

**SUMMONS  
(CITACION JUDICIAL)**

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

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
1/28/2026 5:36 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By S. Cwikla, Deputy Clerk

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

ENDLESS PURSUIT CORPORATION, a California corporation; and DOES 1-50, Inclusive,

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

ZARRON COWGER, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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): Los Angeles Superior Court  
Stanley Mosk Courthouse - 111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso):  
**26STCV03053**

David W. Slayton, Executive Officer/Clerk of Court

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Shani O. Zakay, Esq.; Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121; T:(619) 255-9047

DATE: 01/28/2026 Clerk, by S. Cwikla, Deputy  
(Fecha) (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)).



**NOTICE TO THE PERSON SERVED: You are served**

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

1 **ZAKAY LAW GROUP, APLC**  
2 Shani O. Zakay (State Bar #277924)  
3 [shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
4 Jackland K. Hom (State Bar #327243)  
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By S. Cwikla, Deputy Clerk

17 Attorneys for PLAINTIFF

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **IN AND FOR THE COUNTY OF LOS ANGELES**

20 ZARRON COWGER, an individual, on behalf  
21 of Plaintiff, and on behalf of all persons  
22 similarly situated,

23 Plaintiff,

24 v.

25 ENDLESS PURSUIT CORPORATION, a  
26 California corporation; and DOES 1-50,  
27 Inclusive,

28 Defendants.

Case No.: 26STCV03053

**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;

- 1
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- 4
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- 6
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9) FAILURE TO PROVIDE GRATUITIES IN VIOLATION OF CAL. LAB. CODE § 351.

**DEMAND FOR A JURY TRIAL**

7

8 PLAINTIFF ZARRON COWGER (“PLAINTIFF”), an individual, on behalf of

9 PLAINTIFF and all other similarly situated current and former employees, alleges on information

10 and belief, except for their own acts and knowledge which are based on personal knowledge, the

11 following:

12 **PRELIMINARY ALLEGATIONS**

13 1. Defendant ENDLESS PURSUIT CORPORATION (“DEFENDANT” and/or

14 “DEFENDANTS”) is a California corporation that at all relevant times mentioned herein conducted

15 and continues to conduct substantial and regular business throughout California.

16 2. DEFENDANTS own and operate a junk removal business in California, including

17 in the County of Los Angeles, where PLAINTIFF worked.

18 3. PLAINTIFF was employed by DEFENDANTS in California from August of 2024

19 to February of 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally

20 required meal and rest periods and payment of minimum and overtime wages due for all time

21 worked.

22 4. PLAINTIFF reserves the right to seek leave to amend this complaint to add new

23 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*

24 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

25 5. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California

26 class, defined as all persons who are or previously were employed by DEFENDANT in California

27 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the

28 period beginning four (4) years prior to the filing of this Complaint and ending on the date as

1 determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate  
2 claim of the CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

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

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

22         8. The agents, servants and/or employees of DEFENDANTS and each of them acting  
23 on behalf of DEFENDANTS acted within the course and scope of his, her, or its authority as the  
24 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct  
25 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.  
26 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS  
27 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of  
28

1 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
2 DEFENDANTS' agents, servants and/or employees.

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

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

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

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

21 **JURISDICTION AND VENUE**

22 13. This Court has jurisdiction over this Action pursuant to California Code of Civil  
23 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action  
24 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
25 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

26 14. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
27 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ  
28

1 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful  
2 conduct herein alleged in this county against the CALIFORNIA CLASS.

