

SUMMONS

(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

INTERFAITH COMMUNITY SERVICES, INC., a California corporation; and DOES 1-50, Inclusive,

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

2/18/2025 7:24:03 AM

Clerk of the Superior Court
By M. Reyes, Deputy Clerk

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

ROLAND BRYANT, on behalf of the State of California in his representative capacity as a private attorney general,

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:

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

Hall of Justice Courthouse - 330 West Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso):

25CU008410C

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

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

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

DATE: February 18, 2025
(Fecha)

Clerk, by M. Reyes, Deputy
(Secretario) (Adjunto)

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

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

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ 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):

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By M. Reyes ,Deputy Clerk

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROLAND BRYANT, on behalf of the State of
California in his representative capacity as a
private attorney general,

Plaintiff,

v.

INTERFAITH COMMUNITY SERVICES,
INC., a California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No: 25CU008410C

REPRESENTATIVE ACTION
COMPLAINT FOR:

- 1) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ.

1 PLAINTIFF ROLAND BRYANT ("PLAINTIFF") on behalf of the people of the State of
2 California, and as an "aggrieved employee" acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* ("PAGA") only, alleges on information
4 and belief, except for his own acts and knowledge which are based on personal knowledge, the
5 following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against INTERFAITH COMMUNITY SERVICES,
8 INC., ("DEFENDANT" seeking only to recover PAGA civil penalties on behalf of all current and
9 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
10 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
11 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
12 underlying general and/or special damages for those violations, but simply the civil penalties
13 permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action on
15 behalf of others for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT'S
17 violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any
18 other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be
19 constructed as attempting to obtain any relief that would not be available in a PAGA- only action.

20 4. PLAINTIFF is not suing in his individual capacity; he is proceeding herein solely
21 under PAGA, on behalf of the State of California for all aggrieved employees, including himself
22 and other aggrieved employees. Nothing in this complaint should be construed as PLAINTIFF
23 suing his individual capacity

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

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6. DEFENDANT’S systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

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

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

THE PARTIES

8. Defendant INTERFAITH COMMUNITY SERVICES, INC., (“DEFENDANT”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. DEFENDANT was the employer of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed work for.

10. DEFENDANT operates a nonprofit organization that provides tools and resources to low-income and homeless individuals in the state of California, including the county of San Diego, where PLAINTIFF worked.

11. PLAINTIFF was employed by DEFENDANT in California from December of 2019 to March of 2024, paid an hourly wage, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

12. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General

1 Act, brings this Representative Action on behalf of the State of California with respect to himself
2 and all individuals who are or previously were employed by DEFENDANT in California and
3 classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period of
4 December 13, 2023, and the present (“PAGA Period”).

5 13. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
6 Code § 2699(c) because he was employed by DEFENDANT and personally suffered each of the
7 alleged Labor Code violations committed by DEFENDANT.

8 14. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant
9 times were, employees of DEFENDANT, within the meanings set forth in the California Labor
10 Code and the applicable Industrial Welfare Commission Wage Order.

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

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

24 17. DEFENDANTS were PLAINTIFF’S employer 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.

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1 extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
2 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

3 **A. Meal Period Violations**

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

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

1 EMPLOYEES were, from time to time, required to remain on duty and on call. Further,
2 DEFENDANT required PLAINTIFF and other AGGRIEVED EMPLOYEES to maintain
3 cordless communication devices on them during meal periods in order to receive and respond to
4 work-related communications DEFENDANT's failure to provide PLAINTIFF and the
5 AGGRIEVED EMPLOYEES Members with legally required meal breaks is evidenced by
6 DEFENDANT's business records. PLAINTIFF and AGGRIEVED EMPLOYEES therefore
7 forfeit meal breaks without additional compensation and in accordance with DEFENDANT's
8 strict corporate policy and practice.

9 **B. Rest Period Violations**

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

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1 **C. Unreimbursed Business Expenses**

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

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

25 **D. Wage Statement Violations**

26 26. California Labor Code Section 226 requires an employer to furnish its employees
27 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
28 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,

1 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of the employee's social security number or an
3 employee identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee.

6 27. From time to time during the PAGA PERIOD, when PLAINTIFF and other
7 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed
8 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
9 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage
10 statements which failed to show, among other things, all deductions, the total hours worked and
11 all applicable hourly rates in effect during the pay period, and the corresponding amount of time
12 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
13 periods.

14 28. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
15 PLAINTIFF and the AGGRIEVED EMPLOYEES Members with wage statements that comply
16 with Cal. Lab. Code § 226(a)(1)-(9).

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

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

22 30. During the PAGA PERIOD, from time-to-time DEFENDANT failed and
23 continues to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours
24 worked.

25 31. During the PAGA PERIOD, from time-to-time DEFENDANT required
26 PLAINTIFF and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including
27 but not limited to, talking to clients and completing incident reports. This resulted in PLAINTIFF
28 and AGGRIEVED EMPLOYEES to have to work while off-the-clock.

1 32. DEFENDANT directed and directly benefited from the undercompensated off-the-
2 clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

3 33. DEFENDANT controlled the work schedules, duties, and protocols, applications,
4 assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

5 34. DEFENDANT was able to track the amount of time PLAINTIFF and
6 AGGRIEVED EMPLOYEES spent working; however, DEFENDANT failed to document, track,
7 or pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all the work
8 they performed.

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

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

16 37. DEFENDANT knew or should have known that PLAINTIFF and AGGRIEVED
17 EMPLOYEES' off-the-clock work was compensable under the law.

18 38. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to
19 them for all hours worked at DEFENDANT's direction, control, and benefit for the time spent
20 working while off-the-clock, including but not limited to, time spent talking to customers and
21 completing incident reports. DEFENDANT's uniform policy and practice to not pay PLAINTIFF
22 and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law
23 is evidenced by DEFENDANT's business records.

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

26 39. From time to time during the PAGA PERIOD, DEFENDANT failed and continues
27 to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES
28 for their overtime and double time hours worked, meal and rest period premiums, and redeemed

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

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

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

18 42. From-time-to-time, when calculating the regular rate of pay, in those pay periods
19 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double time, paid
20 meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary
21 bonus, DEFENDANT failed to accurately include the non-discretionary bonus compensation as
22 part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all
23 non-overtime hours worked. Management and supervisors described the incentive/bonus program
24 to potential and new employees as part of the compensation package. As a matter of law, the
25 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
26 included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment
27 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay
28 to PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANT. Specifically, California

1 Labor Code Section 246 mandates that paid sick time for non-employees shall be calculated in the
2 same manner as the regular rate of pay for the workweek in which the non-exempt employee uses
3 paid sick time, whether or not the employee actually works overtime in that workweek.
4 DEFENDANT’S conduct, as articulated herein, by failing to include the incentive compensation as
5 part of the “regular rate of pay” for purposes of sick pay compensation was in violation of Cal. Lab.
6 Code § 246 the underpayment of which is recoverable under Cal. Labor Code Sections 201, 202,
7 203 and/or 204.

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

19 **G. Sick Pay Violations**

20 44. Cal. Labor Code Section 246 (a)(1) mandates that “An employee who, on or after
21 July 1, 2015, works in California for the same employer for 30 or more days within a year from
22 the commencement of employment is entitled to paid sick days as specified in this section.”
23 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
24 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF
25 and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave.

26 45. California Labor Code Section 246(i) requires an employer to furnish its
27 employees with written wage statements setting forth the amount of paid sick leave available.
28 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF

1 and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick
2 leave available.

3 **H. Violations for Untimely Payment of Wages**

4 46. Pursuant to California Labor Code section 204, PLAINTIFF and the
5 AGGRIEVED EMPLOYEES members were entitled to timely payment of wages during their
6 employment. PLAINTIFF and the AGGRIEVED EMPLOYEES members, from time to time, did
7 not receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
8 meal period premium wages, and rest period premium wages within permissible time period.

9 47. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the
10 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to
11 Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall become
12 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
13 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
14 wages at the time of quitting.” PLAINTIFF and the AGGRIEVED EMPLOYEES were, from time
15 to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at
16 the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202. Further, DEFENDANT’s
17 violations are willful and intentional, were not isolated due to an unintentional payroll error due
18 to clerical or inadvertent mistake.

19 48. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
20 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose
21 employment ended during the PAGA PERIOD.

22 **I. Unlawful Deductions**

23 49. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFF
24 and AGGRIEVED EMPLOYEES’ pay without explanations and without authorization to do so
25 or notice to PLAINTIFF and the AGGRIEVED EMPLOYEES Members. As a result,
26 DEFENDANT violated Labor Code § 221.

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1 **J. Unlawful Rounding Practices**

2 50. During the PAGA Period, DEFENDANT did not have in place an immutable
3 timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED
4 EMPLOYEES for the actual time these employees worked each day, including overtime hours.
5 Specifically, DEFENDANT had in place an unlawful rounding policy and practice that resulted
6 in PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated for all of their time
7 worked. As a result, DEFENDANT was able to and did in fact unlawfully, and unilaterally round
8 the time recorded in DEFENDANT’S timekeeping system for PLAINTIFF and AGGRIEVED
9 EMPLOYEES in order to avoid paying these employees for all their time worked, including the
10 applicable overtime compensation for overtime worked. As a result, PLAINTIFF and other
11 AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked
12 by working without their time being accurately recorded and without compensation at the
13 applicable overtime rates.

14 51. Further, the mutability of DEFENDANT’S timekeeping system and unlawful
15 rounding policy and practice resulted in PLAINTIFF and AGGRIEVED EMPLOYEES’ time
16 being inaccurately recorded. As a result, from time to time, DEFENDANT’S unlawful rounding
17 policy and practice caused PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as
18 ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-
19 duty meal break.

20 **K. Timekeeping Manipulation**

21 52. During the PAGA PERIOD, DEFENDANT, from time-to-time, did not have an
22 immutable timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED
23 EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each
24 day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result,
25 DEFENDANT was able to and did in fact, unlawfully, and unilaterally alter the time recorded in
26 DEFENDANT’S timekeeping system for PLAINTIFF and AGGRIEVED EMPLOYEES in order
27 to avoid paying these employees for all hours worked, applicable overtime compensation,
28 applicable sick pay, missed meal breaks and missed rest break.

1 53. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from time-to-time,
2 forfeited time worked by working without their time being accurately recorded and without
3 compensation at the applicable pay rates.

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

11 55. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due
12 them for all hours worked at DEFENDANT'S direction, control and benefit for the time the
13 timekeeping system was inoperable. DEFENDANT'S uniform policy and practice to not pay
14 PLAINTIFF and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
15 applicable law is evidenced by DEFENDANT'S business records.

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

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

6 **FIRST CAUSE OF ACTION**

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

8 **(Cal. Lab. Code §§2698 et seq.)**

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

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

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

22 59. At all relevant times, for the reasons described herein, and others, PLAINTIFF and
23 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANT within the
24 meaning of Labor Code Section 2699(c).

25 60. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE,
26 like PLAINTIFF, on behalf of himself and other current or former employees, to bring a civil
27 action to recover civil penalties pursuant to the procedures specified in Labor Code Section
28 2699.3

1 61. PLAINTIFF complied with the procedures for bringing suit specified in Labor
2 Code Section 2699.3. By certified letter, return receipt requested, dated December 13, 2024,
3 PLAINTIFF gave written notice to the Labor and Workforce Development Agency (“LWDA”)
4 and to DEFENDANT of the specific provisions of the Labor Code alleged to have been violated,
5 including the facts and theories to support the alleged violations. See **Exhibit #1**.

6 62. As of the date of this complaint, more than sixty-five (65) days after serving the
7 LWDA with notice of DEFENDANT’S violations, the LWDA has not provided any notice by
8 certified mail of its intent to investigate the DEFENDANT’S alleged violations as mandated by
9 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
10 2699.3(a)(2)A, PLAINTIFF may commence and is authorized to pursue this cause of action.

11 63. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
12 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANT’S violations of
13 Labor Code Section 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
14 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and
15 2804 in the following amounts:

16 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)
17 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code
18 Section 2699(f)];

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

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

27 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
28 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED

1 EMPLOYEE for the initial violation and hundred dollars (\$100) for each
2 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
3 per Labor Code Section 558];

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

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

12 64. For all provisions of the Labor Code for which civil penalty is not specifically
13 provided, Labor Code § 2699(f) imposes upon Defendant a penalty of up to two hundred dollars
14 (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the AGGRIEVED
15 EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with
16 their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

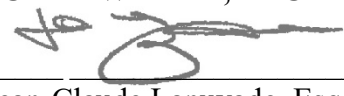
19 1. For reasonable attorney's fees and costs of suit to the extent permitted by law,
20 including pursuant to Labor Code § 2699, *et seq.*;

21 2. For civil penalties to the extent permitted bylaw pursuant to the Labor Code under
22 the Private Attorneys General Act; and

23 3. For such other relief as the Court deems just and proper.

24 DATED: February 18, 2025

25 **JCL LAW FIRM, APC**

26 By: 

27 Jean-Claude Lapuyade, Esq.
28 Attorney for PLAINTIFF