with complete and accurate wage statements. The deficiencies include, but
5 are not limited to: the failure to include the total number of hours worked by Plaintiff and the
6 other class members.

7 102. As a result of Defendants' violation of California Labor Code section 226(a),
8 Plaintiff and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 103. More specifically, Plaintiff and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 226(a) because
12 they were denied both their legal right to receive, and their protected interest in receiving,
13 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

14 104. Plaintiff and the other class members are entitled to recover from Defendants the
15 greater of their actual damages caused by Defendants' failure to comply with California Labor
16 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

17 105. Plaintiff and the other class members are also entitled to injunctive relief to ensure
18 compliance with this section, pursuant to California Labor Code section 226(h).

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 1174(d))**

21 **(Against PIER 39, LP and DOES 1 through 100)**

22 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 100, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 107. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
26 central location in the state or at the plants or establishments at which employees are employed,
27 payroll records showing the hours worked daily by and the wages paid to, and the number of
28 piece-rate units earned by and any applicable piece rate paid to, employees employed at the

1 respective plants or establishments. These records shall be kept in accordance with rules
2 established for this purpose by the commission, but in any case shall be kept on file for not less
3 than two years.

4 108. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
6 class members.

7 109. As a result of Defendants' violation of California Labor Code section 1174(d),
8 Plaintiff and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 110. More specifically, Plaintiff and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
12 they were denied both their legal right and protected interest, in having available, accurate and
13 complete payroll records pursuant to California Labor Code section 1174(d).

14 **NINTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 2800 and 2802)**

16 **(Against PIER 39, LP and DOES 1 through 100)**

17 111. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 105, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 112. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her
23 obedience to the directions of the employer.

24 113. Plaintiff and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants.

26 114. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
27 other class members for all necessary business-related expenses and costs.

28 115. Plaintiff and the other class members are entitled to recover from Defendants their

1 business-related expenses and costs incurred during the course and scope of their employment,
2 plus interest accrued from the date on which the employee incurred the necessary expenditures
3 at the same rate as judgments in civil actions in the State of California.

4 **TENTH CAUSE OF ACTION**

5 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

6 **(Against PIER 39, LP and DOES 1 through 100)**

7 116. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 110, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 117. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
12 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest
13 within the meaning of Code of Civil Procedure section 1021.5.

14 118. Defendants' activities as alleged herein are violations of California law, and
15 constitute unlawful business acts and practices in violation of California Business & Professions
16 Code section 17200, et seq.

17 119. A violation of California Business & Professions Code section 17200, et seq. may
18 be predicated on the violation of any state or federal law. In this instant case, Defendants'
19 policies and practices of requiring employees, including Plaintiff and the other class members,
20 to work overtime and double time without paying them proper compensation violate California
21 Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
22 employees, including Plaintiff and the other class members, to work through their meal and
23 rest periods and/or failing to relieve them of all duties during meal and rest periods and/or
24 interrupting meal and rest periods, without paying them proper compensation violate California
25 Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay
26 minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover,
27 Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class
28 members violate California Labor Code sections 201, 202 and 204. Defendants also violated

1 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

2 120. As a result of the herein described violations of California law, Defendants
3 unlawfully gained an unfair advantage over other businesses.

4 121. Plaintiff and the other class members have been personally injured by Defendants'
5 unlawful business acts and practices as alleged herein, including but not necessarily limited to
6 the loss of money and/or property.

7 122. Pursuant to California Business & Professions Code sections 17200, et seq.,
8 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
9 by Defendants during a period that commences four years preceding the filing of this Complaint;
10 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and
11 other applicable laws; and an award of costs.

12 **ELEVENTH CAUSE OF ACTION**

13 **(Violation of the Private Attorneys General Act, Cal. Lab. Code §§ 2698, et seq.)**

14 **(Against PIER 39, LP and DOES 1 through 100)**

15 123. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 117, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

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

27 125. Plaintiff, and such persons that may be added from time to time who satisfy the
28 requirements and exhaust the administrative procedures under the Private Attorney General Act,

bring this individual PAGA and Representative Action on behalf of the State of California with respect to himself and all individuals who were employed by Defendant as non-exempt employees in the State of California from August 29, 2022, to final judgment (the “Aggrieved Employees”).

126. On September 2, 2025, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency (the "Agency") and the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all Aggrieved Employees as herein defined.

127. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendants (a) failed to pay Plaintiff and Aggrieved Employees minimum wages, overtime wages and double time wages, (b) failed to provide Plaintiff and Aggrieved Employees legally required meal and rest breaks, (c) failed to pay Plaintiff and Aggrieved Employees at the correct regular rate of pay, (d) failed to pay Plaintiff and Aggrieved Employees for all time worked, and (e) failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, and thereby gives rise to statutory penalties as a result of such conduct. Plaintiff hereby seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on Plaintiff and the other Aggrieved Employees.

128. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of up to two hundred dollars (\$200) for each Aggrieved Employee, including Plaintiff, per pay period per violation. Plaintiff and the Aggrieved Employees are entitled to an award of reasonable attorney’s fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually, and on behalf of other members of the general public similarly
3 situated, requests a trial by jury.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
6 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
7 as follows:

8 **Class Certification**

- 9 1. That this action be certified as a class action;
10 2. That Plaintiff be appointed as the representative of the Class;
11 3. That counsel for Plaintiff be appointed as Class Counsel; and
12 4. That Defendants provide to Class Counsel immediately the names and most
13 current/last known contact information (address, e-mail and telephone numbers) of all class
14 members.

15 **As to the First Cause of Action**

- 16 5. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
18 all overtime and/or double time wages due to Plaintiff and the other class members;
19 6. For general unpaid wages at overtime wage rates and/or double time wage rates
20 and such general and special damages as may be appropriate;
21 7. For pre-judgment interest on any unpaid overtime and/or double time
22 compensation commencing from the date such amounts were due;
23 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code section 1194; and
25 9. For such other and further relief as the Court may deem just and proper.

26 **As to the Second Cause of Action**

- 27 10. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to

1 provide compliant breaks for all meal periods (including second meal periods) to Plaintiff and
2 the other class members;

3 11. That the Court make an award to Plaintiff and the other class members of one (1)
4 hour of pay at each employee's regular rate of compensation for each workday that a meal period
5 was not provided;

6 12. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 13. For premium wages pursuant to California Labor Code section 226.7(c);

9 14. For pre-judgment interest on any unpaid wages from the date such amounts were
10 due;

11 15. For reasonable attorneys' fees and costs of suit incurred herein; and

12 16. For such other and further relief as the Court may deem just and proper.

13 **As to the Third Cause of Action**

14 17. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
16 rest periods to Plaintiff and the other class members;

17 18. That the Court make an award to Plaintiff and the other class members of one (1)
18 hour of pay at each employee's regular rate of compensation for each workday that a rest period
19 was not provided;

20 19. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 20. For premium wages pursuant to California Labor Code section 226.7(c);

23 21. For pre-judgment interest on any unpaid wages from the date such amounts were
24 due; and

25 22. For such other and further relief as the Court may deem just and proper.

26 **As to the Fourth Cause of Action**

27 23. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to

1 Plaintiff and the other class members;

2 24. For general unpaid wages and such general and special damages as may be
3 appropriate;

4 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
5 Plaintiff and the other class members in the amount as may be established according to proof at
6 trial;

7 26. For pre-judgment interest on any unpaid compensation from the date such
8 amounts were due;

9 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Labor Code section 1194(a);

11 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

12 29. For such other and further relief as the Court may deem just and proper.

13 **As to the Fifth Cause of Action**

14 30. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
16 time of termination of the employment of Plaintiff and the other class members no longer
17 employed by Defendants;

18 31. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 32. For statutory wage penalties pursuant to California Labor Code section 203 for
21 Plaintiff and the other class members who have left Defendants' employ;

22 33. For pre-judgment interest on any unpaid compensation from the date such
23 amounts were due; and

24 34. For such other and further relief as the Court may deem just and proper.

25 **As to the Sixth Cause of Action**

26 35. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
28 by California Labor Code section 204 to Plaintiff and the other class members;

1 36. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 37. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due; and

5 38. For such other and further relief as the Court may deem just and proper.

6 **As to the Seventh Cause of Action**

7 39. That the Court declare, adjudge and decree that Defendants violated the record
8 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
9 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
10 wage statements thereto;

11 40. For actual, consequential and incidental losses and damages, according to proof;

12 41. For statutory penalties pursuant to California Labor Code section 226(e);

13 42. For injunctive relief to ensure compliance with this section, pursuant to California
14 Labor Code section 226(h); and

15 43. For such other and further relief as the Court may deem just and proper.

16 **As to the Eighth Cause of Action**

17 44. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
19 for Plaintiff and the other class members as required by California Labor Code section 1174(d);

20 45. For actual, consequential and incidental losses and damages, according to proof;

21 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

22 47. For such other and further relief as the Court may deem just and proper.

23 **As to the Ninth Cause of Action**

24 48. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class
26 members for all necessary business-related expenses as required by California Labor Code
27 sections 2800 and 2802;

28 49. For actual, consequential and incidental losses and damages, according to proof;

- 1 50. For the imposition of civil penalties and/or statutory penalties;
2 51. For reasonable attorneys' fees and costs of suit incurred herein; and
3 52. For such other and further relief as the Court may deem just and proper.

4 **As to the Tenth Cause of Action**

5 53. That the Court decree, adjudge and decree that Defendants violated California
6 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
7 other class members all overtime and double time compensation due to them, failing to provide
8 all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum
9 wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class
10 members' wages timely as required by California Labor Code section 201, 202 and 204 and by
11 violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

12 54. For restitution of unpaid wages to Plaintiff and all the other class members and
13 all pre-judgment interest from the day such amounts were due and payable;

14 55. For the appointment of a receiver to receive, manage and distribute any and all
15 funds disgorged from Defendants and determined to have been wrongfully acquired by
16 Defendants as a result of violation of California Business and Professions Code sections 17200,
17 et seq.;

18 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Code of Civil Procedure section 1021.5;

20 57. For injunctive relief to ensure compliance with this section, pursuant to California
21 Business and Professions Code sections 17200, et seq.; and

- 22 58. For such other and further relief as the Court may deem just and proper.

23 **As to the Eleventh Cause of Action**

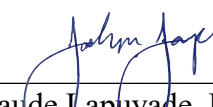
24 59. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (k)
25 and 558, costs/expenses, and attorneys' fees for violation of California Labor Code Sections
26 201, 201.3, 202, 203, 204, 206, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246,
27 256, 510, 512, 551, 558, 1174(d), 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1197.14, 1198,
28 1198.5, 1199, 2802, and 2804; and

1 60. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: November 7, 2025

**JCL LAW FIRM, APC
ZAKAY LAW GROUP, APLC
LAWYERS FOR JUSTICE, PC**

6
7 By: _____


Jean-Claude Lapuyade, Esq.
Shani O. Zakay, Esq.
Jaclyn Joyce, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
Scarlet Tunney, Esq.

11 Attorneys for Plaintiff
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EXHIBIT 1



September 2, 2025

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

PIER 39, LP

c/o Seyfarth Shaw LLP

Ari Hersher, Esq.

ahersher@seyfarth.com

Ryan McCoy, Esq.

rmccoy@seyfarth.com

Parnian Vafaenia, Esq.

pvafaenia@seyfarth.com

Sent via Electronic Mail

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 206, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 551, 558, 1174(d), 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff CALVIN WATSON ("Plaintiff"), and other aggrieved employees in a lawsuit against Defendant PIER 39, LP ("Defendant"). Based on information and belief, Plaintiff worked for the Defendant in the PAGA Period, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, including overtime and double time, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to him and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 206, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 551, 558, 1174(d), 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all individuals who were employed by Defendant in the State of California during the relevant claim period.

A true and correct copy of the proposed First Amended Complaint by Plaintiff against

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Jaclyn Joyce".

Jaclyn Joyce, Esq.

Attorney for Plaintiff

Copies to:
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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

CALVIN WATSON, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

PIER 39, LP, a California limited
partnership; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CGC-23-608701

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime and double time);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code

- 1 § 226(a) (Non-Compliant Wage
2 Statements);
3 (8) Violation of California Labor Code
4 § 1174(d) (Failure To Keep
5 Requisite Payroll Records);
6 (9) Violation of California Labor Code
7 §§ 2800 and 2802 (Unreimbursed
8 Business Expenses);
9 (10) Violation of California Business &
10 Professions Code §§ 17200, et seq.
11 (11) Violation of California Labor Code
12 § 2698, et seq. (California Labor
13 Code Private Attorneys General Act
14 of 2004).

15 **DEMAND FOR JURY TRIAL**

16 COMES NOW, Plaintiff CALVIN WATSON (“Plaintiff”), individually, and on behalf
17 of other members of the general public similarly situated, and alleges as follows:

18 **JURISDICTION AND VENUE**

19 1. This class action is brought pursuant to the California Code of Civil Procedure
20 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
21 jurisdiction limits of the Superior Court and will be established according to proof at trial.

22 2. This Court has jurisdiction over this action pursuant to the California
23 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all
24 other causes” except those given by statute to other courts. The statutes under which this action
25 is brought do not specify any other basis for jurisdiction.

26 3. This Court has jurisdiction over Defendant because, upon information and belief,
27 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
28 intentionally avails itself of the California market so as to render the exercise of jurisdiction over
it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant
maintains offices, has agents, employs individuals, and/or transacts business in the State of
California, County of San Francisco. The majority of acts and omissions alleged herein relating
to Plaintiff and the other class members took place in the State of California, including the County
of San Francisco. At all relevant times, Defendant maintained its headquarters/“nerve center”
within the State of California, County of San Francisco.

PARTIES

5. Plaintiff CALVIN WATSON is an individual residing in the State of California, County of San Francisco.

6. Defendant PIER 39, LP, at all times herein mentioned, was and is, upon information and belief, a California limited partnership and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Francisco.

7. At all relevant times, Defendant PIER 39, LP was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants PIER 39, LP and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant PIER 39, LP and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or

1 affected the working conditions, wages, working hours, and conditions of employment of
2 Plaintiff and the other class members so as to make each of said Defendants employers liable
3 under the statutory provisions set forth herein.

4 **CLASS ACTION ALLEGATIONS**

5 12. Plaintiff brings this action on his own behalf and on behalf of all other members
6 of the general public similarly situated, and, thus, seeks class certification under California Code
7 of Civil Procedure section 382.

8 13. The proposed class is defined as follows:

9 All individuals who were employed by Defendants as non-exempt employees in
10 the State of California at any time during the period from August 29, 2019, to
11 final judgment.

12 14. Plaintiff reserves the right to establish subclasses as appropriate.

