

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TT ELECTRONICS POWER SOLUTIONS (US) INC., a Delaware corporation; BI TECHNOLOGIES CORPORATION, a Delaware corporation; (Additional Parties Attachment form is attached)

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

MARTHA J. ZAMBRANO, an individual, on behalf of herself, and on behalf of all persons similarly situated,

ELECTRONICALLY FILED

Superior Court of California,
County of Imperial

02/28/2023 at 02:09:14 PM

By: Angela Jantz, Deputy Clerk

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.

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.courtinfo.ca.gov/selfhelp/espanol/), 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.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Imperial Superior Court - El Centro Courthouse
939 West Main Street
El Centro, CA 92243

CASE NUMBER:
(Número del Caso):

ECU002789

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):

Shani O. Zakay, Esq. SBN:277924 Tel: (619) 255-9047 Fax: (858) 404-9203
Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 02/28/2023

(Fecha)

Maria Rhinehart

Clerk, by A. Jantz

(Secretario)

, 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)).

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ 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):

- ☐ by personal delivery on (date):

[SEAL]



SHORT TITLE:

Zambrano v. TT Electronics Power Solutions (US) Inc., et al.

CASE NUMBER:

ECU002789

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

OPTEK TECHNOLOGY, INC., a Delaware corporation; TT GROUP INDUSTRIES, INC., a Delaware corporation; and DOES 1-50, Inclusive,

Page _____ of _____

Page 1 of 1

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ELECTRONICALLY FILED

Superior Court of California,
County of Imperial
02/28/2023 at 02:09:14 PM
By: Angela Jantz, Deputy Clerk

Assigned for all purposes,
including trial, to Judge
L. Brooks Anderholt

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF IMPERIAL

MARTHA J. ZAMBRANO, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

TT ELECTRONICS POWER SOLUTIONS
(US) INC., a Delaware corporation; BI
TECHNOLOGIES CORPORATION, a
Delaware corporation; OPTEK
TECHNOLOGY, INC., a Delaware
corporation; TT GROUP INDUSTRIES, INC.,
a Delaware corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No: ECU002789

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;

- 1 6) FAILURE TO PROVIDE WAGES WHEN
2 DUE IN VIOLATION OF CAL. LAB.
3 CODE §§ 201, 202 AND 203;
4 7) FAILURE TO PROVIDE ACCURATE
5 ITEMIZED STATEMENTS IN
6 VIOLATION OF CAL. LAB. CODE § 226;
7 8) FAILURE TO REIMBURSE EMPLOYEES
8 FOR REQUIRED EXPENSES IN
9 VIOLATION OF CAL. LAB. CODE § 2802.
10 9) VIOLATION OF THE PRIVATE
11 ATTORNEYS GENERAL ACT [LABOR
12 CODE §§ 2698 ET SEQ.

13 **DEMAND FOR A JURY TRIAL**

14 PLAINTIFF MARTHA J. ZAMBRANO (“PLAINTIFF”), an individual, on behalf of
15 herself and all other similarly situated current and former employees, allege on information and
16 belief, except for her own acts and knowledge which are based on personal knowledge, the
17 following:

18 **PRELIMINARY ALLEGATIONS**

19 1. Defendant TT ELECTRONICS POWER SOLUTIONS (US) INC. (“Defendant
20 TT Electronics”) is a Delaware corporation that at all relevant times mentioned herein conducted
21 and continues to conduct substantial and regular business throughout California.

22 2. Defendant BI TECHNOLOGIES CORPORATION (“Defendant BI
23 Technologies”) is a Delaware corporation that at all relevant times mentioned herein conducted
24 and continues to conduct substantial and regular business throughout California.

25 3. Defendant OPTEK TECHNOLOGY, INC. (“Defendant Optek Technology”) is a
26 Delaware corporation that at all relevant times mentioned herein conducted and continues to
27 conduct substantial and regular business throughout California.

