

**SUMMONS
(CITACION JUDICIAL)**

Issued and Filed
Superior Court of California,
Sacramento SUM-100
FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
08/03/2023
bloxsov
By _____, Deputy
23CV005878

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

CITY WIDE PROPERTY SERVICES, INC., a California corporation; and DOES 1-50, Inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

RICHARD ARRIAGA, an individual, on behalf of the State of California, as a private attorney general,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Sacramento Superior Court

Gordon D. Schaber Courthouse - 720 9th Street, Sacramento, CA 95814

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jean-Claude Lapuyade, Esq. T: (619)599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE:

(Fecha) AUG - 3 2023

Clerk, by

(Secretario) V. BLOXSON

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Via Fax

Filed
Superior Court of California,
Sacramento
08/02/2023
bloxsov
By _____, Deputy
23CV005878

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

RICHARD ARRIAGA, an individual, on behalf
of the State of California, as a private attorney
general,

Plaintiff,

v.

CITY WIDE PROPERTY SERVICES, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. VIOLATIONS OF THE PRIVATE
ATTORNEY GENERAL ACT AT
LABOR CODE SECTIONS 2698 *ET SEQ.*

Via Fax

1 PLAINTIFF RICHARD ARRIAGA (“PLAINTIFF”), an individual, in his representative
2 capacity on behalf of himself, the State of California, and fellow current and former AGGRIEVED
3 EMPLOYEES, defined *supra*, against Defendant CITY WIDE PROPERTY SERVICES, INC.
4 (“DEFENDANT” and/or “DEFENDANTS”), alleges on information and belief, except for his own acts
5 and knowledge which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this representative action pursuant to the Private Attorneys General
8 Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former
9 aggrieved employees of DEFENDANT for engaging in a pattern and practice of wage and hour
10 violations under the California Labor Code and seeking only to recover PAGA civil penalties for
11 himself, and on behalf of all current and former aggrieved employees who worked for DEFENDANT.
12 PLAINTIFF does **not seek to recover anything other than penalties as permitted by California**
13 **Labor Code § 2699 as part of this complaint.** To the extent that statutory violations are mentioned
14 for wage violations, PLAINTIFF does not seek underlying general and/or special damages for those
15 violations, but simply the civil penalties permitted by California Labor Code § 2699 under this
16 complaint.

17 2. California has enacted the PAGA to permit an individual to bring an action on behalf of
18 himself and on behalf of others for PAGA penalties *only*, which is the precise and sole nature of this
19 action.

20 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT’S
21 violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any other
22 relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be construed as
23 attempting to obtain any relief that would not be available in a PAGA-only action.

24 4. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT decreased
25 their employment-related costs by systematically violating California wage and hour laws.

26 5. DEFENDANTS systematic pattern of wage and hour and IWC Wage Order violations
27 toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:
28

- a. Failure to provide compliant meal and rest periods;
- b. Failure to allow employees to take duty-free meal and rest periods;
- c. Failure to pay all minimum, sick pay, regular and overtime wages;
- d. Failure to correctly calculate the regular rate of pay;
- e. Failure to pay all wages owed within seven (7) days of the close of payroll;
- f. Failure to pay for all hours worked;
- g. Failure to maintain true and accurate records;
- h. Failure to reimburse for required business expenses;
- i. Failure to provide accurate itemized wage statements; and
- j. Failure to timely pay wages due during, and upon termination of employment.

6. PLAINTIFF brings this representative action against DEFENDANT on behalf of himself and all other aggrieved employees of DEFENDANT in California seeking all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

7. PLAINTIFF reserves the right to name additional representatives throughout the State of California

THE PARTIES

8. DEFENDANT CITY WIDE PROPERTY SERVICES, INC. is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

9. DEFENDANT provides commercial property maintenance services in the state of California, including in the county of Sacramento, where PLAINTIFF worked.

10. PLAINTIFF was employed by DEFENDANTS in California from July of 2021 to February of 2023 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.

11. PLAINTIFF brings this action in his representative capacity on behalf of the State of California and on behalf of all individuals who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (hereinafter “AGGRIEVED EMPLOYEES”) during the time period of May 26, 2022 until a date as determined by the Court (“PAGA PERIOD”).

1 12. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code §
2 2699(c) because he was employed by DEFENDANT and suffered one or more of the alleged Labor Code
3 violations committed by DEFENDANT.

4 13. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
5 were, employees of DEFENDANT, within the meanings set forth in the California Labor Code and the
6 applicable Industrial Welfare Commission Wage Order.

7 14. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
8 Complaint. The true names and capacities of the DEFENDANTS named as DOES 1 THROUGH 50,
9 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting forth
10 the true names and capacities of these fictitiously named DEFENDANTS when their true names are
11 ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the fictitious
12 defendants have participated in the acts alleged in this Complaint.

13 15. DEFENDANT, including DOES 1 THROUGH 50 (hereinafter collectively
14 “DEFENDANTS”), were PLAINTIFF’S employers or persons acting on behalf of PLAINTIFF’S
15 employer, within the meaning of California Labor Code § 558, who violated or caused to be violated,
16 a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days
17 of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties
18 for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

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

24 **JOINT EMPLOYER**

25 17. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to enforce
26 any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* § 2699(a).)

27 18. Section 558 of the California Labor Code provides that “any employer *or other person*
28 acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provision regulating hours and days of work in any order of the Industrial Welfare Commissions shall
2 be subject to a civil penalty...” (*Lab. Code* § 558(a).).

3 19. Section 1197.1 of the Labor Code provides that “[a]ny employer or other person acting
4 either individually or as an officer, agent, or employee of another person, who pays or causes to be paid
5 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
6 of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

7 20. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held that
8 a corporate employer’s owners, officers and directors, are subject to civil penalties for the employer’s
9 failure to pay appropriate wages to its employees, and, since liability under either 558 or 1197.1 does
10 not depend on a finding of an alter ego, no alter ego allegations or findings are necessary. *Atempa v.*
11 *Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v. Cjaders Food, Inc.* (2009
12 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203 Cal.App.4th 1112, 1145-1146.