13 15. The class is ascertainable and there is a well-defined community of interest in the
14 litigation:

15 a. Numerosity: The class members are so numerous that joinder of all class
16 members is impracticable. The membership of the entire class is unknown
17 to Plaintiff at this time; however, the class is estimated to be greater than
18 fifty (50) individuals and the identity of such membership is readily
19 ascertainable by inspection of Defendants' employment records.

20 b. Typicality: Plaintiff's claims are typical of all other class members' as
21 demonstrated herein. Plaintiff will fairly and adequately protect the
22 interests of the other class members with whom he has a well-defined
23 community of interest.

24 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each
25 class member, with whom he has a well-defined community of interest
26 and typicality of claims, as demonstrated herein. Plaintiff has no interest
27 that is antagonistic to the other class members. Plaintiff's attorneys, the
28 proposed class counsel, are versed in the rules governing class action

discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;

d. Whether Defendants required Plaintiff and the other class members to work over twelve (12) hours per day and/or over eight (8) hours on any

seventh day of a workweek and failed to pay the legally required double time compensation to Plaintiff and other class members;

e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation, required Plaintiff and other class members to delay or shorten their meal periods, required Plaintiff and other class members to combine meal and rest periods; whether Defendants failed to relieve Plaintiff and other class members of all duties during their meal/rest periods; and/or whether Defendants interrupted the meal/rest periods of Plaintiff and other Class Members;

f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;

g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;

h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;

i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

k. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

l. Whether Defendants' conduct was willful or reckless;

m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

- 1 n. The appropriate amount of damages, restitution, and/or monetary penalties
2 resulting from Defendants' violation of California law; and
3 o. Whether Plaintiff and the other class members are entitled to
4 compensatory damages pursuant to the California Labor Code.

5 **GENERAL ALLEGATIONS**

6 17. At all relevant times set forth herein, Defendants employed Plaintiff and other
7 persons as hourly-paid or non-exempt employees within the State of California, including the
8 County of San Francisco.

9 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
10 exempt employee, from approximately November 2021 to approximately June 2022, in the State
11 of California, County of San Francisco.

12 19. Defendants hired Plaintiff and the other class members, classified them as hourly-
13 paid or non-exempt employees, and failed to compensate them for all hours worked and missed
14 meal periods and/or rest breaks.

15 20. Defendants had the authority to hire and terminate Plaintiff and the other class
16 members, to set work rules and conditions governing Plaintiff's and the other class members'
17 employment, and to supervise their daily employment activities.

18 21. Defendants exercised sufficient authority over the terms and conditions of
19 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
20 and the other class members.

21 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
22 class members.

23 23. Defendants continue to employ hourly-paid or non-exempt employees within the
24 State of California.

25 24. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
26 forty (40) hours in a week during their employment with Defendants.

27 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt

1 employees within the State of California. This pattern and practice involved, *inter alia*, failing
2 to pay them for all regular, overtime, and/or double time wages earned and for missed meal
3 periods and rest breaks in violation of California law.

4 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members were entitled to receive
6 certain wages for overtime and/or double time compensation and that they were not receiving
7 accurate overtime and/or double time compensation for all overtime / double time hours worked.

8 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 failed to provide Plaintiff and the other class members all required rest and meal periods during
10 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
11 thus they are entitled to any and all applicable penalties.

12 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
15 member's regular rate of pay when a meal period was missed, and they did not receive all meal
16 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
17 regular rate of pay when a meal period was missed, and/or when a meal period was taken that
18 was short, interrupted, a meal period in which all duties were not relieved, and/or when meal
19 periods were combined with rest periods.

20 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members were entitled to receive
22 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
23 member's regular rate of pay when a rest period was missed, and they did not receive all rest
24 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
25 regular rate of pay when a rest period was missed.

26 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to receive
28 at least minimum wages for compensation and that they were not receiving at least minimum

1 wages for all hours worked, including for pre-and post-shift off-the-clock work, donning and
2 doffing off-the-clock, and for time undercompensated due to Defendants' unlawful rounding
3 policy that resulted in Plaintiff and class members' time being inaccurately recorded.

4 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members were entitled to receive
6 all wages owed to them upon discharge or resignation, including overtime, double time, and
7 minimum wages and meal and rest period premiums, and they did not, in fact, receive all such
8 wages owed to them at the time of their discharge or resignation.

9 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to receive
11 all wages owed to them during their employment. Plaintiff and the other class members did not
12 receive payment of all wages, including overtime, double time, and minimum wages and meal
13 and rest period premiums, within any time permissible under California Labor Code section 204.

14 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 complete and accurate wage statements in accordance with California law, but, in fact, they did
17 not receive complete and accurate wage statements from Defendants. The deficiencies included,
18 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
19 members.

20 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Defendants had to keep complete and accurate payroll records
22 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
23 keep complete and accurate payroll records.

24 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to
26 reimbursement for necessary business-related expenses.

27 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that they had a duty to compensate Plaintiff and the other class

1 members pursuant to California law, and that Defendants had the financial ability to pay such
2 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
3 to Plaintiff and the other class members that they were properly denied wages, all in order to
4 increase Defendants' profits.