3 **THE CONDUCT**

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

24 **A. Meal Period Violations**

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

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

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

1 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional  
2 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

3 **B. Rest Period Violations**

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

21 **C. Unreimbursed Business Expenses**

22 19. DEFENDANTS as a matter of corporate policy, practice, and procedure,  
23 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and  
24 the other CALIFORNIA CLASS members for required business expenses incurred by PLAINTIFF  
25 and other CALIFORNIA CLASS members in direct consequence of discharging their duties on  
26 behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to  
27 indemnify employees for all expenses incurred in the course and scope of their employment.  
28 California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her

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

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

16 **D. Wage Statement Violations**

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

25 22. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
26 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed  
27 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed  
28 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate

1 wage statements which failed to show, among other things, all deductions, the total hours worked  
2 and all applicable hourly rates in effect during the pay period and the corresponding amount of time  
3 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
4 periods.

5 23. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the  
6 CALIFORNIA CLASS members with wage statements that accurately provided accurate total  
7 number of hours worked, in violation of California Labor Code Section 226(a)(2).

8 24. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide  
9 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
10 California Labor Code Section 226.

11 25. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS  
12 members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further,  
13 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an  
14 unintentional payroll error due to clerical or inadvertent mistake.

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

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

19 27. During the CLASS PERIOD, from time-to-time DEFENDANTS required  
20 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
21 work, including but not limited to, sending and receiving work-related communications and filling  
22 out forms regarding the status of DEFENDANT'S work vehicles and jobs. This resulted in  
23 PLAINTIFF and other CALIFORNIA CLASS members having to work while off-the-clock.

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

26 29. DEFENDANTS controlled the work schedules, duties, and protocols, applications,  
27 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS  
28 members.

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

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

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

12           33. DEFENDANTS knew or should have known that PLAINTIFF'S and the other  
13 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

14           34. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
15 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit  
16 for the time spent working while off-the-clock, including but not limited to, sending and receiving  
17 work-related communications and filling out forms regarding the status of DEFENDANT'S work  
18 vehicles and jobs. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the  
19 members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable  
20 law is evidenced by DEFENDANTS' business records.

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

23           35. From time to time during the CLASS PERIOD, DEFENDANTS failed and  
24 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
25 members for their overtime and double time hours worked, meal and rest period premiums, and  
26 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members  
27 forfeited wages due to them for working overtime without compensation at the correct overtime  
28 and double time rates, meal and rest period premiums, and redeemed sick pay rates.

1 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at  
2 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick  
3 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

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

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

14 38. However, from time to time, when calculating the regular rate of pay in those pay  
15 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double  
16 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
17 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus  
18 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked  
19 rather than just all non-overtime hours worked. Management and supervisors described the  
20 incentive/bonus program to potential and new employees as part of the compensation package. As  
21 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA  
22 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in  
23 a systematic underpayment of overtime and double time compensation, meal and rest period  
24 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS  
25 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid  
26 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of  
27 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the  
28 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated

1 herein, by failing to include the incentive compensation as part of the “regular rate of pay” for  
2 purposes of sick pay compensation was in violation of California Labor Code Section 246, the  
3 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or  
4 204.

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

14 **G. Unlawful Deductions**

15 40. DEFENDANTS, from time-to-time, unlawfully deducted wages from  
16 PLAINTIFF’S and CALIFORNIA CLASS members’ pay without explanation and without  
17 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a  
18 result, DEFENDANTS violated Labor Code Section 221.

19 **H. Timekeeping Manipulation**

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

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

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

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

17       **I. Unlawful Rounding Practices**

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

1 forfeited compensation for their time worked by working without their time being accurately  
2 recorded and without compensation at the applicable overtime rates.

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

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

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

15 48. Pursuant to California Labor Code Section 201, "If an employer discharges an  
16 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."  
17 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his  
18 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee  
19 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
20 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS  
21 members were, from time to time, not timely provided the wages earned and unpaid at the time of  
22 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201  
23 and 202.

24 49. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely  
25 paying all wages due at time of termination for all CALIFORNIA CLASS members whose  
26 employment ended during the CLASS PERIOD.