13 21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and each
14 of them, are subject to civil penalties for their failure to pay PLAINTIFF and the AGGRIEVED
15 EMPLOYEES the appropriate wages as complained of herein and proximately caused the complaints,
16 injuries, and damages alleged herein.

17 22. At all relevant times, each DEFENDANT, whether named or fictitious, was the agent,
18 employee or other person acting on behalf of each other DEFENDANT, and, in participating in the acts
19 alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts
20 of the other.

21 23. Each DEFENDANT, whether named or fictitious, exercised control over PLAINTIFF’S
22 wages, working hours, and/or working conditions.

23 24. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to this
24 action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan or policy,
25 and the acts of each Defendant are legally attributable to the other DEFENDANT.

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27
28 ///

1 **JURISDICTION AND VENUE**

2 25. This Court has jurisdiction over this Action pursuant to California Code of Civil
3 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This Court
4 has jurisdiction over PLAINTIFF'S claims for civil penalties under the Private Attorney General
5 Act of 2004, California Labor Code §2698, *et seq.*

6 26. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
7 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County,
8 and DEFENDANTS (i) currently maintain and at all relevant times maintained offices and facilities in
9 this County and/or conducts substantial business in this County, and (ii) committed the wrongful
10 conduct herein alleged in this County against PLAINTIFF and the AGGRIEVED EMPLOYEES.

11 **THE CONDUCT**

12 27. In violation of the applicable sections of the California Labor Code and the requirements
13 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
14 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
15 compliant meal and rest periods, failed to accurately compensate PLAINTIFF and AGGRIEVED
16 EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and AGGRIEVED
17 EMPLOYEES for all time worked, failed compensate PLAINTIFF for off-the-clock work, failed to
18 compensate PLAINTIFF and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate.
19 DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and
20 full payment for all time worked as required by California law which allows DEFENDANTS to
21 illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent
22 equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS,
23 the PAGA PERIOD should be adjusted accordingly.

24 **A. Meal Period Violations**

25 28. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
26 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the
27 time during which an employee is subject to the control of an employer, including all the time the
28 employee is suffered or permitted to work. From time-to-time during the PAGA PERIOD,

1 DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying
2 them for all the time they were under DEFENDANTS' control. Specifically, as a result of
3 PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing, DEFENDANTS
4 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-
5 duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked
6 out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days
7 where PLAINTIFF did not even receive a partial lunch. More specifically, from time to time,
8 PLAINTIFF and other AGGRIEVED EMPLOYEES were required by DEFENDANTS to work
9 through their meal breaks in order to meet DEFENDANTS' prescribed labor hours to perform all the
10 tasks required of them by DEFENDANTS. As a result, the PLAINTIFF and AGGRIEVED
11 EMPLOYEES forfeited minimum wage and overtime wages by regularly working without their time
12 being accurately recorded and without compensation at the applicable minimum wage and overtime
13 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and AGGRIEVED
14 EMPLOYEES for all time worked is evidenced by DEFENDANTS' business records.

15 29. From time-to-time during the PAGA PERIOD, as a result of their rigorous work
16 requirements and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
17 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal
18 breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
19 AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by
20 DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break.
21 Further, DEFENDANTS from time to time failed to provide PLAINTIFF and AGGRIEVED
22 EMPLOYEES with a second off-duty meal period for some workdays in which these employees were
23 required by DEFENDANTS to work ten (10) hours of work from time to time. The nature of the work
24 performed by PLAINTIFF and AGGRIEVED EMPLOYEES does not qualify for limited and
25 narrowly construed "on-duty" meal period exception. When they were provided with meal periods,
26 PLAINTIFF and AGGRIEVED EMPLOYEES were, from time to time, required to remain on duty
27 and on call. Further, DEFENDANTS from time-to-time required PLAINTIFF and other
28 AGGRIEVED EMPLOYEES to maintain cordless communication devices in order to receive and

1 respond to work-related communications during what was supposed to be their off-duty meal breaks.
2 PLAINTIFF and AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional
3 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

4 **B. Rest Period Violations**

5 30. From time to time during the PAGA PERIOD, PLAINTIFF and other AGGRIEVED
6 EMPLOYEES were required to work in excess of four (4) hours without being provided ten (10)
7 minute rest periods as a result of their rigorous work requirements and DEFENDANTS' inadequate
8 staffing. Further, for the same reasons, these employees were denied their first rest periods of at least
9 ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first
10 and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight
11 (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for
12 some shifts worked of ten (10) hours or more from time to time. When they were provided with rest
13 breaks, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time, required to on
14 duty and/or on call. Further, DEFENDANTS from time-to-time required PLAINTIFF and other
15 AGGRIEVED EMPLOYEES to maintain cordless communication devices in order to receive and
16 respond to work-related communications during what was supposed to be their off-duty rest breaks.
17 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in*
18 *lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
19 PLAINTIFF and AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods
20 by DEFENDANT and DEFENDANTS' managers.

21 **C. Unlawful Rounding Violations**

22 31. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable
23 timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED EMPLOYEES for
24 the actual time these employees worked each day, including overtime hours. Specifically,
25 DEFENDANTS had in place an unlawful rounding policy and practice that resulted in PLAINTIFF
26 and AGGRIEVED EMPLOYEES being undercompensated for all of their time worked. As a result,
27 DEFENDANTS were able to and did in fact unlawfully, and unilaterally round the time recorded in
28 DEFENDANTS' timekeeping system for PLAINTIFF and the AGGRIEVED EMPLOYEES in order

1 to avoid paying these employees for all their time worked, including the applicable overtime
2 compensation for overtime worked. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from
3 time to time, forfeited compensation for their time worked by working without their time being
4 accurately recorded and without compensation at the applicable overtime rates.