28 4. Defendant TT GROUP INDUSTRIES, INC. (“Defendant TT Group Industries”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

5. Defendant TT Electronics, Defendant BI Technologies, Defendant Optek Technology and Defendant TT Group Industries were the joint employers of PLAINTIFF as

1 evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed
2 work for respectively and are therefore jointly responsible as employers for the conduct alleged
3 herein as “DEFENDANTS” and/or “DEFENDANT.”

4 6. DEFENDANTS provide electronic technology products and solutions to the
5 aerospace and defense industries, including in Imperial County where PLAINTIFF worked.

6 7. PLAINTIFF was employed by DEFENDANTS in California from April of 2008
7 to August of 2022 as a non-exempt employee, paid on an hourly basis and entitled to the legally
8 required meal and rest periods and payment of minimum and overtime wages due for all time
9 worked.

10 8. PLAINTIFF brings this Class Action on behalf of herself and a California class,
11 defined as all persons who are or previously were employed by Defendant TT Electronics and/or
12 Defendant BI Technologies and/or Defendant Optek Technology and/or Defendant TT Group
13 Industries in California and classified as non-exempt employees (the “CALIFORNIA CLASS”)
14 at any time during the period beginning four (4) years prior to the filing of this Complaint and
15 ending on the date as determined by the Court (the “CLASS PERIOD”). The amount in
16 controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million
17 dollars (\$5,000,000.00).

18 9. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
19 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
20 the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice which failed to
21 lawfully compensate these employees. DEFENDANT’s uniform policy and practice alleged
22 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
23 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA
24 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
25 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
26 other members of the CALIFORNIA CLASS who have been economically injured by
27 DEFENDANT’s past and current unlawful conduct, and all other appropriate legal and equitable
28 relief.

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

10 11. The agents, servants and/or employees of the Defendants and each of them acting
11 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
12 agent, servant and/or employee of the Defendants, and personally participated in the conduct
13 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
14 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
15 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
16 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
17 Defendants' agents, servants and/or employees.

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

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

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

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

JURISDICTION AND VENUE

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

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

THE CONDUCT

18. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse

1 PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue
2 to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage
3 statements showing, among other things, all applicable hourly rates in effect during the pay
4 periods and the corresponding amount of time worked at each hourly rate. DEFENDANT's
5 uniform policies and practices are intended to purposefully avoid the accurate and full payment
6 for all time worked as required by California law which allows DEFENDANT to illegally profit
7 and gain an unfair advantage over competitors who comply with the law. To the extent equitable
8 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS
9 PERIOD should be adjusted accordingly.

10 **A. Meal Period Violations**

11 19. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
12 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
13 meaning the time during which an employee is subject to the control of an employer, including
14 all the time the employee is suffered or permitted to work. From time to time during the CLASS
15 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
16 without paying them for all the time they were under DEFENDANT's control. Specifically,
17 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be
18 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not
19 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
20 Members forfeited minimum wage and overtime compensation by regularly working without their
21 time being accurately recorded and without compensation at the applicable minimum wage and
22 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
23 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
24 records.

25 20. From time to time during the CLASS PERIOD, as a result of their rigorous work
26 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
27 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
28 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other

1 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
2 more than five (5) hours during some shifts without receiving a meal break. Further,
3 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
4 off-duty meal period for some workdays in which these employees are required by DEFENDANT
5 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
6 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed “on-
7 duty” meal period exception. When they were provided with meal periods, PLAINTIFF and other
8 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.
9 DEFENDANT’s failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with
10 legally required meal breaks is evidenced by DEFENDANT’s business records. PLAINTIFF and
11 other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
12 compensation and in accordance with DEFENDANT’s strict corporate policy and practice.

13 **B. Rest Period Violations**

14 21. From time to time during the CLASS PERIOD, PLAINTIFF and other
15 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
16 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
17 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied
18 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
19 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
20 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
21 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
22 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
23 CLASS Members were, from time to time, required to remain on duty and/or on call. PLAINTIFF
24 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
25 thereof. As a result of their rigorous work schedules and DEFENDANT’s inadequate staffing,
26 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
27 proper rest periods by DEFENDANT and DEFENDANT’s managers.