27  
28 ///

1     **K. Sick Pay Violations**

2           50.     California Labor Code Section 246(a)(1) mandates that “An employee who, on or  
3 after July 1, 2015, works in California for the same employer for 30 or more days within a year  
4 from the commencement of employment is entitled to paid sick days as specified in this section.”  
5 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.  
6 From time to time, DEFENDANTS failed to have a policy or practice in place to provide  
7 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick  
8 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to  
9 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

10           51.     California Labor Code Section 246(i) requires an employer to furnish its employees  
11 with written wage statements setting forth the amount of paid sick leave available. From time to  
12 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF  
13 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of  
14 paid sick leave available.

15     **L. Reporting Time Violations**

16           52.     Further, DEFENDANTS from time to time required PLAINTIFF and other  
17 CALIFORNIA CLASS Members to report to work, but were furnished less than half their  
18 scheduled shift’s worth of work and were not paid reporting time pay as required by Cal. Code  
19 Regs., tit. 8 § 11040, subdivision (A). Specifically, Subdivision 5(A) states, “(A) Each workday an  
20 employee is required to report for work and does report, but is not put to work or is furnished less  
21 than half said employee's usual or scheduled day's work, the employee shall be paid for half the  
22 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)  
23 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” In  
24 addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members  
25 to engage in additional work, this sometimes resulted in a second reporting for work in a single  
26 workday. In such a circumstance of a second reporting for work in a single workday,  
27 DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs.,  
28 tit. 8 § 11040. Subdivision 5(B) states: “If an employee is required to report for work a second time

1 in any one workday and is furnished less than two (2) hours of work on the second reporting, said  
2 employee shall be paid for two (2) hours at the employee’s regular rate of pay, which shall be not  
3 less than the minimum wage.” Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

4 **M. Tip Pooling**

5 53. During the CALIFORNIA CLASS period, pursuant to DEFENDANTS’ company  
6 policies and practices, PLAINTIFF and other CALIFORNIA CLASS Members were forced to  
7 forfeit gratuities left for them by customers to DEFENDANTS’ agents who provided no service  
8 to the customers that resulted in the gratuity. DEFENDANTS routinely added gratuity, tips, and/or  
9 service charges to its bills. These gratuities, tip, and/or service charges reasonably appear to be  
10 for the service staff. It is typical and customary in the services industry that businesses impose  
11 gratuity charges on the bill. Thus, when customers paid these charges, it is reasonable for them to  
12 have believed they were gratuities to be paid to the service staff. Indeed, because many of these  
13 charges are depicted to customers, and the custom in DEFENDANT’S industry that gratuities are  
14 paid for DEFENDANT’S services, customers paid these charges reasonably believing they were  
15 remitted to the service staff. However, DEFENDANTS have not remitted the total proceeds of  
16 these gratuities to the non-managerial employees who perform the work. Instead, DEFENDANTS  
17 have a policy and practice of using a portion of these gratuities to pay managers or other non-  
18 service employees. As a result, PLAINTIFF and CALIFORNIA CLASS Members have not  
19 received the total proceeds of the gratuities, to which they are entitled to under California law.

20 54. DEFENDANTS are generally in the business of junk hauling. During the  
21 CALIFORNIA CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS Members were  
22 in the “chain of service” and earned gratuities based on their service for their customers. However,  
23 PLAINTIFF and CALIFORNIA CLASS Members were forced to forfeit portions of their  
24 gratuities, which said gratuities were kept by DEFENDANTS’ employees who were not in the  
25 chain of service from which the gratuity resulted. PLAINTIFF and other CALIFORNIA CLASS  
26 Members contend that any gratuities kept by DEFENDANTS’ non-service employees were illegal  
27 and in violation of California law because PLAINTIFF and other CALIFORNIA CLASS  
28 Members provided the service to whom the gratuity should have been paid.