5 37. During the relevant time period, Defendants failed to pay overtime and/or double
6 time wages to Plaintiff and the other class members for all overtime and double time hours
7 worked. Plaintiff and the other class members were required to work more than eight (8) hours
8 per day and/or forty (40) hours per week without overtime compensation for all overtime hours
9 worked. Plaintiff and other class members were required to work more than twelve (12) hours
10 per day and/or eight hours on a seventh day of a workweek without double time compensation
11 for all double time hours worked.

12 38. During the relevant time period, Defendants failed to provide all requisite, timely
13 uninterrupted meal and rest periods to Plaintiff and the other class members.

14 39. During the relevant time period, Defendants failed to pay Plaintiff and the other
15 class members at least minimum wages for all hours worked.

16 40. During the relevant time period, Defendants failed to pay Plaintiff and the other
17 class members all wages owed to them upon discharge or resignation.

18 41. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 class members all wages within any time permissible under California law, including, *inter alia*,
20 California Labor Code section 204.

21 42. During the relevant time period, Defendants failed to provide complete or
22 accurate wage statements to Plaintiff and the other class members.

23 43. During the relevant time period, Defendants failed to keep complete or accurate
24 payroll records for Plaintiff and the other class members.

25 44. During the relevant time period, Defendants failed to reimburse Plaintiff and the
26 other class members for all necessary business-related expenses and costs.

27 45. During the relevant time period, Defendants failed to properly compensate
28 Plaintiff and the other class members pursuant to California law in order to increase Defendants'

1 profits.

2 46. California Labor Code section 218 states that nothing in Article 1 of the Labor
3 Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due
4 to him [or her] under this article.”

5 **FIRST CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 510 and 1198)**

7 **(Against PIER 39, LP and DOES 1 through 100)**

8 47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
9 through 46, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 48. California Labor Code section 1198 and the applicable Industrial Welfare
12 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
13 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
14 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

15 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and the other class members employed by Defendants, and
17 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
18 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
19 forty (40) hours in a workweek.

20 50. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and the other class members double time compensation at a rate of two
22 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

23 51. California Labor Code section 510 codifies the right to overtime compensation at
24 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
25 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
26 work, and to double time compensation at twice the regular hourly rate for hours worked in
27 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
28 of work.

1 52. During the relevant time period, Plaintiff and the other class members worked in
2 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, and in excess
3 of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work.

4 53. During the relevant time period, Defendants intentionally and willfully failed to
5 pay overtime and/or double time wages owed to Plaintiff and the other class members.

6 54. Defendants' failure to pay Plaintiff and the other class members the unpaid
7 balance of overtime and/or double time compensation, as required by California laws, violates
8 the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

9 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class
10 members are entitled to recover unpaid overtime and/or double time compensation, as well as
11 interest, costs, and attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 226.7 and 512(a))**

14 **(Against PIER 39, LP and DOES 1 through 100)**

15 56. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 55, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 57. At all relevant times, the IWC Order and California Labor Code sections 226.7
19 and 512(a) were applicable to Plaintiff's and the other class members' employment by
20 Defendants.

21 58. At all relevant times, California Labor Code section 226.7 provides that no
22 employer shall require an employee to work during any meal or rest period mandated by an
23 applicable order of the California IWC.

24 59. At all relevant times, the applicable IWC Wage Order and California Labor Code
25 section 512(a) provide that an employer may not require, cause or permit an employee to work
26 for a work period of more than five (5) hours per day without providing the employee with a
27 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
28 employee is no more than six (6) hours, the meal period may be waived by mutual consent of

1 both the employer and employee.

2 60. At all relevant times, the applicable IWC Wage Order and California Labor Code
3 section 512(a) further provide that an employer may not require, cause or permit an employee to
4 work for a work period of more than ten (10) hours per day without providing the employee with
5 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
6 hours worked is no more than twelve (12) hours, the second meal period may be waived by
7 mutual consent of the employer and the employee only if the first meal period was not waived.

8 61. During the relevant time period, Plaintiff and the other class members who were
9 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
10 legally-mandated meal periods by mutual consent, were required to work for periods longer than
11 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
12 rest period.

13 62. During the relevant time period, Plaintiff and the other class members who were
14 scheduled to work for a period of time in excess of six (6) hours were required to work for
15 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
16 (30) minutes and/or rest period.

17 63. During the relevant time period, Defendants intentionally and willfully required
18 Plaintiff and the other class members to work during meal periods and failed to compensate
19 Plaintiff and the other class members the full meal period premium for work performed during
20 meal periods.

21 64. During the relevant time period, Plaintiff and other class members who were
22 scheduled to work for a period of time in excess of six (6) hours were required to work for
23 periods of longer than five (5) hours without a full, 30-minute meal period during which they
24 were relieved of all duties.

25 65. During the relevant time period, Defendants required Plaintiff and other class
26 members to work combine their rest break(s) with meal break(s).

27 66. During the relevant time period, Defendants failed to pay Plaintiff and the other
28 class members the full meal period premium due pursuant to California Labor Code section

1 226.7.