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

13 **D. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
14 **Sick Pay**

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

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

27 35. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES'
28 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and

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

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

21 37. In violation of the applicable sections of the California Labor Code and the requirements
22 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
23 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the
24 AGGRIEVED EMPLOYEES at the correct rate of pay for all overtime and double time worked, meal
25 and rest period premiums, and redeemed sick pay. This uniform policy and practice of
26 DEFENDANTS is intended to purposefully avoid the payment of the correct overtime and double
27 time compensation, meal and rest period premiums, and sick pay as required by California law which
28 allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors who

1 complied with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED
2 EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

3 **E. Minimum Wage and Overtime Violations**

4 38. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
5 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning
6 the time during which an employee is subject to the control of an employer, including all the time the
7 employee is suffered or permitted to work. From time to time, DEFENDANTS required PLAINTIFF
8 and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under
9 DEFENDANTS' control. More specifically, from time to time, DEFENDANTS required PLAINTIFF
10 and other AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including but not limited
11 to, time spent performing safety tests and conducting research on assigned properties. This resulted in
12 PLAINTIFF and other AGGRIEVED EMPLOYEES to have to work while off-the-clock.

13 39. As a result, the PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum
14 wage and overtime compensation by regularly working without their time being accurately recorded and
15 without compensation at the applicable minimum wage and overtime rates. DEFENDANTS failed to
16 pay PLAINTIFF and AGGRIEVED EMPLOYEES necessary wages for attending for performing work
17 at DEFENDANTS' direction, request and benefit, while off-the clock. DEFENDANTS' uniform policy
18 and practice not to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all time worked is evidenced
19 by DEFENDANTS' business records.

20 40. DEFENDANTS directed and directly benefited from the uncompensated off-the-clock
21 work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES, including but not limited
22 to, requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform safety tests and conduct
23 research on assigned properties while off-the-clock.

24 41. DEFENDANTS controlled the work schedules, duties, protocols, applications,
25 assignments, and employment conditions of PLAINTIFF and the AGGRIEVED EMPLOYEES.

26 42. DEFENDANTS were able to track the amount of time PLAINTIFF and the
27 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track, or
28 pay PLAINTIFF and the AGGRIEVED EMPLOYEES all wages earned and owed for all the work

they performed, including pre-shift, post shift and during meal period off-the-clock work.

43. PLAINTIFF and the AGGRIEVED EMPLOYEES were non-exempt employees, subject to the requirements of the California Labor Code.

44. DEFENDANTS' policies and practices deprived PLAINTIFF and the AGGRIEVED EMPLOYEES of all minimum, regular, overtime, and double time wages owed for the off-the-clock work activities. Because PLAINTIFF and the AGGRIEVED EMPLOYEES typically worked over 40 hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

45. DEFENDANTS knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES worked off-the-clock work was compensable under the law.

46. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

F. Wage Statement Violations

47. California Labor Code Section 226 required an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a 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.

48. From time to time during the PAGA PERIOD, when PLAINTIFF and AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show,

1 among other things, all deductions, the total hours worked and all applicable hourly rates in effect
2 during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates
3 of pay for penalty payments or missed meal and rest periods. Further, from time to time,
4 DEFENDANTS issued wage statements that failed to provide the accurate name and address of the
5 legal entity that employed PLAINTIFF and other AGGRIEVED EMPLOYEES, in violation of Cal.
6 Lab. Code § 226(a)(8).

7 49. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
8 PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements that comply with Cal. Lab.
9 Code § 226.

10 50. As a result, DEFENDANT issued PLAINTIFF and AGGRIEVED EMPLOYEES with
11 wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANT's violations are knowing
12 and intentional, were not isolated due to an unintentional payroll error due to clerical or inadvertent
13 mistake.

14 **G. Unreimbursed Business Expenses**

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

25 52. In the course of their employment, DEFENDANT required PLAINTIFF and
26 AGGRIEVED EMPLOYEES to use their personal cell phones as a result of and in furtherance of their
27 job duties. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required to use
28 their personal cell phones in order to perform work related tasks. However, DEFENDANT unlawfully

1 failed to reimburse PLAINTIFF and AGGRIEVED EMPLOYEES for the use of their personal cell
2 phones. As a result, in the course of their employment with DEFENDANT, the PLAINTIFF and
3 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses that included, but were not
4 limited to, costs related to the use of their personal cell phones, all on behalf of and for the benefit of
5 DEFENDANT.

6 **H. Unlawful Deductions**

7 53. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFF'S and
8 AGGRIEVED EMPLOYEES' pay without explanations and without authorization to do so or notice
9 to PLAINTIFF and the AGGRIEVED EMPLOYEES. Such unlawful deductions include, but are not
10 limited to, 401(k) contributions, despite failing to ensure those deductions were properly allocated to
11 said 401(k) policies. As a result, DEFENDANT violated Labor Code § 221.

12 **I. Timekeeping Manipulation**

13 54. During the PAGA PERIOD, DEFENDANTS, from time-to-time, did not have an
14 immutable timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED
15 EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each day,
16 including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANT was
17 able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS'
18 timekeeping system for PLAINTIFF and other AGGRIEVED EMPLOYEES in order to avoid paying
19 these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed
20 meal breaks and missed rest breaks.

21 55. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES, from time-to-time,
22 forfeited time worked by working without their time being accurately recorded and without
23 compensation at the applicable pay rates.

24 56. The mutability of the timekeeping system also allowed DEFENDANTS to alter
25 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
26 timekeeping system so as to create the appearance that PLAINTIFF and AGGRIEVED EMPLOYEES
27 clocked out for thirty (30) minute meal break when in fact the employees were not at all times provided
28 an off-duty meal break. This practice is a direct result of DEFENDANTS' uniform policy and practice

1 of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise
2 compensate them for missed meal breaks.