1           55. California Labor Code § 351 establishes the requirements for an employer  
2 regarding the payment of gratuities. Specifically, gratuities are the sole property of the employees.  
3 California Labor Code § 351 expressly prohibits employers and their agents from collecting,  
4 taking, or receiving any portion of a gratuity. California Labor Code § 350(e) defines the term  
5 “gratuity” as including any money that has been paid or given or left for an employee by a patron  
6 of a business over and above the actual amount due the business for services rendered or for  
7 goods, food, drink or articles sold or served to such patron. Labor Code § 353 requires employers  
8 to keep accurate records of all gratuities they receive, directly or indirectly.

9           56. Although tip pooling is not expressly prohibited by the Labor Code, employees  
10 who mandate tip pooling must only distribute pooled tips to employees in the “chain of service.”  
11 By distributing tips to employees who were not in the “chain of service,” DEFENDANTS have  
12 violated and continue to violate the legal requirements for handling pooled tips.

13           57. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
14 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.  
15 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)  
16 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to  
17 provide PLAINTIFF with a second off-duty meal period each workday in which they were required  
18 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF  
19 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the  
20 rest break. DEFENDANTS’ policy caused PLAINTIFF to remain on premises, on-call and on-  
21 duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited  
22 meal and rest breaks without additional compensation and in accordance with DEFENDANTS’  
23 strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with  
24 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS  
25 also failed to reimburse PLAINTIFF for required business expenses related to the personal  
26 expenses incurred for the use of their personal cell phone and purchase of work uniform, on behalf  
27 of and in furtherance of their employment with DEFENDANTS. To date, DEFENDANTS have  
28 not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to

1 PLAINTIFF, or any penalty wages owed to PLAINTIFF under California Labor Code Section  
2 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of  
3 \$75,000.

4 **CLASS ACTION ALLEGATIONS**

5 58. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California  
6 class defined as all persons who are or previously were employed by DEFENDANT in California  
7 and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the  
8 period beginning four (4) years prior to the filing of this Complaint and ending on the date as  
9 determined by the Court (the "CLASS PERIOD").

10 59. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been  
11 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
12 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
13 illegal meal and rest period policies, failure to reimburse for business expenses, failure to  
14 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to  
15 maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and  
16 expenses.

17 60. The members of the class are so numerous that joinder of all class members is  
18 impractical.

19 61. Common questions of law and fact regarding DEFENDANTS' conduct, including  
20 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately  
21 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the  
22 regular rate of compensation for missed meal and rest period premiums, failure to provide legally  
23 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide  
24 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and  
25 overtime, exist as to all members of the class and predominate over any questions affecting solely  
26 any individual members of the class. Among the questions of law and fact common to the class are:

- 27 a. Whether DEFENDANTS maintained legally compliant meal period policies and  
28 practices;

- 1           b. Whether DEFENDANTS maintained legally compliant rest period policies and
- 2           practices;
- 3           c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 4           members accurate premium payments for missed meal and rest periods;
- 5           d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 6           members accurate overtime wages;
- 7           e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 8           members at least minimum wage for all hours worked;
- 9           f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
- 10          CLASS members for required business expenses;
- 11          g. Whether DEFENDANTS issued legally compliant wage statements;
- 12          h. Whether DEFENDANTS committed an act of unfair competition by systematically
- 13          failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
- 14          CLASS for all time worked;
- 15          i. Whether DEFENDANTS committed an act of unfair competition by systematically
- 16          failing to record all meal and rest breaks missed by PLAINTIFF and other
- 17          CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
- 18          of this work, required employees to perform this work and permits or suffers to
- 19          permit this work;
- 20          j. Whether DEFENDANTS committed an act of unfair competition in violation of
- 21          California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
- 22          failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS
- 23          with the legally required meal and rest periods.

24           62. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a  
25 result of DEFENDANTS’ conduct and actions alleged herein.

26           63. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and  
27 PLAINTIFF has the same interests as the other members of the class.

28 ///

1           64. PLAINTIFF will fairly and adequately represent and protect the interests of the  
2 CALIFORNIA CLASS members.

3           65. PLAINTIFF retained able class counsel with extensive experience in class action  
4 litigation.

