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FILED
 Superior Court of California
 County of Los Angeles

06/16/2023

David W. Slayton, Executive Officer / Clerk of Court

By: B. Chavez Deputy

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JOSE LUIS VELASQUEZ, on behalf of all
 others similarly aggrieved,

PLAINTIFFS,

vs. WATER DAMAGE RESCUE, INC., a
 California corporation, ORI LAZAROVITS,
 an individual, and DOES 1 through 10,
 inclusive,

Defendants.

CASE NO. 21STCV46033

**[PROPOSED] FIRST AMENDED CLASS
 ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE 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) FAILURE TO PROVIDE PERSONNEL FILES IN VIOLATION OF CAL. LAB. CODE § 1198.5;
- 10) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.

JURY TRIAL DEMANDED

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1 PLAINTIFFs JOSE LUIS VELASQUEZ and MARVIN GLENN HOLLOWAY
2 (“PLAINTIFFS”), as individuals on behalf of themselves, and on behalf of all other similarly
3 situated current and former employees, allege on information and belief, except for their own acts
4 and knowledge which are based on personal knowledge, the following:

5 **THE PARTIES**

6 1. Defendant WATER DAMAGE RESCUE, INC. (“DEFENDANT”) is a
7 California corporation that at all relevant times mentioned herein conducted and continues to
8 conduct substantial and regular business in the state of California, owns, operates, and/or
9 manages water damage mitigation services throughout the county of Sacramento.

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

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

28 4. DEFENDANTS were PLAINTIFFS’ employers or persons acting on behalf of
PLAINTIFFS’ employer, within the meaning of California Labor Code § 558, who violated or

1 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any
2 provision regulating hours and days of work in any order of the Industrial Welfare Commission
3 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor
4 Code § 558, at all relevant times.

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

10 6. PLAINTIFF HOLLOWAY was employed by DEFENDANT as a lead water
11 technician in California from August of 2021 to October of 2021 and at all times has been
12 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to
13 the legally required meal and rest periods and payment of minimum and overtime wages due for
14 all time worked.

15 7. PLAINTIFF VELASQUEZ was employed by DEFENDANT from
16 approximately November 2020 to September 2021 performing water, fire, smoke, mold, and
17 contents mitigation and remediation services. He was paid on an hourly basis and entitled to all
18 legally required meal and rest periods, payment of minimum and overtime wages for all hours
19 worked, and reimbursement of reasonable and necessary business expenses.

20 8. PLAINTIFFS bring this Class Action on behalf of themselves and a California
21 class, defined as all persons who are or previously were employed by DEFENDANT in
22 California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time
23 during the period beginning four (4) years prior to the filing of the initial Complaint and ending
24 on the date as determined by the Court (the "CLASS PERIOD"). The amount in controversy
25 for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
26 (\$5,000,000.00).

27 9. PLAINTIFFS bring this Class Action on behalf of themselves and a
28 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their
losses incurred during the CLASS PERIOD caused by DEFENDANT's uniform policies and

1 practices that failed to lawfully compensate these employees. DEFENDANT's uniform
2 policies and practices alleged herein were an unlawful, unfair and deceptive business practice
3 whereby DEFENDANT retained and continues to retain wages due PLAINTIFFS and the
4 other members of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the
5 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
6 future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA
7 CLASS who have been economically injured by DEFENDANT's past and current unlawful
8 conduct, and all other appropriate legal and equitable relief.

9 10. DEFENDANT's uniform policies and practices alleged herein were unlawful,
10 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain
11 wages due PLAINTIFFS and the other members of the CALIFORNIA CLASS.