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

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

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

14 **FIRST CAUSE OF ACTION**

15 **For Civil Penalties Pursuant to Private Attorneys General Act ("PAGA")**

16 **[Cal. Lab. Code §§ 2698, et seq.]**

17 **(By PLAINTIFF and AGGRIEVED EMPLOYEES and Against All DEFENDANTS)**

18 59. PLAINTIFF and the AGGRIEVED EMPLOYEES reallege and incorporate by this
19 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

1 61. PLAINTIFF brings this Representative Action on behalf of the State of California with
2 respect to himself and all other current and former AGGRIEVED EMPLOYEES employed by
3 DEFENDANT during the PAGA PERIOD.

4 62. At all relevant times, for the reasons described herein, and others, PLAINTIFF and the
5 AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANT within the meaning of
6 Labor Code Section 2699(c).

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

10 64. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
11 Section 2699.3. By certified letter, return receipt requested, dated May 26, 2023, PLAINTIFF gave
12 written notice to the Labor and Workforce Development Agency (“LWDA”) and to DEENDANT of the
13 specific provisions of the Labor Code alleged to have been violated, including the facts and theories to
14 support the alleged violations. (See Exhibit #1.)

15 65. As of the date of this complaint, more than sixty-five (65) days after serving the LWDA
16 with notice and amended notice of DEFENDANTS’ violations, the LWDA has not provided any notice
17 by certified mail of its intent to investigate the DEFENDANTS’ alleged violations as mandated by Labor
18 Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)A,
19 PLAINTIFF may commence and is authorized to pursue this cause of action.

20 66. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the AGGRIEVED
21 EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of Labor Code Section 201,
22 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d),
23 1174.5, 1194, 1197, 1197.1, 1197.14 1198, 1198.5, 1199, 2802, and 2804 in the following amounts:

24 a. For violation of Labor Code Sections 201, 202, 203, and 204, one
25 hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period
26 for the initial violation and two hundred dollars (\$200) for AGGIEVED
27 EMPLOYEE per pay period for each subsequent violation [penalty per
28 Labor Code Section 2699(f)(2)];

1 b. For violations of Labor Code Section 226(a), a civil penalty in the
2 amount of two hundred fifty dollars (\$250) for each AGGRIEVED
3 EMPLOYEE for any initial violation and one thousand dollars for each
4 subsequent violation [penalty per Labor Code Section 226.3];

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

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

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

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

23 g. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198,
24 1198.5 and 1199, a civil penalty in the amount of one hundred dollars (\$100)
25 per AGGRIEVED EMPLOYEE per pay period for the initial violation and
26 two hundred dollars fifty (\$250) per AGGRIEVED EMPLOYEE per pay
27 period for each subsequent violation [penalty per Labor Code Section].

28 ///

67. 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. 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(g)(1).

68. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows an “aggrieved employee”—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.”], Emphasis added, reh'g denied (June 13, 2018).)

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANT as follows:

(a) For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code § 2699, *et seq.*;

(b) For civil penalties to the extent permitted bylaw pursuant to the Labor Code under the Private Attorneys General Act; and

(c) For such other relief as the Court deems just and proper.

Dated: August 1, 2023

Respectfully Submitted,
JCL LAW FIRM, APC

By: Jean-Claude Lapuyade, Esq.
Attorneys for PLAINTIFF

EXHIBIT 1

May 26, 2023

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

CITY WIDE PROPERTY SERVICES, INC.

c/o Ronald H Melchin
50 Iron Point Cir, Suite 115
Folsom, CA 95630

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 0625 6784 69

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

Dear Sir/Madam:

Our offices represent Plaintiff RICHARD ARRIAGA ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant CITY WIDE PROPERTY SERVICES, INC. ("Defendant"). Plaintiff was employed by Defendant from July of 2021 to February of 2023, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, 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, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed 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 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 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.

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'Jean-Claude Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

JCL LAW FIRM, APC

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

RICHARD ARRIAGA, an individual, on behalf
of himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CITY WIDE PROPERTY SERVICES, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

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

- LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
 - 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
 - 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
 - 9) UNPAID SICK PAY IN VIOLATION OF CAL. LAB. CODE § 246;
 - 10) RETALIATION IN VIOLATION OF CAL. LAB. CODE §§ 98.6 & 1102.5;
 - 11) CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY.

DEMAND FOR A JURY TRIAL

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

PRELIMINARY ALLEGATIONS

1. Defendant CITY WIDE PROPERTY SERVICES, 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 provides commercial property maintenance services in the state of California, including in the county of Sacramento, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANTS in California from July of 2021 to February of 2023 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 DEFENDANTS in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period

1 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
2 by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the
3 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

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

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

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

1 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
2 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
3 Defendants' agents, servants and/or employees.

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

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

15 10. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
16 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
17 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

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

23 **JURISDICTION AND VENUE**

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

1 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
2 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
3 the CALIFORNIA CLASS across California, including in this County, and committed the
4 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

5 **THE CONDUCT**

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

26 **A. Meal Period Violations**

27 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
28 were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,

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

13 16. From time to time during the CLASS PERIOD, as a result of their rigorous work
14 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
15 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
16 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
17 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for
18 more than five (5) hours during some shifts without receiving a meal break. Further,
19 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
20 second off-duty meal period for some workdays in which these employees are required by
21 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
22 PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for the limited and
23 narrowly construed "on-duty" meal period exception. When they were provided with meal
24 periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
25 required to remain on duty and on call. Further, DEFENDANTS from time to time required
26 PLAINTIFF and other CALIFORNIA CLASS Members to maintain cordless communication
27 devices in order to receive and respond to work-related communications during what was
28 supposed to be their off-duty meal breaks. DEFENDANTS' failure to provide PLAINTIFF and

1 the CALIFORNIA CLASS Members with legally required meal breaks is evidenced by
2 DEFENDANTS' business records. As a result of their rigorous work schedules and
3 DEFENDANTS' inadequate staffing, PLAINTIFF and other members of the CALIFORNIA
4 CLASS therefore forfeit meal breaks without additional compensation and in accordance with
5 DEFENDANTS' strict corporate policy and practice.

6 **B. Rest Period Violations**

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

24 **C. Unreimbursed Business Expenses**

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

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

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

18 **D. Wage Statement Violations**

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

27 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
28 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for

1 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
2 also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
3 accurate wage statements which failed to show, among other things, all deductions, the total hours
4 worked and all applicable hourly rates in effect during the pay period and the corresponding
5 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
6 meal and rest periods. Further, from time to time, DEFENDANTS issued wage statements that
7 failed to provide the accurate name and address of the legal entity that employed PLAINTIFF and
8 other CALIFORNIA CLASS Members, in violation of Cal. Lab. Code § 226(a)(8).

9 22. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
10 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
11 Cal. Lab. Code § 226.

12 23. As a result, DEFENDANTS issued PLAINTIFF and other members of the
13 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
14 DEFENDANTS' violations are knowing and intentional, were not isolated due to an unintentional
15 payroll error due to clerical or inadvertent mistake.

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

17 24. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
18 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
19 for all hours worked.

20 25. During the CLASS PERIOD, from time-to-time DEFENDANTS required
21 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
22 work, including but not limited to, time spent performing safety tests and conducting research on
23 assigned properties. This resulted in PLAINTIFF and other members of the CALIFORNIA
24 CLASS to have to work while off-the-clock.

25 26. DEFENDANTS directed and directly benefited from the undercompensated off-
26 the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

1 27. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
2 assignments, and employment conditions of PLAINTIFF and the other members of the
3 CALIFORNIA CLASS.

4 28. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
5 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
6 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
7 wages earned and owed for all the work they performed.

8 29. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
9 exempt employees, subject to the requirements of the California Labor Code.

10 30. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
11 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
12 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
13 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
14 eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime
15 pay.

16 31. DEFENDANTS knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

18 32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
19 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and
20 benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and
21 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
22 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
23 records.

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

26 33. From time to time during the CLASS PERIOD, DEFENDANTS failed and
27 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
28 Members for their overtime and double time hours worked, meal and rest period premiums, and

1 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
2 forfeited wages due to them for working overtime without compensation at the correct overtime
3 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
4 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS Members at
5 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
6 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

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

11 35. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
12 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
13 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
14 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
15 paid on an hourly basis with bonus compensation when the employees met the various
16 performance goals set by DEFENDANTS.

17 36. However, from time to time, when calculating the regular rate of pay in those pay
18 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
19 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
20 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
21 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
22 rather than just all non-overtime hours worked. Management and supervisors described the
23 incentive/bonus program to potential and new employees as part of the compensation package.
24 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
25 CLASS Members must be included in the "regular rate of pay." The failure to do so has resulted
26 in a systematic underpayment of overtime and double time compensation, meal and rest period
27 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
28 Members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that

1 paid sick time for non-exempt employees shall be calculated in the same manner as the regular
2 rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or
3 not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as
4 articulated herein, by failing to include the incentive compensation as part of the "regular rate of
5 pay" for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the
6 underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

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

16 **G. Unlawful Deductions**

17 38. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
18 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
19 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
20 DEFENDANTS violated Labor Code § 221.

21 **H. Timekeeping Manipulation**

22 39. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
23 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
24 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
25 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
26 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
27 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
28 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all

1 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
2 missed rest breaks.

3 40. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
4 time-to-time, forfeited time worked by working without their time being accurately recorded and
5 without compensation at the applicable pay rates.

6 41. The mutability of the timekeeping system also allowed DEFENDANTS to alter
7 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
8 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
9 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
10 were not at all times provided an off-duty meal break. This practice is a direct result of
11 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
12 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

13 42. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
14 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
15 for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and
16 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
17 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
18 records.

19 **I. Unlawful Rounding Practices**

20 43. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
21 place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
22 CALIFORNIA CLASS Members for the actual time these employees worked each day,
23 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding
24 policy and practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being
25 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
26 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
27 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying
28 these employees for all their time worked, including the applicable overtime compensation for

overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

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

J. Violations for Untimely Payment of Wages

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

46. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods. PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period each workday in which he was required by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break. DEFENDANTS policy caused PLAINTIFF to remain on-call and on-duty during what was supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF for required business expenses related to the personal expenses

1 incurred for the use of their personal cell phone, on behalf of and in furtherance of his
2 employment with DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF
3 the minimum, overtime and double time compensation still owed to him or any penalty wages
4 owed to him under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF
5 individually does not exceed the sum or value of \$75,000.

6 **K. Plaintiff's Individual Claims**

7 47. PLAINTIFF was employed by DEFENDANT in California from July 1, 2021 to
8 February 12, 2023. On or around February 12 2023, PLAINTIFF was constructively discharged
9 from his employment with DEFENDANT.

10 48. Throughout his employment with DEFENDANT, PLAINTIFF was treated
11 differently and unfairly by DEFENDANT and its agents, all in retaliation against PLAINTIFF
12 for various protected activities.