28 ///

1 **C. Wage Statement Violations**

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

10 23. From time to time during the CLASS PERIOD, when PLAINTIFF and other
11 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
12 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
13 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
14 accurate wage statements which failed to show, among other things, all deductions, the total hours
15 worked and all applicable hourly rates in effect during the pay period, and the corresponding
16 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
17 meal and rest periods.

18 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
19 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
20 Cal. Lab. Code § 226.

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

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

26 26. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
27 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
28 for all hours worked.

1 27. During the CLASS PERIOD, from time-to-time DEFENDANT required
2 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
3 work. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to
4 work while off-the-clock.

5 28. DEFENDANT directed and directly benefited from the undercompensated off-the-
6 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

7 29. DEFENDANT controlled the work schedules, duties, and protocols, applications,
8 assignments, and employment conditions of PLAINTIFF and the other members of the
9 CALIFORNIA CLASS.

10 30. DEFENDANT was able to track the amount of time PLAINTIFF and the other
11 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
12 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
13 wages earned and owed for all the work they performed.

14 31. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
15 exempt employees, subject to the requirements of the California Labor Code.

16 32. DEFENDANT's policies and practices deprived PLAINTIFF and the other
17 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
18 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
19 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
20 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
21 pay.

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

24 34. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
25 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
26 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
27 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
28

1 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
2 records.

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

5 35. From time to time during the CLASS PERIOD, DEFENDANT failed and
6 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
7 Members for their overtime and double time hours worked, meal and rest period premiums, and
8 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
9 forfeited wages due to them for working overtime without compensation at the correct overtime
10 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
11 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
12 the correct rate for all overtime and double time worked, meal and rest period premiums, and
13 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT's business
14 records.

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

19 37. The second component of PLAINTIFF's and other CALIFORNIA CLASS
20 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
21 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
22 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
23 basis with bonus compensation when the employees met the various performance goals set by
24 DEFENDANTS.

25 38. However, from-time-to-time, when calculating the regular rate of pay, in those pay
26 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
27 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
28 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus

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

15 39. In violation of the applicable sections of the California Labor Code and the
16 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
17 matter of company policy, practice, and procedure, intentionally and knowingly failed to
18 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
19 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
20 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
21 of the correct overtime and double time compensation, meal and rest period premiums, and sick
22 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
23 unfair advantage over competitors who complied with the law. To the extent equitable tolling
24 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
25 CLASS PERIOD should be adjusted accordingly.

26 **F. Unreimbursed Business Expenses**

27 40. DEFENDANT as a matter of corporate policy, practice, and procedure,
28 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF

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

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

23 **G. Unlawful Rounding Practices**

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

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

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

14 **H. Timekeeping Manipulation**

15 44. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
16 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
17 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
18 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
19 and rest breaks. Specifically, due to DEFENDANT's error-prone timekeeping system,
20 approximately five to eight minutes of PLAINTIFF and CALIFORNIA CLASS Member's time
21 worked were taken each day. As a result, DEFENDANT was able to and did in fact, unlawfully,
22 and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF
23 and other members of the CALIFORNIA CLASS in order to avoid paying these employees for
24 all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
25 missed rest break.

26 45. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
27 time-to-time, forfeited time worked by working without their time being accurately recorded and
28 without compensation at the applicable pay rates.

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

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

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

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

20 **J. Unlawful Deductions**

21 49. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
22 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
23 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
24 DEFENDANTS violated Labor Code § 221.

25 50. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
26 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
27 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
28 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to

1 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
2 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
3 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
4 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was
5 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
6 without additional compensation and in accordance with DEFENDANT'S strict corporate policy
7 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
8 comply with Cal. Lab. Code § 226. Further, DEFENDANT failed to reimburse PLAINTIFF for
9 required business expenses related to the use of her personal cell phone, personal vehicle and
10 purchase of uniforms, in violation of Cal. Lab. Code § 2802. To date, DEFENDANT has not
11 fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to her or
12 any penalty wages owed to her under Cal. Lab. Code § 203. The amount in controversy for
13 PLAINTIFF individually does not exceed the sum or value of \$75,000.