5           66. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the  
6 interest of the other CALIFORNIA CLASS members.

7           67. There is a strong community of interest among PLAINTIFF and the members of the  
8 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are  
9 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
10 sustained.

11           68. The questions of law and fact common to the CALIFORNIA CLASS members  
12 predominate over any questions affecting only individual members, including legal and factual  
13 issues relating to liability and damages.

14           69. A class action is superior to other available methods for the fair and efficient  
15 adjudication of this controversy because joinder of all class members is impractical. Moreover,  
16 since the damages suffered by individual members of the class may be relatively small, the expense  
17 and burden of individual litigation makes it practically impossible for the members of the class  
18 individually to redress the wrongs done to them. Without class certification and determination of  
19 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of  
20 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

21           a. Inconsistent or varying adjudications with respect to individual members of the  
22 CALIFORNIA CLASS which would establish incompatible standards of conduct  
23 for the parties opposing the CALIFORNIA CLASS; and/or,

24           b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
25 which would, as a practical matter, be dispositive of the interests of the other  
26 members not party to the adjudication or substantially impair or impede their ability  
27 to protect their interests.

28 ///



1           75. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair  
2 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous  
3 or substantially injurious to employees, and were without valid justification or utility for which this  
4 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
5 Business and Professions Code, including restitution of wages wrongfully withheld.

6           76. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and  
7 fraudulent in that DEFENDANTS’ uniform policy and practice failed to provide the legally  
8 mandated meal and rest periods and the required amount of compensation for missed meal and rest  
9 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary  
10 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant  
11 to the applicable California Labor Code and Industrial Welfare Commission requirements in  
12 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this  
13 Court should issue injunctive and equitable relief, pursuant to California Business and Professions  
14 Code Section 17203, including restitution of wages wrongfully withheld.

15           77. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful,  
16 unfair, and deceptive in that DEFENDANTS’ employment practices caused PLAINTIFF and the  
17 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
18 DEFENDANTS.

19           78. By the conduct alleged herein, DEFENDANTS’ practices were also unfair and  
20 deceptive in that DEFENDANTS’ uniform policies, practices and procedures failed to provide  
21 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
22 required by California Labor Code Sections 226.7 and 512.

23           79. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each  
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
25 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each  
26 workday in which a second off-duty meal period was not timely provided for each ten (10) hours  
27 of work.

28 ///

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

4           81. By and through the unlawful and unfair business practices described herein,  
5 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the  
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and  
7 have deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
8 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS  
9 to unfairly compete against competitors who comply with the law.

10           82. All the acts described herein as violations of, among other things, the Industrial  
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
12 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and  
13 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
14 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

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

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

24           85. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
25 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of  
26 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a  
27 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal

1 and economic harm unless DEFENDANTS are restrained from continuing to engage in these  
2 unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

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

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

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

14 88. Pursuant to California Labor Code Section 204, other applicable laws and  
15 regulations, and public policy, an employer must timely pay its employees for all hours worked.

16 89. California Labor Code Section 1197 provides the minimum wage for employees  
17 fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser  
18 wage than the minimum so fixed is unlawful.

19 90. California Labor Code Section 1194 establishes an employee's right to recover  
20 unpaid wages, including minimum wage compensation and interest thereon, together with the costs  
21 of suit.

22 91. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the  
23 other members of the CALIFORNIA CLASS without regard to the correct amount of time they  
24 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and  
25 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS.

27 92. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
28 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing

1 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other  
2 members of the CALIFORNIA CLASS in regard to minimum wage pay.

3 93. In committing these violations of the California Labor Code, DEFENDANTS  
4 inaccurately calculated the correct time worked and consequently underpaid the actual time worked  
5 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an  
6 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the  
7 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws  
8 and regulations.

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

12 95. During the CLASS PERIOD, PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a  
14 failure to pay all earned wages.