13 49. During his employment, PLAINTIFF made reports of workplace harassment to
14 DEFENDANT regarding the harassment that PLAINTIFF'S manager, Jerry, subjected him to.
15 The workplace harassment included false accusations that led to verbal warnings, accusations of
16 insubordination, and curse words being yelled at PLAINTIFF. PLAINTIFF reported the
17 workplace harassment to DEFENDANT, but PLAINTIFF'S reports fell on deaf ears. Instead, the
18 workplace harassment continued. Ultimately, on February 3, 2023, the workplace harassment
19 became so unbearable that PLAINTIFF was left with no other choice but to resign from his
20 position. Thus, on February 3, 2023, PLAINTIFF put in his two weeks' notice with
21 DEFENDANT. On or around February 12, 2023, PLAINTIFF was constructively discharged
22 from his employment with DEFENDANT.

23 50. PLAINTIFF is informed and believes, and upon such information and belief
24 alleges that, during PLAINTIFF'S employment with DEFENDANT, DEFENDANT retaliated
25 against and wrongfully terminated him because PLAINTIFF exercised his rights and reported
26 workplace harassment.

27 51. PLAINTIFF is informed and believes, and upon such information and belief
28 alleges that, during PLAINTIFF'S employment with DEFENDANT and at the time of his

1 termination, DEFENDANT maintained a hostile work environment directed at PLAINTIFF
2 because PLAINTIFF exercised his rights and reported workplace harassment.

3 52. PLAINTIFF is informed and believes, and upon such information and belief
4 alleges that, DEFENDANT'S conduct in constructively discharging PLAINTIFF'S employment
5 was part of a pattern of behavior by DEFENDANT aimed at retaliation against PLAINTIFF.

6 53. PLAINTIFF is informed and believes, and upon such information and belief
7 alleges that, DEFENDANT wrongfully terminated him for reasons that violate public policy.

8 54. PLAINTIFF is informed and believes, and upon such information and belief
9 alleges that he was harmed as a result of the wrongful termination and that the unlawful and
10 retaliatory practices of DEFENDANT were substantial factors in causing PLAINTIFF'S harm.

11 55. PLAINTIFF is informed and believes, and upon such information and belief
12 alleges that, DEFENDANTS intentionally created or knowingly permitted these working
13 conditions, including but not limited to, retaliatory employment practices against employees like
14 PLAINTIFF who exercised their rights and reported workplace harassment.

15 **CLASS ACTION ALLEGATIONS**

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

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

27 58. The members of the class are so numerous that joinder of all class members is
28 impractical.

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

- 10 a. Whether DEFENDANT maintained legally compliant meal period policies and
11 practices;
- 12 b. Whether DEFENDANT maintained legally compliant rest period policies and
13 practices;
- 14 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
15 Members accurate premium payments for missed meal and rest periods;
- 16 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
17 Members accurate overtime wages;
- 18 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
19 Members at least minimum wage for all hours worked;
- 20 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
21 CLASS Members for required business expenses;
- 22 g. Whether DEFENDANT issued legally compliant wage statements;
- 23 h. Whether DEFENDANT committed an act of unfair competition by systematically
24 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
25 CLASS for all time worked;
- 26 i. Whether DEFENDANT committed an act of unfair competition by systematically
27 failing to record all meal and rest breaks missed by PLAINTIFF and other
28 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.

60. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

61. 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.

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

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

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

65. 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 DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained.

66. 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.

67. 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

1 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
2 create the risk of:

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

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

13 **FIRST CAUSE OF ACTION**

14 **Unlawful Business Practices**

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

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

17 69. 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
19 Complaint.

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

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

26 Any person who engages, has engaged, or proposes to engage in unfair competition may
27 be enjoined in any court of competent jurisdiction. The court may make such orders or
28 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

1 money or property, real or personal, which may have been acquired by means of such
2 unfair competition. (Cal. Bus. & Prof. Code § 17203).

3 72. By the conduct alleged herein, DEFENDANTS have engaged and continue to
4 engage in a business practice which violates California law, including but not limited to, the
5 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
6 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
7 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
8 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
9 constitute unfair competition, including restitution of wages wrongfully withheld.

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

16 74. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
17 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
18 mandated meal and rest periods and the required amount of compensation for missed meal and
19 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
20 necessary business expenses incurred, due to a systematic business practice that cannot be
21 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
22 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
23 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
24 restitution of wages wrongfully withheld.

25 75. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
26 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
27 other members of the CALIFORNIA CLASS to be underpaid during their employment with
28 DEFENDANTS.

1 76. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
2 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
3 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
4 required by Cal. Lab. Code §§ 226.7 and 512.

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

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

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

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

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

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

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

SECOND CAUSE OF ACTION

Failure To Pay Minimum Wages

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

Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)

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

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

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

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

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

3 88. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
4 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
5 they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully
6 and intentionally deny timely payment of wages due to PLAINTIFF and the other members of
7 the CALIFORNIA CLASS.

8 89. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
9 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
10 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
11 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

12 90. In committing these violations of the California Labor Code, DEFENDANTS
13 inaccurately calculated the correct time worked and consequently underpaid the actual time
14 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted
15 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
16 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
17 laws and regulations.

18 91. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
19 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
20 minimum wage compensation for their time worked for DEFENDANTS.

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22 92. During the CLASS PERIOD, PLAINTIFF and the other members of the
23 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
24 failure to pay all earned wages.

25 93. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
26 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
27 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
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1 suffered and will continue to suffer an economic injury in amounts which are presently unknown
2 to them, and which will be ascertained according to proof at trial.

3 94. DEFENDANTS knew or should have known that PLAINTIFF and the other
4 members of the CALIFORNIA CLASS were under-compensated for their time worked.
5 DEFENDANTS systematically elected, either through intentional malfeasance or gross
6 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
7 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
8 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
9 for their time worked.

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

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

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1 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
2 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
3 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
4 (12) hours in a workday, and/or forty (40) hours in any workweek.

5 104. In committing these violations of the California Labor Code, DEFENDANTS
6 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
8 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
9 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
10 regulations.

11 105. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
12 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
13 overtime compensation for their time worked for DEFENDANTS.