2 67. Defendants' conduct violates applicable IWC Wage Order and California Labor
3 Code sections 226.7 and 512(a).

4 68. Pursuant to applicable IWC Wage Order and California Labor Code section
5 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
6 additional hour of pay at the employee's regular rate of compensation for each work day that the
7 meal or rest period is not provided.

8 **THIRD CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226.7)**

10 **(Against PIER 39, LP and DOES 1 through 100)**

11 69. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 66, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 70. At all times herein set forth, the applicable IWC Wage Order and California Labor
15 Code section 226.7 were applicable to Plaintiff's and the other class members' employment by
16 Defendants.

17 71. At all relevant times, California Labor Code section 226.7 provides that no
18 employer shall require an employee to work during any rest period mandated by an applicable
19 order of the California IWC.

20 72. At all relevant times, the applicable IWC Wage Order provides that "[e]very
21 employer shall authorize and permit all employees to take rest periods, which insofar as
22 practicable shall be in the middle of each work period" and that the "rest period time shall be
23 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
24 hours or major fraction thereof" unless the total daily work time is less than three and one-half
25 (3 ½) hours.

26 73. During the relevant time period, Defendants required Plaintiff and other class
27 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
28 period, free from all duties, per each four (4) hour period worked.

74. During the relevant time period, Defendants required Plaintiff and other class members to work combine their rest break(s) with meal break(s).

75. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

76. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

77. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

78. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7©, Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against PIER 39, LP and DOES 1 through 100)

79. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

80. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

81. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

82. During the relevant time period, Defendants required Plaintiff and the other class members to work off the clock, performing pre-and post-shift work, for which they were not compensated. Defendants further required Plaintiff and the other class members to don and doff

1 required uniforms and equipment while off-the-clock, and Plaintiff and the other class members
2 were likewise not compensated for this time.

3 83. During the relevant time period, Defendants maintained an unlawful rounding
4 policy that resulted in Plaintiff and the other class members' time being inaccurately recorded.
5 As a resulting, Defendants' unlawful rounding policy and practice caused Plaintiff and other
6 class members to forfeit compensation for their time worked by working without their time being
7 accurately recorded and without compensation at the applicable overtime and double time rates.

8 84. Defendants' failure to pay Plaintiff and the other class members the minimum
9 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
10 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of
11 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
12 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

13 85. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
14 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
15 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
16 minimum wages.

17 86. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
18 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
19 unpaid and interest thereon.

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 201 and 202)**

22 **(Against PIER 39, LP and DOES 1 through 100)**

23 87. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 81, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 88. At all relevant times herein set forth, California Labor Code sections 201 and 202
27 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately, and if an employee quits his or her employment, his

1 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
2 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of quitting.

4 89. During the relevant time period, Defendants intentionally and willfully failed to
5 pay Plaintiff and the other class members who are no longer employed by Defendants their
6 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

7 90. Defendants' failure to pay Plaintiff and the other class members who are no longer
8 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their
9 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

10 91. California Labor Code section 203 provides that if an employer willfully fails to
11 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
12 continue as a penalty from the due date thereof at the same rate until paid or until an action is
13 commenced; but the wages shall not continue for more than thirty (30) days.

14 92. Plaintiff and the other class members are entitled to recover from Defendants the
15 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
16 pursuant to California Labor Code section 203.

17 **SIXTH CAUSE OF ACTION**

18 **(Violation of California Labor Code § 204)**

19 **(Against PIER 39, LP and DOES 1 through 100)**

20 93. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 87, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 94. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
25 calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 16th and the 26th day of the month during which the labor was performed.

27 95. At all times herein set forth, California Labor Code section 204 provides that all
28 wages earned by any person in any employment between the 16th and the last day, inclusive, of

any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

96. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

97. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

98. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against PIER 39, LP and DOES 1 through 100)

99. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

100. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (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, (8) the name and address of the legal entity that is the employer, and (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the

1 employer for at least three years at the place of employment or at a central location within the
2 State of California.

3 101. Defendants have intentionally and willfully failed to provide Plaintiff and the
4 other class members with complete and accurate wage statements. The deficiencies include, but
5 are not limited to: the failure to include the total number of hours worked by Plaintiff and the
6 other class members.

7 102. As a result of Defendants' violation of California Labor Code section 226(a),
8 Plaintiff and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 103. More specifically, Plaintiff and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 226(a) because
12 they were denied both their legal right to receive, and their protected interest in receiving,
13 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

14 104. Plaintiff and the other class members are entitled to recover from Defendants the
15 greater of their actual damages caused by Defendants' failure to comply with California Labor
16 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

17 105. Plaintiff and the other class members are also entitled to injunctive relief to ensure
18 compliance with this section, pursuant to California Labor Code section 226(h).

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 1174(d))**

21 **(Against PIER 39, LP and DOES 1 through 100)**

22 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 100, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 107. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
26 central location in the state or at the plants or establishments at which employees are employed,
27 payroll records showing the hours worked daily by and the wages paid to, and the number of
28 piece-rate units earned by and any applicable piece rate paid to, employees employed at the

1 respective plants or establishments. These records shall be kept in accordance with rules
2 established for this purpose by the commission, but in any case shall be kept on file for not less
3 than two years.