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

17 **JURISDICTION AND VENUE**

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

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

27 **THE CONDUCT**

28 14. In violation of the applicable sections of the California Labor Code and the

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

18 **A. Meal Period Violations**

19 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
20 was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time
21 worked, meaning the time during which an employee is subject to the control of an employer,
22 including all the time the employee is suffered or permitted to work. From time-to-time during
23 the CLASS PERIOD, DEFENDANT required PLAINTIFFS and CALIFORNIA CLASS
24 Members to work without paying them for all the time they were under DEFENDANT's
25 control. Specifically, as a result of PLAINTIFFS' demanding work requirements and
26 DEFENDANT'S understaffing, DEFENDANT required PLAINTIFFS to work during what
27 was supposed to be PLAINTIFFS' off-duty meal break. Indeed, there were many days where
28 PLAINTIFFS did not even receive a partial lunch. As a result, from time to time, the

1 PLAINTIFFS and other CALIFORNIA CLASS Members forfeited minimum wage and
2 overtime wages by regularly working without their time being accurately recorded and without
3 compensation at the applicable minimum wage and overtime rates. DEFENDANT's uniform
4 policy and practice not to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all
5 time worked is evidenced by DEFENDANT's business records.

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

25 **B. Rest Period Violations**

26 17. From time-to-time during the CLASS PERIOD, PLAINTIFFS and other
27 CALIFORNIA CLASS members were also required from time to time to work in excess of four
28 (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work

1 requirements and DEFENDANT's inadequate staffing. Further, for the same reasons these
2 employees were denied their first rest periods of at least ten (10) minutes for some shifts
3 worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at
4 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time
5 to time, and a first, second and third rest period of at least ten (10) minutes for some shifts
6 worked of ten (10) hours or more from time to time. Further, from time to time, when they
7 were provided with rest periods, PLAINTIFFS and other CALIFORNIA CLASS Members
8 were required to remain on duty, on call, on the premises, and/or to carry cordless
9 communication devices and respond to communications received on said devices during what
10 was supposed to be their off-duty rest periods. PLAINTIFFS and other CALIFORNIA CLASS
11 Members were also not provided with one-hour wages *in lieu* thereof. As a result of their
12 rigorous work schedules and DEFENDANT's inadequate staffing, PLAINTIFFS and other
13 CALIFORNIA CLASS Members were from time to time denied their proper rest periods by
14 DEFENDANT and DEFENDANT's managers.

15 **C. Unreimbursed Business Expenses**

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

27 19. In the course of their employment, DEFENDANT required PLAINTIFFS and
28 other CALIFORNIA CLASS Members to use their personal cell phones and incur personal

1 expenses to maintain their work uniforms as a result of and in furtherance of their job duties as
2 employees for DEFENDANT. But for the use of their own personal cell phones and personal
3 expenses for the maintenance of their uniforms, PLAINTIFFS and the CALIFORNIA CLASS
4 Members could not complete their essential job duties. However, DEFENDANT unlawfully
5 failed to reimburse PLAINTIFFS and other CALIFORNIA CLASS Members for their use of
6 their personal cell phones and maintenance of their uniforms. As a result, in the course of their
7 employment with DEFENDANT, the PLAINTIFFS and other CALIFORNIA CLASS Members
8 incurred unreimbursed business expenses, but were not limited to, costs related to the use of
9 their personal cellular phones and uniform maintenance, all on behalf of and for the benefit of
10 DEFENDANT.

11 **D. Wage Statement Violations**

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

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

1 22. Further, DEFENDANT, from time to time, failed to provide PLAINTIFFS and
2 the CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code §
3 226. Specifically, DEFENDANT failed to include the correct total number of hours worked on
4 the wage statements.

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

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

10 24. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
11 continue to fail to accurately pay PLAINTIFFS and the other members of the CALIFORNIA
12 CLASS for all hours worked.

13 25. During the CLASS PERIOD, from time-to-time DEFENDANT required
14 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform both pre- and post-
15 shift work, including but not limited to, obtaining supplies and Home Depot and other retailers,
16 completing reports, communicating with supervisors, and spending time under DEFENDANT's
17 control for which they were not compensated. This resulted in PLAINTIFFS and other members
18 of the CALIFORNIA CLASS having to work while off-the-clock.

19 26. DEFENDANT directed and directly benefited from the uncompensated off-the-
20 clock work performed by PLAINTIFFS and the other members of the CALIFORNIA CLASS.

21 27. DEFENDANT controlled the work schedules, duties, protocols, applications,
22 assignments, and employment conditions of PLAINTIFFS and the other members of the
23 CALIFORNIA CLASS.