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

20 97. DEFENDANTS knew or should have known that PLAINTIFF and the other  
21 members of the CALIFORNIA CLASS were under-compensated for their time worked.  
22 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
23 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
24 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
25 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for  
26 their time worked.

27 98. In performing the acts and practices herein alleged in violation of California labor  
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

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

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

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

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

3 102. Pursuant to California Labor Code Section 204, other applicable laws and  
4 regulations, and public policy, an employer must timely pay its employees for all hours worked.

5 103. California Labor Code Section 510 provides that employees in California shall not  
6 be employed more than eight (8) hours per workday and/or more than forty (40) hours per  
7 workweek unless they receive additional compensation beyond their regular wages in amounts  
8 specified by law.

9 104. California Labor Code Section 1194 establishes an employee's right to recover  
10 unpaid wages, including minimum and overtime compensation and interest thereon, together with  
11 the costs of suit. California Labor Code Section 1198 further states that the employment of an  
12 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

13 105. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members  
14 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time  
15 they worked, including overtime work.

16 106. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
17 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing  
18 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and  
19 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the  
20 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work  
21 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or  
22 forty (40) hours in any workweek.

23 107. In committing these violations of the California Labor Code, DEFENDANTS  
24 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
25 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal  
26 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
27 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
28 regulations.

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

4           109. California Labor Code Section 515 sets out various categories of employees who are  
5 exempt from the overtime requirements of the law. None of these exemptions are applicable to  
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the  
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining  
8 agreement that would preclude the causes of action contained herein in this Complaint. Rather,  
9 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on  
10 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of  
11 California.

12           110. During the CLASS PERIOD, PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting  
14 a failure to pay all earned wages.

15           111. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the  
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
17 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and  
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were  
19 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which  
20 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business  
21 records and witnessed by employees.

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

27           113. DEFENDANTS knew or should have known that PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

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

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

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

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

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

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

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

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

13 125. California Labor Code Section 226 provides that an employer must furnish  
14 employees with an “accurate itemized” statement in writing showing:

- 15 a. gross wages earned,
- 16 b. total hours worked by the employee, except for any employee whose compensation  
17 is solely based on a salary and who is exempt from payment of overtime under  
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
19 Commission,
- 20 c. the number of piece-rate units earned and any applicable piece rate if the employee  
21 is paid on a piece-rate basis,
- 22 d. all deductions, provided that all deductions made on written orders of the employee  
23 may be aggregated and shown as one item,
- 24 e. net wages earned,
- 25 f. the inclusive dates of the period for which the employee is paid,
- 26 g. the name of the employee and his or her Social Security number, except that by  
27 January 1, 2008, only the last four digits of his or her Social Security number or an  
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1 employee identification number other than Social Security number may be shown  
2 on the itemized statement,

- 3 h. the name and address of the legal entity that is the employer, and
- 4 i. all applicable hourly rates in effect during the pay period and the corresponding  
5 number of hours worked at each hourly rate by the employee.

6 126. When DEFENDANTS did not accurately record PLAINTIFF'S and other  
7 CALIFORNIA CLASS members' missed meal and rest breaks, or paid inaccurate missed meal and  
8 rest break premiums, or did not pay for all hours worked, DEFENDANTS violated California Labor  
9 Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA  
10 CLASS members with complete and accurate wage statements which failed to show, among other  
11 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked  
12 and all applicable hourly rates in effect during the pay period and the corresponding amount of time  
13 worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest  
14 periods.

15 127. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the  
16 CALIFORNIA CLASS members with wage statements that accurately provided accurate total  
17 number of hours worked, in violation of California Labor Code Section 226(a)(2).

18 128. In addition to the foregoing, DEFENDANTS failed to provide itemized wage  
19 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the  
20 requirements of California Labor Code Section 226(a)(1)-(9).

21 129. DEFENDANTS knowingly and intentionally failed to comply with California Labor  
22 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of  
23 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended  
24 calculating the correct wages for all missed meal and rest breaks and the amount of employment  
25 taxes which were not properly paid to state and federal tax authorities. These damages are difficult  
26 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect  
27 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the  
28 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period

1 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial  
2 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective  
3 member of the CALIFORNIA CLASS herein).