14 **CLASS ACTION ALLEGATIONS**

15 51. PLAINTIFF bring this Class Action on behalf of herself, and a California class
16 defined as all persons who are or previously were employed by Defendant TT Electronics and/or
17 Defendant BI Technologies and/or Defendant Optek Technology and/or Defendant TT Group
18 Industries in California and classified as non-exempt employees (the "CALIFORNIA CLASS")
19 at any time during the period beginning four (4) years prior to the filing of this Complaint and
20 ending on the date as determined by the Court (the "CLASS PERIOD").

21 52. 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 compensate for off-the-clock work, failure to provide
25 accurate itemized wage statements, failed to reimburse for business expenses, failure to maintain
26 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

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

1 54. Common questions of law and fact regarding DEFENDANT's 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 provide accurate itemized wage statements accurate,
6 failed to reimburse for business expenses, 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

1 of this work, required employees to perform this work and permits or suffers to
2 permit this work;

3 j. Whether DEFENDANT committed an act of unfair competition in violation of the
4 UCL, by failing to provide the PLAINTIFF and the other members of the
5 CALIFORNIA CLASS with the legally required meal and rest periods.

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

8 56. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
9 PLAINTIFF have the same interests as the other members of the class.

10 57. PLAINTIFF will fairly and adequately represent and protect the interests of the
11 CALIFORNIA CLASS Members.

12 58. PLAINTIFF retained able class counsel with extensive experience in class action
13 litigation.

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

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

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

23 62. A class action is superior to other available methods for the fair and efficient
24 adjudication of this controversy because joinder of all class members is impractical. Moreover,
25 since the damages suffered by individual members of the class may be relatively small, the
26 expense and burden of individual litigation makes it practically impossible for the members of the
27 class individually to redress the wrongs done to them. Without class certification and
28 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 63. 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 64. 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 65. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
21 Code § 17021.

22 66. 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 67. By the conduct alleged herein, DEFENDANT has engaged and continues 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, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1,
7 1198, and 2802 for which this Court should issue declaratory and other equitable relief pursuant
8 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held
9 to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

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

27 71. By the conduct alleged herein, DEFENDANT's practices were also unfair and
28 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide

1 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
2 required by Cal. Lab. Code §§ 226.7 and 512.

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

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

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

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

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

27 77. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
28 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,

1 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
2 engaging in any unlawful and unfair business practices in the future.

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

10 **SECOND CAUSE OF ACTION**

11 **Failure To Pay Minimum Wages**

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

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

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

17 80. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
18 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
19 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
20 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

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

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

28

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

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

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

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

19 88. During the CLASS PERIOD, PLAINTIFF and the other members of the
20 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
21 failure to pay all earned wages.

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

27 90. DEFENDANT knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were under-compensated for their time worked.

1 DEFENDANT systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
3 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
5 for their time worked.

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

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

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

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

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

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

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

24 104. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
25 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
26 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
27 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
28 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT

1 failed to accurately record and pay as evidenced by DEFENDANT's business records and
2 witnessed by employees.

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

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

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

23 108. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
24 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
25 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
26 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
27 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
28 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore

1 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
2 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,
3 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
4 entitled to seek and recover statutory costs.

5 **FOURTH CAUSE OF ACTION**

6 **Failure To Provide Required Meal Periods**

7 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

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

26 111. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
27 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
28 who were not provided a meal period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that a
2 meal period was not provided.

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

6 **FIFTH CAUSE OF ACTION**

7 **Failure To Provide Required Rest Periods**

8 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

13 114. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
14 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
15 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
16 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
17 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
18 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
19 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
20 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other
21 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
22 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
23 PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the
24 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
25 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
26 periods is evidenced by DEFENDANT's business records.