24 28. DEFENDANT was able to track the amount of time PLAINTIFFS and the other
25 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
26 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all
27 wages earned and owed for all the work they performed, including post-shift tasks.
28

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

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

31. DEFENDANT knew or should have known that PLAINTIFFS and the other members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

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

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

33. From time-to-time during the CLASS PERIOD, DEFENDANT failed and continue to fail to accurately calculate and pay PLAINTIFFS and the other CALIFORNIA CLASS members for their overtime and double time hours worked, meal and rest period premiums, and sick pay. As a result, PLAINTIFFS and the other CALIFORNIA CLASS members forfeited wages due them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and sick pay rates. DEFENDANT's uniform policy and practice to not pay the CALIFORNIA CLASS members the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by DEFENDANT's business records.

34. State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS members

1 were compensated at an hourly rate plus incentive pay that was tied to specific elements of an
2 employee's performance.

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

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

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

21 **H. Failure to Provide Personnel Files**

22 37. Subsequent to PLAINTIFFS' respective terminations, both PLAINTIFFS caused
23 written requests via certified mail to be delivered to DEFENDANTS for PLAINTIFFS'
24 personnel and employment records, including but not limited to (1) payroll records; (2)
25 employment contracts; (3) itemized pay stubs; and (4) PLAINTIFFS'S complete employment
26 file.

27 38. DEFENDANTS failed to provide and/or make available to PLAINTIFFS their
28 personnel records, payroll records, employment contracts, and entire employment file within

(30) days of all their requests stated above. In fact, as of the date of filing of this complaint, DEFENDANTS have still failed to pay PLAINTIFFS the statutory penalty in the amount of \$750. DEFENDANTS violated Cal. Lab. Code Section 1198.5 by failing to respond and provide PLAINTIFFS with her employment file. Section 1198.5 states that employees (and former employees) have the right to inspect personnel records maintained by the employer “related to the employee’s performance or to any grievance concerning the employee.” Employers must allow inspection or copying within thirty (30) days of the request. PLAINTIFFS requested his employment file via certified mail and DEFENDANTS failed to respond. As a result, PLAINTIFFS is now entitled to and requests injunctive relief to obtain compliance with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of attorneys’ fees and costs for bringing this action.

I. Unlawful Rounding Violations

39. During the CALIFORNIA CLASS PERIOD, DEFENDANTS, from time to time, did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual time these employees worked each day, including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being undercompensated for all of their time worked from time to time. As a result, DEFENDANTS were able to and did in fact unlawfully and unilaterally, from time to time, round the time recorded in DEFENDANTS’ timekeeping system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

40. Further, the mutability of DEFENDANTS’ timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members’ time being inaccurately recorded. As a result, from time to time, DEFENDANTS’ unlawful

1 rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to
2 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without
3 receiving an off-duty meal break. Additionally, DEFENDANTS' unlawful rounding policy and
4 practice caused PLAINTIFFS and CALIFORNIA CLASS Members to perform work as ordered
5 by DEFENDANTS for more than ten (10) hours during a shift without receiving a second off-
6 duty meal break.

7 **J. Reporting Time Violations**

8 41. The applicable Wage Order requires that on each workday that an employee
9 reports for work, as scheduled, but is not put to work or is furnished less than half of the
10 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
11 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours,
12 at the employee's regular rate of pay, which shall not be less than the minimum wage. The
13 applicable Wage Order denominates this as "Reporting Time Pay."

14 42. Specifically, DEFENDANTS required PLAINTIFFS and other CALIFORNIA
15 CLASS Members to report to work and/or remain on-call when assigned to their various shifts.
16 From time-to-time, over the course of their employment, PLAINTIFFS and other
17 CALIFORNIA CLASS Members, reported to work and/or remained on-call as required by
18 DEFENDANTS. On these days, PLAINTIFFS and other CALIFORNIA CLASS Members
19 were not put to work and/or were not furnished with work for less than half of their scheduled
20 shift. When PLAINTIFFS and other CALIFORNIA CLASS Members report to work, as
21 scheduled, but are furnished less than half of their scheduled day's work, PLAINTIFFS and
22 other CALIFORNIA CLASS Members are not compensated with Reporting Time pay, as
23 required by the applicable Wage Order, in that they are not paid a minimum of two hours or for
24 half of their scheduled day's work, not to exceed four hours.

25 **K. Unlawful Deductions**

26 43. DEFENDANTS, from time-to-time unlawfully deducted wages from
27 PLAINTIFFS and CALIFORNIA CLASS Members' pay without explanations and without
28

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

3 44. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to
4 take off duty meal and rest breaks and was not fully relieved of duty for their rest and meal
5 periods. PLAINTIFFS were required to perform work as ordered by DEFENDANTS for more
6 than five (5) hours during a shift without receiving an off-duty meal break. Further,
7 DEFENDANTS failed to provide PLAINTIFFS with a second off-duty meal period each
8 workday in which they were required by DEFENDANT to work ten (10) hours of work. When
9 DEFENDANTS provided PLAINTIFFS with a rest break, they required PLAINTIFFS to
10 remain on the premises, on-duty and on-call, for the rest break. DEFENDANTS' policy caused
11 PLAINTIFFS to remain on-call, on-duty and/or on-premises during what was supposed to be
12 his off-duty meal periods. PLAINTIFFS therefore forfeited meal and rest breaks without
13 additional compensation and in accordance with DEFENDANTS' strict corporate policy and
14 practice. Moreover, DEFENDANTS also provided PLAINTIFFS with paystubs that failed to
15 comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to reimburse
16 PLAINTIFFS for required business expenses related to the use of personal cell phone and
17 personal expenses incurred for uniform maintenance, on behalf of and in furtherance of their
18 employment with DEFENDANTS. Further, DEFENDANTS failed to provide and/or make
19 available to PLAINTIFFS their personnel records, payroll records, employment contracts, and
20 entire employment file within (30) days of all her requests on December 21, 2021. To date,
21 DEFENDANTS have not fully paid PLAINTIFFS the minimum, overtime and double time
22 compensation still owed to him or any penalty wages owed to him under Cal. Lab. Code § 203.
23 The amount in controversy for each PLAINTIFF individually does not exceed the sum or value
24 of \$75,000.

25 **L. CLASS ACTION ALLEGATIONS**

26 45. PLAINTIFFS bring the First through Ninth Causes of Action as a class action
27 pursuant to California Code of Civil Procedure § 382 on behalf of all of DEFENDANT's
28 current and former non-exempt California employees ("CALIFORNIA CLASS") during the

1 period beginning four years prior to the filing of the Complaint and ending on a date determined
2 by the Court (“CLASS PERIOD”).

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

10 47. The members of the class are so numerous that joinder of all class members is
11 impractical.

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

- 21 a. Whether DEFENDANT maintained legally compliant meal period policies and
22 practices;
- 23 b. Whether DEFENDANT maintained legally compliant rest period policies and
24 practices;
- 25 c. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA
26 CLASS Members accurate premium payments for missed meal and rest periods;
- 27 d. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA
28 CLASS Members accurate overtime wages;

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

49. PLAINTIFFS is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT's conduct and actions alleged herein.

50. PLAINTIFFS's claims are typical of the claims of the class, and PLAINTIFFS has the same interests as the other members of the class.

51. PLAINTIFFS will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

52. PLAINTIFFS retained able class counsel with extensive experience in class action litigation.

53. Further, PLAINTIFFS's interests are coincident with, and not antagonistic to, the interests of the other CALIFORNIA CLASS Members.

54. There is a strong community of interest among PLAINTIFFS and the members of the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT

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

3 55. 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 56. 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
10 the 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
13 will create the risk of:

- 14 a. Inconsistent or varying adjudications with respect to individual members of the
15 CALIFORNIA CLASS which would establish incompatible standards of
16 conduct for the parties opposing the CALIFORNIA CLASS; and/or,
17 b. 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 57. 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 PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

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

6 60. 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
9 competition as follows:

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

18 61. By the conduct alleged herein, DEFENDANT has engaged and continues to
19 engage in a business practice which violates California law, including but not limited to, the
20 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
21 including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1,
22 1198, 2802, for which this Court should issue declaratory and other equitable relief pursuant to
23 Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
24 constitute unfair competition, including restitution of wages wrongfully withheld.

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

1 63. By the conduct alleged herein, DEFENDANT's practices were deceptive and
2 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
3 mandated meal and rest periods and the required amount of compensation for missed meal and
4 rest periods and, due to a systematic business practice that cannot be justified, pursuant to the
5 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
6 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable
7 relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully
8 withheld.

9 64. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
10 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and
11 the other members of the CALIFORNIA CLASS to be underpaid during their employment with
12 DEFENDANT.

13 65. By the conduct alleged herein, DEFENDANT's practices were also unfair and
14 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
15 legally required meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS
16 members as required by Cal. Lab. Code §§ 226.7 and 512.

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

22 67. PLAINTIFFS further demands on behalf of himself and on behalf of each
23 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
24 was not timely provided as required by law.

25 68. By and through the unlawful and unfair business practices described herein,
26 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
27 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
28 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the

1 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
2 to unfairly compete against competitors who comply with the law.

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

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

13 71. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
14 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
15 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
16 engaging in any unlawful and unfair business practices in the future.

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

24 **SECOND CAUSE OF ACTION**

25 **Failure To Pay Minimum Wages**

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

27 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

4 74. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a
5 claim for DEFENDANT'S willful and intentional violations of the California Labor Code and
6 the Industrial Welfare Commission requirements for DEFENDANT'S failure to accurately
7 calculate and pay minimum wages to PLAINTIFFS and the CALIFORNIA CLASS Members.

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

10 76. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
11 commission is the minimum wage to be paid to employees, and the payment of a lesser wage
12 than the minimum so fixed is unlawful.

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

15 78. DEFENDANT maintained a uniform wage practice of paying PLAINTIFFS and
16 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
17 they worked. As set forth herein, DEFENDANT'S uniform policy and practice was to
18 unlawfully and intentionally deny timely payment of wages due to PLAINTIFFS and the other
19 members of the CALIFORNIA CLASS.

20 79. DEFENDANT'S uniform pattern of unlawful wage and hour practices
21 manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result
22 of implementing a uniform policy and practice that denied accurate compensation to
23 PLAINTIFFS and the other members of the CALIFORNIA CLASS in regards to minimum
24 wage pay.

25 80. In committing these violations of the California Labor Code, DEFENDANT
26 inaccurately calculated the amount of time worked and consequently underpaid the actual time
27 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANT
28 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in

1 violation of the California Labor Code, the Industrial Welfare Commission requirements and
2 other applicable laws and regulations.

3 81. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
4 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
5 minimum wage compensation for their time worked for DEFENDANT.

6 82. During the CLASS PERIOD, PLAINTIFFS and the other members of the
7 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
8 failure to pay all earned wages.

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

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

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

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

THIRD CAUSE OF ACTION

Failure To Pay Overtime Compensation

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

(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

87. PLAINTIFFS, 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.

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

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

90. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and more than forty (40) hours per workweek

1 unless they receive additional compensation beyond their regular wages in amounts specified
2 by law.

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

7 92. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS
8 Members were required by DEFENDANT to work for DEFENDANT and were not paid for all
9 the time they worked, including overtime work.

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

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

23 95. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
24 the PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive full
25 compensation for overtime worked.

26 96. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
27 from the overtime requirements of the law. None of these exemptions are applicable to the
28 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and

1 the other members of the CALIFORNIA CLASS were not subject to a valid collective
2 bargaining agreement that would preclude the causes of action contained herein this Complaint.
3 Rather, PLAINTIFFS brings this Action on behalf of himself and the CALIFORNIA CLASS
4 based on DEFENDANT's violations of non- negotiable, non-waivable rights provided by the
5 State of California.

6 97. During the CLASS PERIOD, PLAINTIFFS and the other members of the
7 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
8 constituting a failure to pay all earned wages.

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

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

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

26 101. In performing the acts and practices herein alleged in violation of California
27 labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all
28 overtime worked and provide them with the requisite overtime compensation, DEFENDANT

1 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS
2 and the other members of the CALIFORNIA CLASS with a conscious and utter disregard for
3 their legal rights, or the consequences to them, and with the despicable intent of depriving them
4 of their property and legal rights, and otherwise causing them injury in order to increase
5 company profits at the expense of these employees.

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

17 **FOURTH CAUSE OF ACTION**

18 **Failure To Provide Required Meal Periods**

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

20 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

21 103. PLAINTIFFS and the other members of the CALIFORNIA CLASS, reallege and
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
23 Complaint.

24 104. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
25 required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members
26 as required by the applicable Wage Order and Labor Code. The nature of the work performed
27 by PLAINTIFFS and CALIFORNIA CLASS Members did not prevent these employees from
28 being relieved of all of their duties for the legally required off-duty meal periods. As a result of

1 their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were
2 often not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
3 DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members
4 with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by
5 DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFFS and
6 CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in
7 which these employees were required by DEFENDANT to work ten (10) hours of work. As a
8 result, PLAINTIFFS and other members of the CALIFORNIA CLASS forfeited meal breaks
9 without additional compensation and in accordance with DEFENDANT's strict corporate
10 policy and practice.

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

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

19 **FIFTH CAUSE OF ACTION**

20 **Failure To Provide Required Rest Periods**

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

22 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

26 108. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members
27 were required to work in excess of four (4) hours without being provided ten (10) minute rest
28 periods. Further, these employees were denied their first rest periods of at least ten (10) minutes

1 for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at
2 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first,
3 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
4 or more. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with
5 one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and
6 other CALIFORNIA CLASS Members were periodically denied their proper rest periods by
7 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to
8 compensate PLAINTIFFS and CALIFORNIA CLASS Members for their rest periods as
9 required by the applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to
10 provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required
11 paid rest periods is evidenced by DEFENDANT's business records.

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

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

20 **SIXTH CAUSE OF ACTION**

21 **Failure To Provide Accurate Itemized Statements**

22 **(Cal. Lab. Code §§ 226)**

23 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

27 112. Cal. Labor Code § 226 provides that an employer must furnish employees with
28 an "accurate itemized" statement in writing showing:

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

113. When DEFENDANT did not accurately record PLAINTIFFS's and other CALIFORNIA CLASS Members' wages, and missed meal and rest breaks, and separately compensated meal and rest periods, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide an accurate wage statement in writing that properly and accurately itemizes all wages, and missed meal and rest periods and reporting time wages owed to PLAINTIFFS and the other members of the CALIFORNIA CLASS and thereby also failed to set forth the correct wages earned by the employees.

114. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended

1 calculating the correct wages for all missed meal and rest breaks and the amount of employment
2 taxes which were not properly paid to state and federal tax authorities. These damages are
3 difficult to estimate. Therefore, PLAINTIFFS and the other members of the CALIFORNIA
4 CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay
5 period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in
6 a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at
7 the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS
8 and each respective member of the CALIFORNIA CLASS herein).

9 **SEVENTH CAUSE OF ACTION**

10 **Failure To Pay Wages When Due**

11 **(Cal. Lab. Code §§ 203)**

12 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

16 116. Cal. Lab. Code § 200 provides that:

17 As used in this article:

18 (d) "Wages" includes all amounts for labor performed by employees of every
19 description, whether the amount is fixed or ascertained by the standard of time,
task, piece, Commission basis, or other method of calculation.

20 (e) "Labor" includes labor, work, or service whether rendered or performed under
21 contract, subcontract, partnership, station plan, or other agreement if the to be
paid for is performed personally by the person demanding payment.

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

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

26 If an employee not having a written contract for a definite period quits his or her
27 employment, his or her wages shall become due and payable not later than 72 hours
28 thereafter, unless the employee has given 72 hours previous notice of his or her intention
to quit, in which case the employee is entitled to his or her wages at the time of quitting.

1 Notwithstanding any other provision of law, an employee who quits without providing a
2 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
3 designates a mailing address. The date of the mailing shall constitute the date of
4 payment for purposes of the requirement to provide payment within 72 hours of the
5 notice of quitting.

6 119. There was no definite term in PLAINTIFFS's or any CALIFORNIA CLASS
7 Members' employment contract.

8 120. Cal. Lab. Code § 203 provides:

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

14 121. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members
15 terminated, and DEFENDANT has not tendered payment of wages to these employees who
16 were underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks,
17 as required by law.

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

24 **EIGHTH CAUSE OF ACTION**

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

26 **(Cal. Lab. Code §§ 2802)**

27 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

28 123. PLAINTIFFS, 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.

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

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

5 125. From time-to-time during the CLASS PERIOD, DEFENDANT violated Cal.
6 Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the members of the
7 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
8 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the members of
9 the CALIFORNIA CLASS for expenses which included, but were not limited to, costs related
10 to using their personal cellular phone and uniform maintenance all on behalf of and for the
11 benefit of DEFENDANT. Specifically, PLAINTIFFS and the members of the CALIFORNIA
12 CLASS were required by DEFENDANT to use their personal cell phones and uniform
13 maintenance to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's
14 uniform policy, practice and procedure was to not reimburse PLAINTIFFS and the members of
15 the CALIFORNIA CLASS for expenses resulting from using their personal cellular phones
16 and/or uniform maintenance for DEFENDANT within the course and scope of their
17 employment for DEFENDANT. These expenses were necessary to complete their principal job
18 duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of their
19 expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and
20 the members of the CALIFORNIA CLASS, DEFENDANT failed to indemnify and reimburse
21 PLAINTIFFS and the members of the CALIFORNIA CLASS for these expenses as an
22 employer is required to do under the laws and regulations of California.

23 126. PLAINTIFFS therefore demands reimbursement on behalf of the members of the
24 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and
25 on behalf of DEFENDANT, or his/her obedience to the directions of DEFENDANT, with
26 interest at the statutory rate and costs under Cal. Lab. Code § 2802.

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1 **NINTH CAUSE OF ACTION**

2 **FOR FAILURE TO PROVIDE PERSONNEL FILES**

3 **[Cal. Lab. Code § 1198.5]**

4 **(By PLAINTIFFS Against All DEFENDANTS)**

5 127. PLAINTIFFS realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

7 128. Subsequent to PLAINTIFFS'S termination, on December 21, 2021,
8 PLAINTIFFS caused written requests via certified mail to be delivered to DEFENDANTS for
9 PLAINTIFFS'S personnel and employment records, including but not limited to (1) payroll
10 records; (2) employment contracts; (3) itemized pay stubs; and (4) PLAINTIFFS'S complete
11 employment file.

12 129. DEFENDANTS failed to provide and/or make available to PLAINTIFFS her
13 personnel records, payroll records, employment contracts, and entire employment file within
14 (30) days of his request stated above. In fact, as of the date of filing of this complaint,
15 DEFENDANTS have still failed to pay PLAINTIFFS the statutory penalty in the amount of
16 \$750.

17 130. DEFENDANTS violated Cal. Lab. Code Section 1198.5 by failing to respond
18 and provide PLAINTIFFS with his employment file. Section 1198.5 states that employees (and
19 former employees) have the right to inspect personnel records maintained by the employer
20 "related to the employee's performance or to any grievance concerning the employee."
21 Employers must allow inspection or copying within thirty (30) days of the request.
22 PLAINTIFFS requested his employment file via certified mail and DEFENDANTS failed to
23 respond. As a result, PLAINTIFFS is now entitled to and requests injunctive relief to obtain
24 compliance with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of attorneys'
25 fees and costs for bringing this action.

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1 **TENTH CAUSE OF ACTION**

2 **VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT**

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

4 **(By PLAINTIFFS and AGGRIEVED EMPLOYEES and Against All DEFENDANTS)**

5 131. PLAINTIFFS realleges and incorporates by this reference, as though fully set forth
6 herein, the prior paragraphs of this First Amended Complaint.

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

17 133. PLAINTIFFS, and such persons that may be added from time to time who satisfy
18 the requirements and exhaust the administrative procedures under the Private Attorney General
19 Act, bring this Representative Action on behalf of the State of California with respect to himself
20 and all individuals who are or previously were employed by DEFENDANT and classified as non-
21 exempt employees in California during the time period of March 4, 2021 until the present (the
22 "AGGRIEVED EMPLOYEES"). On October 8, 2021 and March 4, 2022, PLAINTIFFS
23 VELASQUEZ and HOLLOWAY, respectively, gave written notice by certified mail to the Labor
24 and Workforce Development Agency (the "Agency") and the employer of the specific provisions
25 of this code alleged to have been violated as required by Labor Code § 2699.3. Under Labor
26 Code Section 2699.3, the LWDA must give written notice by certified mail to the parties it
27 intends to investigate the alleged violations within 65 days of the date of the complainant's
28 written notice. As of the filing of this Complaint, the LWDA has not provided the parties any

1 notice of its intention to investigate PLAINTIFFS s claims on behalf of herself and other
2 aggrieved employees, nor has Defendant responded to PLAINTIFFS' PAGA notices in an
3 attempt to cure. According, PLAINTIFFS hve exhausted all administrative remedies
4 required by law.

5 134. As a result, pursuant to Section 2699.3, PLAINTIFFS may now commence a
6 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
7 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

8 135. The policies, acts, and practices heretofore described were and are in unlawful
9 business act or practice because DEFENDANT (a) failed to properly record and pay
10 PLAINTIFFS and the other AGGRIEVED EMPLOYEES for all the hours they worked,
11 including minimum and overtime hours in violation of the Wage Order, (b) failed to provide
12 PLAINTIFFS and other AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c)
13 failed to provide accurate itemized wage statements, (d) failed to reimburse PLAINTIFFS and the
14 other AGGRIEVED EMPLOYEES for required business expenses, (e) failed to pay meal and rest
15 break premiums at the correct rate, (f) failed to correctly calculate the regular rate of pay, and (g)
16 failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor
17 Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512,
18 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14 1198, 1199, 2802, and 2804, and the
19 applicable wage orders, and thereby gives rise to statutory penalties as a result of such conduct.
20 PLAINTIFFS hereby seeks recovery of civil penalties as prescribed by the Labor Code Private
21 Attorney General Act of 2004 as the representative of the State of California for the illegal
22 conduct perpetrated on PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

23 136. Some or all of the conduct and violations alleged herein occurred during the
24 PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not
25 affect PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seeks penalties for those
26 violations that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.*
27 (2018) 30 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23
28 Cal.App.5th 745, 751 ["PAGA allows an 'aggrieved employee'—a person affected by at least

one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.”], Emphasis added, reh’g denied (June 13, 2018).)

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for a judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

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

1 which a violation occurs and one hundred dollars (\$100) per each member of the
2 CALIFORNIA CLASS for each violation in a subsequent pay period, not
3 exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award
4 of costs for violation of Cal. Lab. Code § 226

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

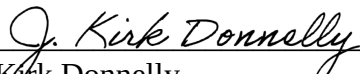
8 3. On behalf of the State of California and with respect to all AGGRIEVED
9 EMPLOYEES: Recovery of civil penalties as prescribed by the Labor Code Private
10 Attorneys General Act of 2004.

11 4. On all claims:

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

16
17 Dated: June 14, 2023

LAW OFFICES OF J. KIRK DONNELLY, APC

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20 J. Kirk Donnelly
21 Attorneys for PLAINTIFFS Jose Luis Velasquez
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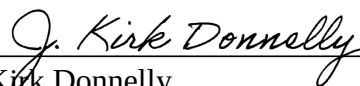
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DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a trial by jury on all claims so triable.

Dated: June 14, 2023

LAW OFFICES OF J. KIRK DONNELLY, APC



J. Kirk Donnelly
Attorneys for PLAINTIFFS Jose Luis Velasquez

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SERVICE LIST

Jose Luis Velasquez v. Water Damage Rescue, Inc., et al.
Los Angeles Superior Court Case No. 21STCV46033

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