14 106. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
15 from the overtime requirements of the law. None of these exemptions are applicable to
16 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
17 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
18 agreement that would preclude the causes of action contained herein this Complaint. Rather,
19 PLAINTIFF brings this Action on behalf of himself and the CALIFORNIA CLASS based on
20 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
21 California.

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23 107. During the CLASS PERIOD, PLAINTIFF and the other members of the
24 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
25 a failure to pay all earned wages.

26 108. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of
27 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
28 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even

1 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
2 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANTS
3 failed to accurately record and pay as evidenced by DEFENDANTS' business records and
4 witnessed by employees.

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

10 110. DEFENDANTS knew or should have known that PLAINTIFF and the other
11 members of the CALIFORNIA CLASS were undercompensated for their time worked.
12 DEFENDANTS systematically elected, either through intentional malfeasance or gross
13 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
14 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
15 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages for
16 their overtime worked.

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

25 112. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
26 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
27 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
28 California Labor Code and/or other applicable statutes. To the extent overtime compensation is

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

7 **FOURTH CAUSE OF ACTION**

8 **Failure To Provide Required Meal Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

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

11 113. 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
13 Complaint.

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

116. 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)

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

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

1 provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid
2 rest periods is evidenced by DEFENDANTS' business records.

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

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

11 **SIXTH CAUSE OF ACTION**

12 **Failure To Provide Accurate Itemized Statements**

13 **(Cal. Lab. Code § 226)**

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

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

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

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

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

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

124. Further, from time to time, DEFENDANTS issued wage statements that failed to provide the accurate name and address of the legal entity that employed PLAINTIFF and other CALIFORNIA CLASS Members, in violation of Cal. Lab. Code § 226(a)(8).

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

126. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not

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

SEVENTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

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

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

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

As used in this article:

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

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

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

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

for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

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

132. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall 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.

133. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated, and DEFENDANTS have not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

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

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)

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

136. 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.

137. From time to time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS

1 members for required expenses incurred in the discharge of their job duties for DEFENDANTS’
2 benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS
3 members for expenses which included, but were not limited to, the use of their personal cell
4 phones, all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF and
5 other CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal
6 cell phones to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS’
7 uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA
8 CLASS members for expenses resulting from the use of their personal cell phones within the
9 course and scope of their employment for DEFENDANTS. These expenses were necessary to
10 complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS’ conduct
11 to assert any waiver of this expectation. Although these expenses were necessary expenses
12 incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to
13 indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these
14 expenses as an employer is required to do under the laws and regulations of California.

15 138. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred
16 by him and the CALIFORNIA CLASS members in the discharge of their job duties for
17 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
18 statutory rate and costs under Cal. Lab. Code § 2802.

19 **NINTH CAUSE OF ACTION**

20 **UNPAID SICK PAY**

21 **(Cal. Lab. Code § 246, *et seq.*)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all DEFENDANT)**

23 139. 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
25 Complaint.

26 140. Cal. Labor Code Sections 246(I)(1) mandates that “[p]aid sick time for nonexempt
27 employees shall be calculated in the same manner as the regular rate of pay for the workweek in
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1 which the employee uses paid sick time, whether or not the employee actually works overtime in
2 that workweek.”

3 141. From time-to-time, during the PLAINTIFF and other members of the
4 CALIFORNIA CLASS were compensated at an hourly rate plus either non-discretionary incentive
5 pay. As a matter of law, the non-discretionary incentive compensation received by PLAINTIFF
6 and other members of the CALIFORNIA CLASS must be included in the “regular rate of pay.”

7 142. From time-to-time during the CLASS PERIOD, in those pay periods where
8 PLAINTIFF and other members of the CALIFORNIA CLASS earned hourly compensation and
9 either non-discretionary incentive compensation, and took paid sick time, DEFENDANT failed to
10 properly calculate the regular rate of pay for purposes of compensating paid sick time by omitting
11 non-discretionary incentive pay from the regular rate of pay.

12 143. DEFENDANT’s uniform policy and practice of omitting non-discretionary
13 incentive pay and/or piece-rate pay from the regular rate of pay for purposes of paying paid sick
14 pay, resulted in the underpayment of sick pay wages to PLAINTIFF and other members of the
15 CALIFORNIA CLASS. PLAINTIFF and other members of the CALIFORNIA CLASS therefore
16 request recovery of all unpaid wages, including sick pay wages, according to proof, interest,
17 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a
18 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
19 overtime compensation is determined to be owed to other members of the CALIFORNIA CLASS
20 who have terminated their employment, DEFENDANT’s conduct also violates Labor Code §§
21 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under
22 Cal. Lab. Code § 203, which penalties are sought herein on behalf of other members of the
23 CALIFORNIA CLASS. DEFENDANT’S conduct as alleged herein was willful, intentional and
24 not in good faith. Further, PLAINTIFF and other members of the CALIFORNIA CLASS are
25 entitled to seek and recover statutory costs.

26 144. Cal. Lab. Code § 246(i) provides that:

27 An employer shall provide an employee with written notice that sets forth the
28 amount of paid sick leave available, or paid time off leave an employer provides in
lieu of sick leave, for use on either the employee’s itemized wage statement
described in Section 226 or in a separate writing provided on the designated pay

1 date with the employee's payment of wages. If an employer provides unlimited paid
2 sick leave or unlimited paid time off to an employee, the employer may satisfy this
section by indicating on the notice or the employee's itemized wage statement
"unlimited."

3 145. From time to time, DEFENDANT failed to furnish PLAINTIFF and other
4 members of the CALIFORNIA CLASS with written wage statements setting forth the amount of
5 paid sick leave available to them, as required under Cal. Lab. Code §§ 246, *et seq.* As a result,
6 PLAINTIFF and other members of the CALIFORNIA CLASS are entitled to seek and recover
7 statutory costs.