27 115. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
28 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members

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

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

7 **SIXTH CAUSE OF ACTION**

8 **Failure To Pay Wages When Due**

9 **(Cal. Lab. Code § 203)**

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

11 117. 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.

14 118. Cal. Lab. Code § 200 provides that:

15 As used in this article:

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

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

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

26 If an employee not having a written contract for a definite period quits his or her
27 employment, his or her wages shall become due and payable not later than 72 hours
28 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.

1 121. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
2 Members' employment contract.

3 122. Cal. Lab. Code § 203 provides:

4 If an employer willfully fails to pay, without abatement or reduction, in accordance with
5 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
6 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.

7 123. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
8 terminated, and DEFENDANT has not tendered payment of wages to these employees who
9 missed meal and rest breaks, as required by law.

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

15 **SEVENTH CAUSE OF ACTION**

16 **Failure To Provide Accurate Itemized Statements**

17 **(Cal. Lab. Code § 226)**

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

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

23 126. Cal. Labor Code § 226 provides that an employer must furnish employees with an
24 "accurate itemized" statement in writing showing:

25 a. Gross wages earned,

26 b. (2) total hours worked by the employee, except for any employee whose
27 compensation is solely based on a salary and who is exempt from payment of
28

overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,

- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

127. When DEFENDANT 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, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF 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.

128. In addition to the foregoing, DEFENDANT 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.

129. DEFENDANT 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).

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)

130. 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.

131. 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.

132. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their personal cell phones, personal vehicles and purchase of work uniforms all on behalf of and for the benefit of

1 DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were
2 required by DEFENDANT to use their personal cell phones, personal vehicles and purchase of
3 work uniforms to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's
4 uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA
5 CLASS members for expenses resulting from the use of their personal cell phones, personal
6 vehicles and purchase of work uniforms for DEFENDANT within the course and scope of their
7 employment for DEFENDANT. These expenses were necessary to complete their principal job
8 duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
9 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the
10 CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse
11 PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is
12 required to do under the laws and regulations of California.

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

17 **NINTH CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

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

20 **(Alleged by PLAINTIFF against all Defendants)**

21 134. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
22 herein, the prior paragraphs of this Complaint.

23 135. PAGA is a mechanism by which the State of California itself can enforce state
24 labor laws through the employee suing under the PAGA who does so as the proxy or agent of the
25 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
26 fundamentally a law enforcement action designed to protect the public and not to benefit private
27 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
28 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting

1 PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved
2 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
3 ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

4 136. PLAINTIFF, and such persons that may be added from time to time who satisfy
5 the requirements and exhaust the administrative procedures under the Private Attorney General
6 Act, bring this Representative Action on behalf of the State of California with respect to himself
7 and all employees who worked for Defendant in California during the time period of December
8 22, 2021 until the present (the "AGGRIEVED EMPLOYEES").

9 137. On December 22, 2022, PLAINTIFF gave written notice by certified mail to the
10 Labor and Workforce Development Agency (the "Agency") and the employer of the specific
11 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
12 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting
13 period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant
14 to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA
15 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
16 EMPLOYEES as herein defined.

17 138. The policies, acts and practices heretofore described were and are an unlawful
18 business act or practice because DEFENDANTS (a) failed to pay AGGRIEVED EMPLOYEES
19 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally
20 required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the correct
21 regular rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked, and (e)
22 failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor
23 Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5,
24 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
25 1197.14, 1198, 1198.5, 1199, 2802, 2804, and the applicable Industrial Wage Order(s), and
26 thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks
27 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
28

1 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
2 and the other AGGRIEVED EMPLOYEES.

3 **PRAYER FOR RELIEF**

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

6 1. On behalf of the CALIFORNIA CLASS:

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

17 2. On behalf of the CALIFORNIA CLASS:

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

CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226

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

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

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004;

4. On all claims:

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

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

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: February 28, 2023

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay

Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

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

DATED: February 28, 2023

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF