



ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

ARIF AKHTAR an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

AKRAYA INC., a California corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No: 2023CUOE013456

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

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

- 6) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 7) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802.
- 9) VIOLATIONS OF THE PRIVATE ATTORNEY GENERAL ACT AT LABOR CODE SECTIONS 2698 *ET SEQ.*

DEMAND FOR A JURY TRIAL

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

PRELIMINARY ALLEGATIONS

1. Defendant AKRAYA INC. (“DEFENDANT” and/or “DEFENDANTS”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT operates an IT consulting and staffing company throughout the state of California, including in the county of Ventura, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANTS in California from June of 2022 to April of 2023 as a non-exempt employee, paid on an hourly basis and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

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

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

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

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

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

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

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

15 11. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
16 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
17 other members of the CALIFORNIA CLASS who has been economically injured by
18 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
19 relief.

20 **JURISDICTION AND VENUE**

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

25 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
27 the CALIFORNIA CLASS across California, including in this County, and committed the
28 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

THE CONDUCT

14. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the CLASS PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT’s control. Specifically, DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be

1 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not
2 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
3 Members forfeited minimum wage and overtime compensation by regularly working without their
4 time being accurately recorded and without compensation at the applicable minimum wage and
5 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
6 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
7 records.

8 16. From time to time during the CLASS PERIOD, as a result of their rigorous work
9 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
10 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
11 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
12 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
13 more than five (5) hours during some shifts without receiving a meal break. Further,
14 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
15 off-duty meal period for some workdays in which these employees are required by DEFENDANT
16 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
17 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
18 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other
19 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.
20 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with
21 legally required meal breaks is evidenced by DEFENDANT's business records. PLAINTIFF and
22 other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
23 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

24 **B. Rest Period Violations**

25 17. From time to time during the CLASS PERIOD, PLAINTIFF and other
26 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
27 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
28 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied

1 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
2 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
3 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
4 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
5 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
6 CLASS Members were, from time to time, required to remain on duty and/or on call. PLAINTIFF
7 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
8 thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate staffing,
9 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
10 proper rest periods by DEFENDANT and DEFENDANT's managers.

11 **C. Wage Statement Violations**

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

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

28 20. In addition to the foregoing, DEFENDANT, from time to time, failed to provide

1 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
2 Cal. Lab. Code § 226.

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

7 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

8 22. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
9 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
10 for all hours worked.

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

15 24. DEFENDANT directed and directly benefited from the undercompensated off-the-
16 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

17 25. DEFENDANT controlled the work schedules, duties, and protocols, applications,
18 assignments, and employment conditions of PLAINTIFF and the other members of the
19 CALIFORNIA CLASS.

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

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

26 28. DEFENDANT's policies and practices deprived PLAINTIFF and the other
27 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
28 for the off-the-clock work activities. Because PLAINTIFF and the other members of the

1 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
2 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
3 pay.

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

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

12 **E. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
13 **and Redeemed Sick Pay**

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

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

27 33. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
28 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their

1 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
2 paid on an hourly basis with bonus compensation when the employees met the various performance
3 goals set by DEFENDANTS.

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

22 35. In violation of the applicable sections of the California Labor Code and the
23 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
24 matter of company policy, practice, and procedure, intentionally and knowingly failed to
25 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
26 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
27 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
28 unfair advantage over competitors who complied with the law. To the extent equitable tolling
operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANTS, the CLASS
PERIOD should be adjusted accordingly.

1 **F. Unreimbursed Business Expenses**

2 36. DEFENDANT as a matter of corporate policy, practice, and procedure,
3 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
4 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
5 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging their
6 duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are
7 required to indemnify employees for all expenses incurred in the course and scope of their
8 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct consequence
10 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
11 even though unlawful, unless the employee, at the time of obeying the directions, believed them to
12 be unlawful."

13 37. In the course of their employment, DEFENDANT required PLAINTIFF and other
14 CALIFORNIA CLASS Members to incur personal expenses for the use of their home internet as a
15 result of and in furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA
16 CLASS Members were required to use their home internet in order to perform work related tasks.
17 However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA
18 CLASS Members for the personal expenses incurred for the use of their home internet. As a result,
19 in the course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA
20 CLASS Members incurred unreimbursed business expenses that included, but were not limited to,
21 costs related to the use of their home internet, all on behalf of and for the benefit of DEFENDANT.

22 **G. Unlawful Rounding Practices**

23 38. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
24 an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
25 CALIFORNIA CLASS Members for the actual time these employees worked each day, including
26 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
27 practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being
28 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did

1 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping system
2 for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying these
3 employees for all their time worked, including the applicable overtime compensation for overtime
4 worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from time to time,
5 forfeited compensation for their time worked by working without their time being accurately
6 recorded and without compensation at the applicable overtime rates.

7 39. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
8 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members' time
9 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
10 policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to perform work as
11 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
12 duty meal break.

13 **H. Timekeeping Manipulation**

14 40. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
15 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of the
16 CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the CALIFORNIA
17 CLASS worked each day, including regular time, overtime hours, sick pay, meal and rest breaks.

18 41. As a result, DEFENDANT was able to and did in fact, unlawfully, and unilaterally
19 alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and other members
20 of the CALIFORNIA CLASS in order to avoid paying these employees for all hours worked,
21 applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest break.

22 42. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
23 time-to-time, forfeited time worked by working without their time being accurately recorded and
24 without compensation at the applicable pay rates.

25 43. The mutability of the timekeeping system also allowed DEFENDANTS to alter
26 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
27 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
28 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees

1 were not at all times provided an off-duty meal break. This practice is a direct result of
2 DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30)
3 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

4 44. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
5 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
6 for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and practice
7 to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked
8 in accordance with applicable law is evidenced by DEFENDANTS' business records.

9 **I. Violations for Untimely Payment of Wages**

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

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

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

26 **J. Unlawful Deductions**

27 48. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
28 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do

1 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
2 DEFENDANTS violated Labor Code § 221.

3 **K. Sick Pay Violations**

4 49. Cal. Labor Code Section 246 (a)(1) mandates that “An employee who, on or after
5 July 1, 2015, works in California for the same employer for 30 or more days within a year from
6 the commencement of employment is entitled to paid sick days as specified in this section.”
7 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
8 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF
9 and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave.

10 50. California Labor Code Section 246(i) requires an employer to furnish its
11 employees with written wage statements setting forth the amount of paid sick leave available.
12 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF
13 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount
14 of paid sick leave available.

15 **L. Failure to Provide Personnel Files**

16 51. On September 7, 2022, PLAINTIFF caused written a request via certified mail to
17 be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including
18 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)
19 PLAINTIFF’S complete employment file.

20 52. DEFENDANTS failed to provide and/or make available to PLAINTIFF his
21 personnel records, payroll records, employment contract, and entire employment file within thirty
22 (30) days of his request stated above. In fact, as of the date of filing of this First Amended
23 Complaint, DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the
24 amount of \$750. DEFENDANTS violated Cal. Lab. Code Section 1198.5 by failing to respond
25 and provide PLAINTIFF with his employment file. Section 1198.5 states that employees (and
26 former employees) have the right to inspect personnel records maintained by the employer
27 “related to the employee’s performance or to any grievance concerning the employee.”
28 Employers must allow inspection or copying within thirty (30) days of the request. PLAINTIFF

1 is now entitled to and requests injunctive relief to obtain compliance with Cal. Lab. Code Section
2 1198.5, a statutory penalty, and an award of attorneys' fees and costs for bringing this action.

3 53. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
4 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
5 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
6 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
7 provide PLAINTIFF with a second off-duty meal period each workday in which he was required
8 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
9 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
10 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was
11 supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
12 without additional compensation and in accordance with DEFENDANT'S strict corporate policy
13 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
14 comply with Cal. Lab. Code § 226. Further, DEFENDANT failed to reimburse PLAINTIFF for
15 required business expenses related to the use of his home internet, in violation of Cal. Lab. Code
16 § 2802. Further, failed to provide and/or make available to PLAINTIFF his personnel records,
17 payroll records, employment contracts, and entire employment file within (30) days of his request
18 on September 7, 2022. To date, DEFENDANT has not fully paid PLAINTIFF the minimum,
19 overtime and double time compensation still owed to him or any penalty wages owed to him under
20 Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not exceed
21 the sum or value of \$75,000.

22 **CLASS ACTION ALLEGATIONS**

23 54. PLAINTIFF bring this Class Action on behalf of himself, and a California class
24 defined as all persons who are or previously were employed by DEFENDANT and classified as
25 non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning
26 four (4) years prior to the filing of the original Complaint and ending on the date as determined
27 by the Court (the "CLASS PERIOD").
28

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

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

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

- 18 a. Whether DEFENDANT maintained legally compliant meal period policies and
19 practices;
- 20 b. Whether DEFENDANT maintained legally compliant rest period policies and
21 practices;
- 22 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
23 Members accurate premium payments for missed meal and rest periods;
- 24 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
25 Members accurate overtime wages;
- 26 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
27 Members at least minimum wage for all hours worked;
- 28

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

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

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

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION

Unlawful Business Practices

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

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

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

68. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

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

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

70. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

72. By the conduct alleged herein, DEFENDANT’s practices were deceptive and fraudulent in that DEFENDANT’s uniform policy and practice failed to provide the legally mandated meal and rest periods and the required amount of compensation for missed meal and rest periods, and failed to pay minimum and overtime wages owed, due to a systematic business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this

1 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
2 including restitution of wages wrongfully withheld.

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

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

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

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

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

25 78. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
27 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
28

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

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

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

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

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

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

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

23 82. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
25 Amended Complaint.

26 83. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
28

1 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
2 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

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

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

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

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

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

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

1 91. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
3 failure to pay all earned wages.

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

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

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

24 95. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
26 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
27 California Labor Code and/or other applicable statutes. To the extent minimum wage
28 compensation is determined to be owed to the CALIFORNIA CLASS Members who have

1 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
2 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
3 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
4 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
5 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
6 recover statutory costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure To Pay Overtime Compensation**

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

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

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

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

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

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

24 100. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
25 including minimum and overtime compensation and interest thereon, together with the costs of
26 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
27 than those fixed by the Industrial Welfare Commission is unlawful.
28

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

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

11 103. In committing these violations of the California Labor Code, DEFENDANT
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

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

20 105. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to
22 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this First Amended
25 Complaint. Rather, PLAINTIFF bring this Action on behalf of himself, and the CALIFORNIA
26 CLASS, based on DEFENDANT's violations of non-negotiable, non-waivable rights provided
27 by the State of California.
28

1 106. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for overtime work than they were entitled to, constituting
3 a failure to pay all earned wages.

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

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

16 109. DEFENDANT knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS were undercompensated for their time worked.
18 DEFENDANT systematically elected, either through intentional malfeasance or gross
19 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
20 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF
21 and the other members of the CALIFORNIA CLASS the correct overtime wages for their
22 overtime worked.

23 110. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANT acted and continues to act
26 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

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

13 **FOURTH CAUSE OF ACTION**

14 **Failure To Provide Required Meal Periods**

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

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

17 112. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
19 Amended Complaint.

20 113. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
21 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
22 required by the applicable Wage Order and Labor Code. The nature of the work performed by
23 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
24 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
25 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
26 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
27 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
28 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business

records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

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

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

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

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

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

117. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other

1 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
2 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
3 PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the
4 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
5 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
6 periods is evidenced by DEFENDANT's business records.

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

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

15 **SIXTH CAUSE OF ACTION**

16 **Failure To Pay Wages When Due**

17 **(Cal. Lab. Code § 203)**

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

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

22 121. Cal. Lab. Code § 200 provides that:

23 As used in this article:

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

1 122. Cal. Lab. Code § 201 provides, in relevant part, that “If an employer discharges
2 an employee, the wages earned and unpaid at the time of discharge are due and payable
3 immediately.”

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

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

10 124. There was no definite term in PLAINTIFF’S or any CALIFORNIA CLASS
11 Members’ employment contract.

12 125. Cal. Lab. Code § 203 provides:

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

16 126. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
17 terminated, and DEFENDANT has not tendered payment of wages to these employees who
18 missed meal and rest breaks, as required by law.

19 127. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
20 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty
21 (30) days of pay as penalty for not paying all wages due at time of termination for all employees
22 who terminated employment during the CLASS PERIOD and demand an accounting and payment
23 of all wages due, plus interest and statutory costs as allowed by law.