4 108. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
6 class members.

7 109. As a result of Defendants' violation of California Labor Code section 1174(d),
8 Plaintiff and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 110. More specifically, Plaintiff and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
12 they were denied both their legal right and protected interest, in having available, accurate and
13 complete payroll records pursuant to California Labor Code section 1174(d).

14 **NINTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 2800 and 2802)**

16 **(Against PIER 39, LP and DOES 1 through 100)**

17 111. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 105, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 112. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her
23 obedience to the directions of the employer.

24 113. Plaintiff and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants.

26 114. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
27 other class members for all necessary business-related expenses and costs.

28 115. Plaintiff and the other class members are entitled to recover from Defendants their

1 business-related expenses and costs incurred during the course and scope of their employment,
2 plus interest accrued from the date on which the employee incurred the necessary expenditures
3 at the same rate as judgments in civil actions in the State of California.

4 **TENTH CAUSE OF ACTION**

5 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

6 **(Against PIER 39, LP and DOES 1 through 100)**

7 116. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 110, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 117. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
12 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest
13 within the meaning of Code of Civil Procedure section 1021.5.

14 118. Defendants' activities as alleged herein are violations of California law, and
15 constitute unlawful business acts and practices in violation of California Business & Professions
16 Code section 17200, et seq.

17 119. A violation of California Business & Professions Code section 17200, et seq. may
18 be predicated on the violation of any state or federal law. In this instant case, Defendants'
19 policies and practices of requiring employees, including Plaintiff and the other class members,
20 to work overtime and double time without paying them proper compensation violate California
21 Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
22 employees, including Plaintiff and the other class members, to work through their meal and
23 rest periods and/or failing to relieve them of all duties during meal and rest periods and/or
24 interrupting meal and rest periods, without paying them proper compensation violate California
25 Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay
26 minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover,
27 Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class
28 members violate California Labor Code sections 201, 202 and 204. Defendants also violated

1 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

2 120. As a result of the herein described violations of California law, Defendants
3 unlawfully gained an unfair advantage over other businesses.

4 121. Plaintiff and the other class members have been personally injured by Defendants'
5 unlawful business acts and practices as alleged herein, including but not necessarily limited to
6 the loss of money and/or property.

7 122. Pursuant to California Business & Professions Code sections 17200, et seq.,
8 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
9 by Defendants during a period that commences four years preceding the filing of this Complaint;
10 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and
11 other applicable laws; and an award of costs.

12 **ELEVENTH CAUSE OF ACTION**

13 **(Violation of the Private Attorneys General Act, Cal. Lab. Code §§ 2698, et seq.)**

14 **(Against PIER 39, LP and DOES 1 through 100)**

15 123. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 117, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

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

27 125. Plaintiff, and such persons that may be added from time to time who satisfy the
28 requirements and exhaust the administrative procedures under the Private Attorney General Act,

bring this individual PAGA and Representative Action on behalf of the State of California with respect to himself and all individuals who were employed by Defendant as non-exempt employees in the State of California from August 29, 2022, to final judgment (the "Aggrieved Employees").

126. On [REDACTED], Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency (the "Agency") and the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all Aggrieved Employees as herein defined.

127. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendants (a) failed to pay Plaintiff and Aggrieved Employees minimum wages, overtime wages and double time wages, (b) failed to provide Plaintiff and Aggrieved Employees legally required meal and rest breaks, (c) failed to pay Plaintiff and Aggrieved Employees at the correct regular rate of pay, (d) failed to pay Plaintiff and Aggrieved Employees for all time worked, and (e) failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, and thereby gives rise to statutory penalties as a result of such conduct. Plaintiff hereby seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on Plaintiff and the other Aggrieved Employees.

128. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of up to two hundred dollars (\$200) for each Aggrieved Employee, including Plaintiff, per pay period per violation. Plaintiff and the Aggrieved Employees are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually, and on behalf of other members of the general public similarly
3 situated, requests a trial by jury.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
6 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
7 as follows:

8 **Class Certification**

- 9 1. That this action be certified as a class action;
10 2. That Plaintiff be appointed as the representative of the Class;
11 3. That counsel for Plaintiff be appointed as Class Counsel; and
12 4. That Defendants provide to Class Counsel immediately the names and most
13 current/last known contact information (address, e-mail and telephone numbers) of all class
14 members.

15 **As to the First Cause of Action**

- 16 5. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
18 all overtime and/or double time wages due to Plaintiff and the other class members;
19 6. For general unpaid wages at overtime wage rates and/or double time wage rates
20 and such general and special damages as may be appropriate;
21 7. For pre-judgment interest on any unpaid overtime and/or double time
22 compensation commencing from the date such amounts were due;
23 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code section 1194; and
25 9. For such other and further relief as the Court may deem just and proper.