8 **TENTH CAUSE OF ACTION**

9 **RETALIATION - Cal. Lab. Code §§ 98.6, 1102.5 and 6310**

10 **(Alleged by PLAINTIFF and against all DEFENDANTS)**

11 146. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
12 herein, the prior paragraphs of this Complaint.

13 147. At all relevant times, California Labor Code section 98.6 was in effect and was
14 binding on DEFENDANT. This statute prohibits DEFENDANT from retaliating against any
15 employee, including PLAINTIFF, for raising complaints of illegality and/or belief that the
16 employee may disclose illegality regarding unlawful conduct related to PLAINTIFF exercising his
17 rights and reporting workplace harassment.

18 148. At all relevant times, California Labor Code section 1102.5 was in effect and was
19 binding on DEFENDANT. This statute prohibits DEFENDANT from retaliating against any
20 employee, including PLAINTIFF, for raising complaints of illegality and/or belief that the
21 employee may disclose illegality regarding unlawful conduct related to PLAINTIFF exercising his
22 rights and reporting workplace harassment.

23 149. PLAINTIFF raised complaints of illegality while he worked for DEFENDANT, and
24 DEFENDANT retaliated against him by taking adverse employment actions including wrongfully
25 terminating PLAINTIFF.

26 150. As a proximate result of DEFENDANT's willful, knowing, and intentional
27 violation(s) of Labor Code sections 98.6 and 1102.5, PLAINTIFF has suffered and continues to
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1 suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage
2 in a sum according to proof.

3 151. As a result of DEFENDANT's adverse employment actions against PLAINTIFF,
4 PLAINTIFF has suffered general and special damages in sums according to proof.

5 152. DEFENDANT's misconduct was committed intentionally, in a malicious,
6 oppressive manner, and fraudulent manner, entitling PLAINTIFF to punitive damages against
7 DEFENDANT.

8 **ELEVENTH CAUSE OF ACTION**

9 **CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

10 **(Alleged by PLAINTIFF and against all Defendants)**

11 153. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
12 herein, the prior paragraphs of this Complaint.

13 154. PLAINTIFF's constructive discharge on or about February 12, 2023, was for a
14 pretextual reason(s) to disguise DEFENDANT's unlawful employment practices directed at
15 PLAINTIFF.

16 155. Within the State of California there exists a substantial and fundamental public
17 policy, set forth in the California Labor Code § 98.6 et seq., which forbids retaliation and wrongful
18 termination. This public policy of the state is one that benefits the public at large and guarantees
19 the rights of an employee to perform their work free from retaliation.

20 156. Within the State of California there exists a substantial and fundamental public
21 policy, set forth in the California Labor Code § 1102.5 et seq., which forbids retaliation and
22 wrongful termination. This public policy of the state is one that benefits the public at large and
23 guarantees the rights of an employee to perform their work free from retaliation.

24 157. The motivating reason(s) for PLAINTIFF's termination was PLAINTIFF'S
25 complaints to DEFENDANT regarding DEFENDANT'S unlawful conduct related to PLAINTIFF
26 exercising his rights and reporting workplace harassment. PLAINTIFF's constructive discharge
27 from his position of employment was in violation of the public policies of the State of California.

28 158. The motivating reason(s) for PLAINTIFF's constructive discharge was for
PLAINTIFF exercising his rights and reporting workplace harassment. PLAINTIFF's

1 constructive discharge from his position of employment was in violation of the public policies of
2 the State of California.

3 159. PLAINTIFF is informed and believes, and upon such information and belief
4 alleges that he was harmed as a result of being forced to resign and that the unlawful and
5 discriminatory practices of DEFENDANT were substantial factors in causing PLAINTIFF'S
6 harm.

7 160. PLAINTIFF is informed and believes, and upon such information and belief
8 alleges that, DEFENDANTS intentionally created or knowingly permitted these working
9 conditions, including but not limited to, retaliatory employment practices against employees like
10 PLAINTIFF for exercising their rights and reporting workplace harassment.

11 161. PLAINTIFF is informed and believes, and upon such information and belief
12 alleges that, the retaliatory employment, hiring and promoting practices were so intolerable that
13 a reasonable person in PLAINTIFF'S position would have had no reasonable alternative except
14 to resign.

15 162. As a result of DEFENDANT's actions, PLAINTIFF has suffered substantial losses
16 in earnings and employment benefits and emotional distress in an amount to be determined
17 according to proof at trial.

18 163. In doing the acts herein alleged, DEFENDANT acted with malice and oppression,
19 and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is entitled to exemplary
20 and punitive damages from DEFENDANT in an amount to be determined to punish
21 DEFENDANT and to deter such wrongful conduct in the future.

22 164. PLAINTIFF was harmed by DEFENDANT's wrongful and illegal termination of
23 his employment.

24 165. The constructive discharge of the employment of PLAINTIFF was and is a
25 substantial factor causing harm to PLAINTIFF.

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1 **PRAYER FOR RELIEF**

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

4 1. On behalf of the CALIFORNIA CLASS:

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

15 2. On behalf of the CALIFORNIA CLASS:

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

violation of Cal. Lab. Code § 226.

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

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

3. On PLAINTIFF'S individual claims:

a. For all special damages which were sustained as a result of DEFENDANTS' conduct, including but not limited to, back pay, front pay, lost compensation and job benefits that PLAINTIFF would have received but for the practices of DEFENDANTS.

b. For all exemplary damages, according to proof, which were sustained as a result of DEFENDANTS' conduct.

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

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

e. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

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, § 246 and/or § 1194.

DATED: May 26, 2023

ZAKAY LAW GROUP, APLC

By: _____

Shani O. Zakay, Esq.
Attorney for PLAINTIFFS

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DEMAND FOR A JURY TRIAL

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

DATED: May 26, 2023

ZAKAY LAW GROUP, APLC

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

EXHIBIT