

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

Attorneys for Plaintiff NICHOLAS KALUZA

[Additional Counsel on Following Page]

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

08/16/2023 at 08:54:00 AM

Clerk of the Superior Court
By Katie Winburn, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

NICHOLAS KALUZA, an individual, on
behalf of himself and on behalf of all
persons similarly situated, and on behalf of
the State of California, as a private attorney
general,

Plaintiff,

v.

BOEING AEROSPACE OPERATIONS,
INC., a Delaware Corporation; and DOES
1-50, Inclusive,

DEFENDANT.

Case No: 37-2022-00004602-CU-OE-CTL

[Related Case 37-2022-00004879-CU-OE-CTL]

**FIRST AMENDED CONSOLIDATED
CLASS AND REPRESENTATIVE 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 CALIFORNIA LABOR CODE §2802.
- 9) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

10) VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT [LABOR CODE §§ 2698, et seq.]

DEMAND FOR A JURY TRIAL

ZAKAY LAW GROUP, APLC

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
norm@bamlawca.com
kyle@bamlawca.com
AJ@bamlawca.com

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

4 **THE PARTIES**

5 1. Defendant BOEING AEROSPACE OPERATIONS, INC. (“Defendant Boeing
6 Aerospace”) is a Delaware corporation that at all relevant times mentioned herein conducted and
7 continues to conduct substantial and regular business in the state of California.

8 2. DEFENDANT designs, manufactures and sells aircrafts and telecommunications
9 equipment in the State of California, including at the San Diego, California location where
10 PLAINTIFF worked.

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

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

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

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

12 7. PLAINTIFF was employed by DEFENDANT in California from April of 2021 to
13 January of 2022 and was at all times classified by DEFENDANT as a non-exempt employee, paid
14 on an hourly basis, and entitled to the legally required meal and rest periods and payment of
15 minimum and overtime wages due for all time worked.

16 8. 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 Defendant Boeing Aerospace in
18 California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time
19 during the period February 4, 2018 through the earlier of the date of an order approving
20 PLAINTIFF'S motion for preliminary approval, or August 1, 2023 (the "CLASS PERIOD"). The
21 amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under
22 five million dollars (\$5,000,000.00).

23 9. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
24 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
25 the CLASS PERIOD caused by DEFENDANT'S uniform policy and practice which failed to
26 lawfully compensate these employees. DEFENDANT'S uniform policy and practice alleged
27 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
28 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA

1 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
2 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
3 other members of the CALIFORNIA CLASS who have been economically injured by
4 DEFENDANT'S past and current unlawful conduct, and all other appropriate legal and equitable
5 relief.

6 10. DEFENDANT'S uniform policies and practices alleged herein were unlawful,
7 unfair and deceptive business practices whereby DEFENDANT retained and continues to retain
8 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

9 11. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an
10 injunction enjoining such conduct by DEFENDANT in the future, relief for the named
11 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically
12 injured by DEFENDANT'S past and current unlawful conduct, and all other appropriate legal and
13 equitable relief.

14 **JURISDICTION AND VENUE**

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

19 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
20 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
21 DEFENDANT (i) currently maintain and at all relevant times maintained offices and facilities in
22 this County and/or conduct substantial business in this County, and (ii) committed the wrongful
23 conduct herein alleged in this County against members of the CALIFORNIA CLASS.

24 **THE CONDUCT**

25 14. In violation of the applicable sections of the California Labor Code and the
26 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
27 matter of company policy, practice and procedure, intentionally, knowingly and systematically
28 failed to provide legally compliant meal and rest periods, failed to accurately compensate

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

14 **A. Meal Period Violations**

15 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
16 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
17 meaning the time during which an employee is subject to the control of an employer, including
18 all the time the employee is suffered or permitted to work. From time-to-time during the CLASS
19 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
20 without paying them for all the time they were under DEFENDANT'S control. Specifically, as a
21 result of PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing,
22 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be
23 PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work
24 assignments while clocked out for what should have been PLAINTIFF's off-duty meal break.
25 Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. More
26 specifically, from time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
27 required by DEFENDANT to work through their meal breaks in order to meet DEFENDANT'S
28 prescribed labor hours to perform all the tasks required of them by DEFENDANT. PLAINTIFF

1 and other CALIFORNIA CLASS Members were required to perform tasks such as, including but
2 not limited to, working flight lines, fixing aircrafts or assisting DEFENDANT'S supervisors with
3 various aircraft-related tasks. Additionally, PLAINTIFF and other CALIFORNIA CLASS
4 Members were required to perform as much work as possible and as quickly as possible in order
5 to meet DEFENDANT'S strict performance and production requirements. As a result, the
6 PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage and overtime
7 wages by regularly working without their time being accurately recorded and without
8 compensation at the applicable minimum wage and overtime rates. DEFENDANT'S uniform
9 policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all
10 time worked is evidenced by DEFENDANT'S business records.

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

26 **B. Rest Period Violations**

27 17. From time-to-time during the CLASS PERIOD, PLAINTIFF and other
28 CALIFORNIA CLASS members were also required from time to time to work in excess of four

(4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and DEFENDANT'S inadequate staffing. More specifically, from time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to work through their rest breaks in order to meet DEFENDANT'S prescribed labor hours to perform all the tasks required of them by DEFENDANT. PLAINTIFF and other CALIFORNIA CLASS Members were required to perform tasks such as, including but not limited to, working flight lines, fixing aircrafts or assisting DEFENDANT'S supervisors with various aircraft-related tasks. Additionally, PLAINTIFF and other CALIFORNIA CLASS Members were required to perform as much work as possible and as quickly as possible in order to meet DEFENDANT'S strict performance and production requirements. Further, for the same reasons 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 from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or on call. 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 and DEFENDANT'S inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their proper rest periods by DEFENDANT and DEFENDANT'S managers.

C. Unlawful Rounding Violations

18. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual time these employees worked each day, including overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being undercompensated for all of their time worked. As a result, DEFENDANT was able to and did in fact unlawfully, and unilaterally round the time recorded in DEFENDANT'S timekeeping system

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

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

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

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

25 21. State law provides that employees must be paid overtime at one-and-one-half times
26 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS members were
27 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
28 employee’s performance.

1 22. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
2 members’ compensation was DEFENDANT’S non-discretionary incentive program that paid
3 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
4 DEFENDANT. The non-discretionary bonus program provided all employees paid on an hourly
5 basis with bonus compensation when the employees met the various performance goals set by
6 DEFENDANT.

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

25 24. In violation of the applicable sections of the California Labor Code and the
26 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
27 matter of company policy, practice and procedure, intentionally and knowingly failed to
28 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate

1 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
2 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
3 of the correct overtime and double time compensation, meal and rest period premiums, and sick
4 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
5 unfair advantage over competitors who complied with the law. To the extent equitable tolling
6 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
7 CLASS PERIOD should be adjusted accordingly.

8 **E. Unreimbursed Business Expenses**

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

20 26. In the course of their employment, DEFENDANT required PLAINTIFF and other
21 CALIFORNIA CLASS Members to use their personal cell phones as a result of and in furtherance
22 of their job duties as employees for DEFENDANT. But for the use of their own personal cell
23 phones, PLAINTIFF and the CALIFORNIA CLASS Members could not complete their essential
24 job duties, including but not limited to, sending and receiving work-related communications from
25 DEFENDANT. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other
26 CALIFORNIA CLASS Members for their use of their personal cell phones. As a result, in the
27 course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA
28

1 CLASS Members incurred unreimbursed business expenses, but were not limited to, costs related
2 to the use of their personal cellular phones, all on behalf of and for the benefit of DEFENDANT.

3 **F. Wage Statement Violations**

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

12 28. From time to time during the CLASS PERIOD, when PLAINTIFF and other
13 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed
14 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
15 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate
16 wage statements which failed to show, among other things, the total hours worked and all
17 applicable hourly rates in effect during the pay period and the corresponding amount of time
18 worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest
19 periods. Further, from time to time, DEFENDANT included Paid Time Off ("PTO") and Holiday
20 hours into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),
21 notwithstanding the fact that PTO and Holiday hours are not considered hours worked.
22 DEFENDANT'S inclusion of PTO and Holiday hours into the total hours worked in itemized
23 wage statements issued to PLAINTIFF and other CALIFORNIA CLASS Members violates Cal.
24 Lab. Code § 226(a)(2).

25 29. In addition to the violations described above, DEFENDANT, from time to time,
26 failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements
27 that comply with Cal. Lab. Code § 226.
28

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

5 **G. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

6 31. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
7 required to pay PLAINTIFF and the CALIFORNIA CLASS Members for all their time worked,
8 meaning the time during which an employee is subject to the control of an employer, including all
9 the time the employee is suffered or permitted to work. From time to time, DEFENDANT required
10 PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time
11 they were under DEFENDANT'S control. Specifically, PLAINTIFF performed work before and
12 after the beginning of his shift, spending time under the DEFENDANT'S control for which he was
13 not compensated. More specifically, from time to time, PLAINTIFF and other CALIFORNIA
14 CLASS Members were required by DEFENDANT to perform work before and after the beginning
15 of their shifts in order to meet DEFENDANT'S prescribed labor hours to perform all the tasks
16 required of them by DEFENDANT. Additionally, since DEFENDANT required PLAINTIFF and
17 other CALIFORNIA CLASS Members to perform as much work as possible and as quickly as
18 possible in order to meet DEFENDANT'S strict performance and production requirements,
19 PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time, required to work
20 off-the-clock before and after their shifts in order to meet DEFENDANT'S strict requirements.

21 32. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited
22 minimum wage and overtime compensation by regularly working without their time being
23 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
24 DEFENDANT failed to pay PLAINTIFF and other members of the CALIFORNIA CLASS
25 necessary wages for attending for performing work at DEFENDANT'S direction, request and
26 benefit, while off-the clock. DEFENDANT'S uniform policy and practice not to pay PLAINTIFF
27 and other CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT'S
28 business records.

1 33. DEFENDANT directed and directly benefited from the uncompensated off-the-
2 clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

3 34. DEFENDANT controlled the work schedules, duties, protocols, applications,
4 assignments, and employment conditions of PLAINTIFF and the other members of the
5 CALIFORNIA CLASS.

6 35. DEFENDANT was able to track the amount of time PLAINTIFF and the other
7 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
8 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
9 wages earned and owed for all the work they performed, including pre-shift, post shift and during
10 meal period off-the-clock work.

11 36. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
12 exempt employees, subject to the requirements of the California Labor Code.

13 37. DEFENDANT’S policies and practices deprived PLAINTIFF and the other
14 members of the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages
15 owed for the off-the-clock work activities. Because PLAINTIFF and the other members of the
16 CALIFORNIA CLASS typically worked over 40 hours in a workweek, and more than eight (8)
17 hours per day, DEFENDANT’S policies and practices also deprived them of overtime pay.

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

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

25 **H. CLASS ACTION ALLEGATIONS**

26 40. PLAINTIFF brings the First through Eighth Causes of Action as a class action
27 pursuant to California Code of Civil Procedure § 382 on behalf of all persons who are or
28 previously were employed by Defendant Boeing Aerospace in California and classified as non-

1 exempt employees (“CALIFORNIA CLASS”) during the period February 4, 2018 through the
2 earlier of the date of an order approving PLAINTIFF’S motion for preliminary approval, or
3 August 1, 2023 (“CLASS PERIOD”).

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

11 42. The members of the class are so numerous that joinder of all class members is
12 impractical.

13 43. Common questions of law and fact regarding DEFENDANT’S conduct, including
14 but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failing to
15 provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure
16 to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least
17 minimum wage and overtime, exist as to all members of the class and predominate over any
18 questions affecting solely any individual members of the class. Among the questions of law and
19 fact common to the class are:

- 20 i. Whether DEFENDANT maintained legally compliant meal period policies and
21 practices;
 - 22 ii. Whether DEFENDANT maintained legally compliant rest period policies and
23 practices;
 - 24 iii. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
25 Members accurate premium payments for missed meal and rest periods;
 - 26 iv. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
27 Members accurate overtime wages;
- 28

- 1 v. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
2 Members at least minimum wage for all hours worked;
- 3 vi. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
4 CLASS Members for required business expenses;
- 5 vii. Whether DEFENDANT issued legally compliant wage statements;
- 6 viii. Whether DEFENDANT committed an act of unfair competition by systematically
7 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
8 CLASS for all time worked;
- 9 ix. Whether DEFENDANT committed an act of unfair competition by systematically
10 failing to record all meal and rest breaks missed by PLAINTIFF and other
11 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
12 of this work, required employees to perform this work and permits or suffers to
13 permit this work;
- 14 x. Whether DEFENDANT committed an act of unfair competition in violation of the
15 UCL, by failing to provide the PLAINTIFF and the other members of the
16 CALIFORNIA CLASS with the legally required meal and rest periods.
- 17 44. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as
18 a result of DEFENDANT’S conduct and actions alleged herein.
- 19 45. PLAINTIFF’s claims are typical of the claims of the class, and PLAINTIFF has
20 the same interests as the other members of the class.
- 21 46. PLAINTIFF will fairly and adequately represent and protect the interests of the
22 CALIFORNIA CLASS Members.
- 23 47. PLAINTIFF retained able class counsel with extensive experience in class action
24 litigation.
- 25 48. Further, PLAINTIFF’s interests are coincident with, and not antagonistic to, the
26 interests of the other CALIFORNIA CLASS Members.
- 27 49. There is a strong community of interest among PLAINTIFF and the members of
28 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are

1 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
2 sustained.

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

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

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

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

24 **FIRST CAUSE OF ACTION**

25 **Unlawful Business Practices**

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

27 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANT)**

28

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

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

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

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

14 56. By the conduct alleged herein, DEFENDANT have engaged and continues to
15 engage in a business practice which violates California law, including but not limited to, the
16 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
17 including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,
18 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
19 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
20 constitute unfair competition, including restitution of wages wrongfully withheld.

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

27 58. By the conduct alleged herein, DEFENDANT’S practices were deceptive and
28 fraudulent in that DEFENDANT’S uniform policy and practice failed to provide the legally

1 mandated meal and rest periods and the required amount of compensation for missed meal and
2 rest periods and, due to a systematic business practice that cannot be justified, pursuant to the
3 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
4 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief,
5 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

6 59. By the conduct alleged herein, DEFENDANT’S practices were also unlawful,
7 unfair and deceptive in that DEFENDANT’S employment practices caused PLAINTIFF and the
8 other members of the CALIFORNIA CLASS to be underpaid during their employment with
9 DEFENDANT.

10 60. By the conduct alleged herein, DEFENDANT’S practices were also unfair and
11 deceptive in that DEFENDANT’S uniform policies, practices and procedures failed to provide
12 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members
13 as required by Cal. Lab. Code §§ 226.7 and 512.

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

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

22 63. By and through the unlawful and unfair business practices described herein,
23 DEFENDANT have obtained valuable property, money and services from PLAINTIFF and the
24 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
25 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
26 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
27 to unfairly compete against competitors who comply with the law.
28

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

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

66. 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 DEFENDANT from engaging in any unlawful and unfair business practices in the future.

67. 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 DEFENDANT 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 DEFENDANT)

68. 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.

1 69. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
2 for DEFENDANT’S willful and intentional violations of the California Labor Code and the
3 Industrial Welfare Commission requirements for DEFENDANT’S failure to accurately calculate
4 and pay minimum wages to PLAINTIFF and the CALIFORNIA CLASS Members.

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

7 71. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
8 commission is the minimum wage to be paid to employees, and the payment of a lesser wage than
9 the minimum so fixed is unlawful.

10 72. Cal. Lab. Code § 1194 establishes an employee’s right to recover unpaid wages,
11 including minimum wage compensation and interest thereon, together with the costs of suit.

12 73. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
13 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
14 worked. As set forth herein, DEFENDANT’S uniform policy and practice was to unlawfully and
15 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
16 CALIFORNIA CLASS.

17 74. DEFENDANT’S uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
19 implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF
20 and the other members of the CALIFORNIA CLASS in regards to minimum wage pay.

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

1 76. As a direct result of DEFENDANT’S unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 minimum wage compensation for their time worked for DEFENDANT.

4 77. During the CLASS PERIOD, PLAINTIFF and the other members of the
5 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
6 failure to pay all earned wages.

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

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

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

27 81. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
28 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the

1 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
2 California Labor Code and/or other applicable statutes. To the extent minimum wage
3 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
4 terminated their employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or
5 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
6 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
7 Members. DEFENDANT'S conduct as alleged herein was willful, intentional and not in good
8 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
9 recover statutory costs.

10 **THIRD CAUSE OF ACTION**

11 **Failure To Pay Overtime Compensation**

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

13 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANT)**

14 82. 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 83. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
18 for DEFENDANT'S willful and intentional violations of the California Labor Code and the
19 Industrial Welfare Commission requirements for DEFENDANT'S failure to pay these employees
20 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
21 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

24 85. Cal. Lab. Code § 510 further provides that employees in California shall not be
25 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
26 unless they receive additional compensation beyond their regular wages in amounts specified by
27 law.

1 86. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
2 including minimum wage and overtime compensation and interest thereon, together with the costs
3 of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
4 than those fixed by the Industrial Welfare Commission is unlawful.

5 87. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
6 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
7 they worked, including overtime work.

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

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

21 90. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
22 the PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full
23 compensation for overtime worked.

24 91. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
25 from the overtime requirements of the law. None of these exemptions are applicable to the
26 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
27 other members of the CALIFORNIA CLASS were not subject to a valid collective bargaining
28 agreement that would preclude the causes of action contained herein this Complaint. Rather,

1 PLAINTIFF brings this Action on behalf of himself and the CALIFORNIA CLASS based on
2 DEFENDANT'S violations of non- negotiable, non-waivable rights provided by the State of
3 California.

4 92. During the CLASS PERIOD, PLAINTIFF and the other members of the
5 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
6 constituting a failure to pay all earned wages.

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

13 94. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for all
15 overtime worked by these employees, PLAINTIFF and the other members of the CALIFORNIA
16 CLASS have suffered and will continue to suffer an economic injury in amounts which are
17 presently unknown to them, and which will be ascertained according to proof at trial.

18 95. DEFENDANT knew or should have known that PLAINTIFF and the other
19 members of the CALIFORNIA CLASS were under compensated for all overtime worked.
20 DEFENDANT systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
22 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
23 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

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

1 or the consequences to them, and with the despicable intent of depriving them of their property
2 and legal rights, and otherwise causing them injury in order to increase company profits at the
3 expense of these employees.

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

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 **FOURTH CAUSE OF ACTION**

22 **Failure To Provide Required Meal Periods**

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

24 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANT)**

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

1 99. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
2 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
3 required by the applicable Wage Order and Labor Code. The nature of the work performed by
4 PLAINTIFF and CALIFORNIA CLASS MEMBERS did not prevent these employees from being
5 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
6 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
7 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT'S
8 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
9 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT'S business
10 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
11 Members with a second off-duty meal period in some workdays in which these employees were
12 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
13 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
14 and in accordance with DEFENDANT'S strict corporate policy and practice.

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

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

23 **FIFTH CAUSE OF ACTION**

24 **Failure To Provide Required Rest Periods**

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

26 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANT)**
27
28

102. 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.

103. 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 DEFENDANT and DEFENDANT'S managers. As a result, DEFENDANT'S failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANT'S business records.

104. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest 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 rest period was not provided.

105. 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.

SIXTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code §§ 226)

(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANT)

106. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and

1 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
2 Complaint.

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

- 5 i. Gross wages earned,
- 6 ii. (2) total hours worked by the employee, except for any employee whose
7 compensation is solely based on a salary and who is exempt from payment
8 of overtime under subdivision (a) of Section 515 or any applicable order of
9 the Industrial Welfare Commission,
- 10 iii. the number of piecerate units earned and any applicable piece rate if the employee
11 is paid on a piece-rate basis,
- 12 iv. all deductions, provided that all deductions made on written orders of the employee
13 may be aggregated and shown as one item,
- 14 v. net wages earned,
- 15 vi. the inclusive dates of the period for which the employee is paid,
- 16 vii. the name of the employee and his or her social security number, except that by
17 January 1, 2008, only the last four digits of his or her social security number of an
18 employee identification number other than social security number may be shown
19 on the itemized statement,
- 20 viii. the name and address of the legal entity that is the employer, and
- 21 ix. all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee.

23 108. During the CLASS PERIOD, when PLAINTIFF and other CALIFORNIA
24 CLASS Members missed meal and rest breaks, or were paid inaccurate missed meal and rest
25 period premiums, or were not paid for all hours worked, DEFENDANT also failed to provide
26 PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage
27 statements which failed to show, among other things, the total hours worked and all applicable
28 hourly rates in effect during the pay period and the corresponding amount of time worked at each

1 hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods. Further,
2 from time to time, DEFENDANT included Paid Time Off (“PTO”) and Holiday hours into the
3 computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2), notwithstanding
4 the fact that PTO and Holiday hours are not considered hours worked. DEFENDANT’S inclusion
5 of PTO and Holiday hours into the total hours worked in itemized wage statements issued to
6 PLAINTIFF and other CALIFORNIA CLASS Members violates Cal. Lab. Code § 226(a)(2). As
7 such, the wage statements issued to PLAINTIFF and members of the CALIFORNIA CLASS
8 violated Cal. Lab. Code § 226(a)(2). In addition to the foregoing, DEFENDANT failed to provide
9 itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that
10 complied with the requirements of California Labor Code Section 226.

11 109. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
12 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
13 CLASS. These damages include, but are not limited to, costs expended calculating the correct
14 wages for all missed meal and rest breaks and the amount of employment taxes which were not
15 properly paid to state and federal tax authorities. These damages are difficult to estimate.
16 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
17 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
18 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
19 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
20 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
21 of the CALIFORNIA CLASS herein).

22 **SEVENTH CAUSE OF ACTION**

23 **Failure To Pay Wages When Due**

24 **(Cal. Lab. Code §§ 203)**

25 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANT)**

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

111. 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.

112. 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."

113. 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.

114. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members' employment contract.

115. 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

1 the same rate until paid or until an action therefor is commenced; but the wages shall not
2 continue for more than 30 days.

3 116. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
4 terminated, and DEFENDANT have not tendered payment of wages to these employees who were
5 underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as
6 required by law.

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

12 **EIGHTH CAUSE OF ACTION**

13 **Failure To Reimburse Employees For Required Expenses**

14 **(Cal. Lab. Code §§ 2802)**

15 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANT)**

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

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

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

24 120. From time-to-time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
25 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
26 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
27 DEFENDANT'S benefit. DEFENDANT failed to reimburse PLAINTIFF and the members of
28 the CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to

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

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

17 18 **NINTH CAUSE OF ACTION**

19 **Wrongful Termination in Violation of Public Policy**

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

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

23 123. Subsequent to PLAINTIFF's participation in protective activity by complaining to
24 DEFENDANT of DEFENDANT'S unlawful employment practices, DEFENDANT subjected
25 PLAINTIFF to adverse employment actions by retaliating against PLAINTIFF. Specifically,
26 after PLAINTIFF complained to his supervisor(s) of DEFENDANT'S unlawful employment
27 practices, DEFENDANT began to. As a result, there is a causal link between the protected
28 activity and DEFENDANT'S decision to retaliate against PLAINTIFF, which is against public

1 policy. Specifically, as to PLAINTIFF, DEFENDANT encouraged PLAINTIFF to clock out for
2 the day and work an extra 30 minutes off the clock “like the rest of crew.” As such, PLAINTIFF
3 complained to DEFENDANT about the management team requiring that PLAINTIFF clock out
4 at the end of 8 hours but requiring PLAINTIFF to work off-the-clock. As a direct consequence of
5 PLAINTIFF’s complaints to DEFENDANT, DEFENDANT retaliated against PLAINTIFF by
6 bullying and insulting PLAINTIFF for reporting the off-the-clock work and refusing to engage in
7 illegal activity. Specifically, DEFENDANT began to scrutinize PLAINTIFF’s work including
8 but not limited to verbally reprimanding him for following the direction of other managers or for
9 performing his job duties. In addition, PLAINTIFF’s lunch, which was being stored in
10 DEFENDANT’s refrigerator, was intentionally contaminated and on two separate occasions
11 PLAINTIFF’s locker and drink was vandalized with an unknown blue liquid and foam.
12 PLAINTIFF raised complaints of illegality while he worked for DEFENDANT and was believed
13 to be willing to raise complaints, and DEFENDANT retaliated against him by taking adverse
14 employment actions, including constructively discharging him.

15 124. As a proximate result of DEFENDANT’S willful, knowing, and intentional
16 conduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and
17 mental and physical pain and anguish, in a sum according to proof.

18 125. As a result of the DEFENDANT’S adverse employment actions against
19 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to proof.

20 126. DEFENDANT’S misconduct was committed intentionally, in a malicious,
21 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against
22 DEFENDANT.

23 **TENTH CAUSE OF ACTION**

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

25 **[Cal. Lab. Code §§ 2698 et seq.]**

26 **(Alleged by PLAINTIFF against all DEFENDANT)**

27 127. PLAINTIFF realleges and incorporate by this reference, as though fully set forth
28 herein, the prior paragraphs of this Complaint.

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

10 129. PLAINTIFF, and such persons that may be added from time to time who satisfy
11 the requirements and exhaust the administrative procedures under the Private Attorney General
12 Act, bring this Representative Action on behalf of the State of California with respect to herself
13 and all individuals who are or previously were employed by DEFENDANT as non-exempt
14 employees in California during the time period of December 3, 2020 until the present (the
15 "AGGRIEVED EMPLOYEES").

16 130. On December 3, 2021, PLAINTIFF gave written notice by certified mail to the
17 Labor and Workforce Development Agency (the "Agency") and the employer of the
18 specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3.
19 See Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting
20 period for PLAINTIFF to add these allegations to the Complaint has expired. As a result,
21 pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under
22 PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all
23 AGGRIEVED EMPLOYEES as herein defined.

24 131. The policies, acts and practices heretofore described were and are an unlawful
25 business act or practice because DEFENDANT (a) failed to pay PLAINTIFF and other
26 AGGRIEVED EMPLOYEES minimum wages and overtime wages, (b) failed to provide
27 PLAINTIFF and other AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c)
28 failed to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all time worked, (d)

1 failed to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for off-the-clock work,
2 (e) failed to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES meal rest premiums
3 at the regular rate, (f) failed to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES
4 for business expenses, and (e) failed to provide accurate itemized wage statements, all in violation
5 of the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to
6 Labor Code §§ 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1198
7 1198.5 & 2802, and the applicable Industrial Wage Order(s), and thereby gives rise to statutory
8 penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as
9 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the
10 State of California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
11 EMPLOYEES.

12 132. Some or all of the conduct and violations alleged herein occurred during the PAGA
13 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
14 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
15 affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30
16 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App.
17 5th 745, 751 [“PAGA allows an “aggrieved employee”—a person affected by at least one Labor
18 Code violation committed by an employer—to pursue penalties for all the Labor Code violations
19 committed by that employer.”], Emphasis added, reh'g denied (June 13, 2018).)

20 **PRAYER FOR RELIEF**

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

23 1. On behalf of the CALIFORNIA CLASS:

- 24 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
25 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
26 b. An order temporarily, preliminarily and permanently enjoining and restraining
27 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
28 c. An order requiring DEFENDANT to pay all overtime wages and all sums

unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and

d. Restitutionary disgorgement of DEFENDANT’S ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT’S violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation and separately owed rest periods, due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;

c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in 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.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004.

4. On all claims:

- 1 a. An award of interest, including prejudgment interest at the legal rate;
2 b. Such other and further relief as the Court deems just and equitable; and
3 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
4

5 DATED: August 16, 2023

6 **ZAKAY LAW GROUP, APLC**

7 By: 
8 Shani O. Zakay
9 Attorney for PLAINTIFF

10 **DEMAND FOR A JURY TRIAL**

11 PLAINTIFF demands a jury trial on issues triable to a jury.
12

13 DATED: August 16, 2023

14 **ZAKAY LAW GROUP, APLC**

15 By: 
16 Shani O. Zakay
17 Attorney for PLAINTIFF
18
19
20
21
22
23
24
25
26
27
28