26 **As to the Second Cause of Action**

- 27 10. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to

1 provide compliant breaks for all meal periods (including second meal periods) to Plaintiff and
2 the other class members;

3 11. That the Court make an award to Plaintiff and the other class members of one (1)
4 hour of pay at each employee's regular rate of compensation for each workday that a meal period
5 was not provided;

6 12. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 13. For premium wages pursuant to California Labor Code section 226.7(c);

9 14. For pre-judgment interest on any unpaid wages from the date such amounts were
10 due;

11 15. For reasonable attorneys' fees and costs of suit incurred herein; and

12 16. For such other and further relief as the Court may deem just and proper.

13 **As to the Third Cause of Action**

14 17. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
16 rest periods to Plaintiff and the other class members;

17 18. That the Court make an award to Plaintiff and the other class members of one (1)
18 hour of pay at each employee's regular rate of compensation for each workday that a rest period
19 was not provided;

20 19. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 20. For premium wages pursuant to California Labor Code section 226.7(c);

23 21. For pre-judgment interest on any unpaid wages from the date such amounts were
24 due; and

25 22. For such other and further relief as the Court may deem just and proper.

26 **As to the Fourth Cause of Action**

27 23. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to

1 Plaintiff and the other class members;

2 24. For general unpaid wages and such general and special damages as may be
3 appropriate;

4 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
5 Plaintiff and the other class members in the amount as may be established according to proof at
6 trial;

7 26. For pre-judgment interest on any unpaid compensation from the date such
8 amounts were due;

9 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Labor Code section 1194(a);

11 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

12 29. For such other and further relief as the Court may deem just and proper.

13 **As to the Fifth Cause of Action**

14 30. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
16 time of termination of the employment of Plaintiff and the other class members no longer
17 employed by Defendants;

18 31. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 32. For statutory wage penalties pursuant to California Labor Code section 203 for
21 Plaintiff and the other class members who have left Defendants' employ;

22 33. For pre-judgment interest on any unpaid compensation from the date such
23 amounts were due; and

24 34. For such other and further relief as the Court may deem just and proper.

25 **As to the Sixth Cause of Action**

26 35. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
28 by California Labor Code section 204 to Plaintiff and the other class members;

1 36. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 37. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due; and

5 38. For such other and further relief as the Court may deem just and proper.

6 **As to the Seventh Cause of Action**

7 39. That the Court declare, adjudge and decree that Defendants violated the record
8 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
9 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
10 wage statements thereto;

11 40. For actual, consequential and incidental losses and damages, according to proof;

12 41. For statutory penalties pursuant to California Labor Code section 226(e);

13 42. For injunctive relief to ensure compliance with this section, pursuant to California
14 Labor Code section 226(h); and

15 43. For such other and further relief as the Court may deem just and proper.

16 **As to the Eighth Cause of Action**

17 44. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
19 for Plaintiff and the other class members as required by California Labor Code section 1174(d);

20 45. For actual, consequential and incidental losses and damages, according to proof;

21 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

22 47. For such other and further relief as the Court may deem just and proper.

23 **As to the Ninth Cause of Action**

24 48. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class
26 members for all necessary business-related expenses as required by California Labor Code
27 sections 2800 and 2802;

28 49. For actual, consequential and incidental losses and damages, according to proof;

- 1 50. For the imposition of civil penalties and/or statutory penalties;
2 51. For reasonable attorneys' fees and costs of suit incurred herein; and
3 52. For such other and further relief as the Court may deem just and proper.

4 **As to the Tenth Cause of Action**

5 53. That the Court decree, adjudge and decree that Defendants violated California
6 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
7 other class members all overtime and double time compensation due to them, failing to provide
8 all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum
9 wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class
10 members' wages timely as required by California Labor Code section 201, 202 and 204 and by
11 violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

12 54. For restitution of unpaid wages to Plaintiff and all the other class members and
13 all pre-judgment interest from the day such amounts were due and payable;

14 55. For the appointment of a receiver to receive, manage and distribute any and all
15 funds disgorged from Defendants and determined to have been wrongfully acquired by
16 Defendants as a result of violation of California Business and Professions Code sections 17200,
17 et seq.;

18 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Code of Civil Procedure section 1021.5;

20 57. For injunctive relief to ensure compliance with this section, pursuant to California
21 Business and Professions Code sections 17200, et seq.; and

- 22 58. For such other and further relief as the Court may deem just and proper.

23 **As to the Eleventh Cause of Action**

24 59. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (k)
25 and 558, costs/expenses, and attorneys' fees for violation of California Labor Code Sections
26 201, 201.3, 202, 203, 204, 206, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246,
27 256, 510, 512, 551, 558, 1174(d), 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1197.14, 1198,
28 1198.5, 1199, 2802, and 2804; and

1 60. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated:

**JCL LAW FIRM, APC
ZAKAY LAW GROUP, APLC
LAWYERS FOR JUSTICE, PC**

5
6
7 By: _____
Jean-Claude Lapuyade, Esq.
8 Shani O. Zakay, Esq.
Jaclyn Joyce, Esq.
9 Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
10 Vartan Madoyan, Esq.
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11 Attorneys for Plaintiff
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