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SEVENTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

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

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

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

- a. Gross wages earned,
- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 130. When DEFENDANT did not accurately record PLAINTIFF'S and other
2 CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed
3 meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal.
4 Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA
5 CLASS Members with complete and accurate wage statements which failed to show, among other
6 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked
7 and all applicable hourly rates in effect during the pay period and the corresponding amount of
8 time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and
9 rest periods. Further, DEFENDANT from time to time failed to provide PLAINTIFF and other
10 CALIFORNIA CLASS Members with wage statements that provided the correct name and
11 address of the legal entity that is the employer, in violation of Cal. Lab. Code § 226(a)(8).

12 131. In addition to the foregoing, DEFENDANT failed to provide itemized wage
13 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
14 requirements of California Labor Code Section 226.

15 132. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
16 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
17 CLASS. These damages include, but are not limited to, costs expended calculating the correct
18 wages for all missed meal and rest breaks and the amount of employment taxes which were not
19 properly paid to state and federal tax authorities. These damages are difficult to estimate.
20 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
21 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
22 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
23 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
24 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
25 of the CALIFORNIA CLASS herein).

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EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees for Required Expenses

(Cal. Lab. Code §§ 2802)

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

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

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

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

135. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their home internet all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use their home internet to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their home internet for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

1 136. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred
2 by him and the CALIFORNIA CLASS members in the discharge of their job duties for
3 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the
4 statutory rate and costs under Cal. Lab. Code § 2802.

5 **TENTH CAUSE OF ACTION**

6 **Violations of the Private Attorneys General Act**

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

8 **(Alleged by PLAINTIFF in his representative capacity against all Defendants)**

9 137. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
10 herein, the prior paragraphs of this First Amended Complaint.

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

21 139. PLAINTIFF brings this Representative Action on behalf of the State of California
22 with respect to himself and all of DEFENDANT'S current and former non-exempt employees
23 employed in California ("AGGRIEVED EMPLOYEES") between August 3, 2022 and a future
24 date set by this Court ("PAGA PERIOD").

25 140. To the extent equitable tolling operates to toll the claims asserted by the
26 PLAINTIFF against DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

1 141. At all relevant times, for the reasons described herein, and others, PLAINTIFF and
2 similarly situated employees were aggrieved employees of DEFENDANT within the meaning
3 of Labor Code Section 2699(c).

4 142. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE,
5 like PLAINTIFF, on behalf of himself and other current or former employees, to bring a civil
6 action to recover civil penalties pursuant to the procedures specified in Labor Code Section
7 2699.3

8 143. PLAINTIFF complied with the procedures for bringing suit specified in Labor
9 Code Section 2699.3. By certified letter, return receipt requested, dated August 3, 2023,
10 PLAINTIFF gave written notice to the Labor and Workforce Development Agency ("LWDA")
11 and to DEENDANTS of the specific provisions of the Labor Code alleged to have been violated,
12 including the facts and theories to support the alleged violations.

13 144. As of the date of this filing, the LWDA has not provided any notice by certified
14 mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by Labor
15 Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)A,
16 PLAINTIFFS may commence and is authorized to pursue this cause of action.

17 145. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and similarly
18 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS' violations of
19 Labor Code Section 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
20 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804 in
21 the following amounts:

- 22 a. For violation of Labor Code Sections 201, 202, 203, and 204, one hundred dollars
23 (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation
24 and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period
25 for each subsequent violation [penalty per Labor Code Section 2699(f)(2)];
26 b. For violations of Labor Code Section 226(a), a civil penalty in the amount of two
27 hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for any initial
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violation and one thousand dollars for each subsequent violation [penalty per Labor Code Section 226.3];

c. For violations of Labor Code Sections 204, a civil penalty in the amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 210];

d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for the initial violation and hundred dollars (\$100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];

e. For violations of Labor Code Section 2269(a), a civil penalty in the amount of two hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE per violation in an initial citation and one thousand dollars (\$1,000) per AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 226.3];

f. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five hundred (\$500) dollars for per AGGRIEVED EMPLOYEE [penalty per Labor Code Section 1174.5].

g. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars (\$100) per AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty (\$250) per AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section].

146. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation. PLAINTIFFS and the AGGRIEVED EMPLOYEES are entitled to an award of

1 reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant
2 to Labor Code Section 2699(g)(1).

3 **PRAYER FOR RELIEF**

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

6 1. On behalf of the CALIFORNIA CLASS:

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

17 2. On behalf of the CALIFORNIA CLASS:

- 18 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
19 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
20 to Cal. Code of Civ. Proc. § 382;
21 b. Compensatory damages, according to proof at trial, including compensatory
22 damages for overtime compensation due to PLAINTIFF and the other members of
23 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
24 thereon at the statutory rate;
25 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
26 the applicable IWC Wage Order;
27 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
28 which a violation occurs and one hundred dollars (\$100) per each member of the

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- CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226
- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
 - f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.
3. On behalf of the State of California and the AGGRIEVED EMPLOYEES
- a. For reasonable attorneys’ fees and costs of suit to the extent permitted by law, including pursuant to Cal. Lab. Code § 2699, *et seq.*
 - b. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and
 - c. For such other relief as the Court deems just and proper

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4. On all claims:
- a. An award of interest, including prejudgment interest at the legal rate;
 - b. Such other and further relief as the Court deems just and equitable; and
 - c. An award of penalties, attorneys’ fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: November 2, 2023

ZAKAY LAW GROUP, APLC

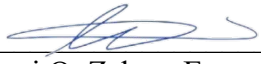
By: 
Shani O. Zakay, Esq.
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: November 2, 2023

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorney for PLAINTIFF

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

ARIF AKHTAR an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

AKRAYA INC., a California corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No: 2023CUOE013456

PROOF OF SERVICE

DECLARATION OF SERVICE

I, Elizabeth Flores, declare:

I am over the age of eighteen years and not a party to the case. I am employed in the County of San Diego, State of California, where the mailing occurred; and my business address is 5440 Morehouse Drive, Suite 3600, San Diego, California 92121.

On November 2, 2023, I served the following documents as described below:

FIRST AMENDED CLASS ACTION COMPLAINT

☐ **BY MAIL** - I deposited such envelope in the mail at San Diego, California. The envelope was mailed with sufficient postage thereon. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with sufficient postage thereon at San Diego, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing affidavit. Served to the following parties via U.S. Postal Service.

☐ **BY PERSONAL SERVICE** - I caused such envelope to be delivered by a process server employed by .

☐ **VIA FACSIMILE** - I faxed said document, to the office(s) of the addresses shown on the attached Service List and the transmission was reported as complete and without error.

☒ **BY ELECTRONIC TRANSMISSION** - I transmitted a PDF version of this document by way of email to the email addresses identified on the attached service list.

☐ **BY OVERNIGHT DELIVERY** - I deposited such envelope for collection and delivery by FedEx with delivery fees paid or provided for in accordance with ordinary business practices. I am "readily familiar" with the firm's practice of collection and processing packages for overnight delivery by FedEx. They are deposited with a facility regularly maintained by FedEx for receipt on the same day in the ordinary course of business.

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☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 2, 2023, at San Diego, California.

By: Elizabeth Flores
Elizabeth Flores

SERVICE LIST

Arif Akhtar v. Akraya Inc., et al.

Ventura Superior Court Case No. 2023CUOE13456

Jean-Claude Lapuyade, Esq. JCL Law Firm, APC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 T: (619) 599-8292 jlapuyade@jcl-lawfirm.com Handling Paralegal: Tesla Stone tstone@jcl-lawfirm.com Co-Counsel for PLAINTIFF	Shani O. Zakay, Esq. Jackland Hom, Esq. Julieann Alvarado, Esq. Zakay Law Group, APLC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 T: (619) 255-9047 shani@zakaylaw.com jackland@zakaylaw.com julieann@zakaylaw.com Handling Paralegal: Donia Saadi donia@zakaylaw.com Co-Counsel for PLAINTIFF
Daniel P. McKinnon, Esq. Ropers Majeski PC 333 W. Santa Clara Street, Suite 910 San Jose, CA 95113 T: (408) 287-6262 F: (408) 918-4501 daniel.mckinnon@ropers.com Other Service: Michelle Cecchini michelle.cecchini@ropers.com Counsel for DEFENDANT	