4 **SEVENTH CAUSE OF ACTION**

5 **Failure To Pay Wages When Due**

6 **(Cal. Lab. Code § 203)**

7 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

11 131. California Labor Code Section 200 provides that:

12 As used in this article:

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

19 132. California Labor Code Section 201 provides, in relevant part, that "If an employer  
20 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable  
21 immediately."

22 133. California Labor Code Section 202 provides, in relevant part, that:  
23 If an employee not having a written contract for a definite period quits his or her  
24 employment, his or her wages shall become due and payable not later than 72 hours  
25 thereafter, unless the employee has given 72 hours previous notice of his or her  
26 intention to quit, in which case the employee is entitled to his or her wages at the time  
27 of quitting. Notwithstanding any other provision of law, an employee who quits without  
28 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so  
requests and designates a mailing address. The date of the mailing shall constitute the  
date of payment for purposes of the requirement to provide payment within 72 hours  
of the notice of quitting.

134. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS  
members' employment contract.

135. California Labor Code Section 203 provides:

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

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

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

### 15 **EIGHTH CAUSE OF ACTION**

#### 16 **Failure To Reimburse Employees for Required Expenses**

17 **(Cal. Lab. Code § 2802)**

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

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

22 139. California Labor Code Section 2802 provides, in relevant part, that:  
23 An employer shall indemnify his or her employee for all necessary expenditures or  
24 losses incurred by the employee in direct consequence of the discharge of his or her  
25 duties, or of his or her obedience to the directions of the employer, even though  
26 unlawful, unless the employee, at the time of obeying the directions, believed them to  
27 be unlawful.

28 140. From time to time during the CLASS PERIOD, DEFENDANTS violated California  
Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the  
CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties  
for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the  
CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of

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

13 141. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred  
14 by them and the CALIFORNIA CLASS members in the discharge of their job duties for  
15 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the  
16 statutory rate and costs under California Labor Code Section 2802.

17 **NINTH CAUSE OF ACTION**

18 **FAILURE TO PAY STATUTORY GRATUITIES**

19 **(Cal. Lab. Code § 351 et seq.)**

20 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all**

21 **Defendants)**

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

25 143. DEFENDANT's conduct, as set forth above, in failing to remit to non-managerial  
26 employees the total proceeds of gratuities added to customers' bills constitutes a violation of  
27 California Labor Code Section 351. This violation is enforceable pursuant to the California Unfair  
28 Competition Law, Cal. Bus. And Prof. Code 17200 et seq. DEFENDANT's conduct constitutes

1 unlawful, unfair, and/or fraudulent business acts or practices, in that DEFENDANT has violated  
2 California Labor Code Section 351 in not remitting to the non-managerial service employees the  
3 total gratuities that were charged to customers.

4 144. As a proximate result of the aforementioned violations, PLAINTIFF and  
5 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,  
6 including the loss of gratuities to which they were entitled. and seek all wages earned and due,  
7 interest, penalties, expenses and costs of suit.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and  
10 severally, as follows:

11 1. On behalf of the CALIFORNIA CLASS:

- 12 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA  
13 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
- 14 b. An order temporarily, preliminarily and permanently enjoining and restraining  
15 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- 16 c. An order requiring DEFENDANTS to pay all overtime wages and all sums  
17 unlawfully withheld from compensation due to PLAINTIFF and the other members  
18 of the CALIFORNIA CLASS; and
- 19 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund  
20 for restitution of the sums incidental to DEFENDANTS' violations due to  
21 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

22 2. On behalf of the CALIFORNIA CLASS:

- 23 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth  
24 [or Eighth, and Ninth] Causes of Action asserted by the CALIFORNIA CLASS as  
25 a class action pursuant to California Code of Civil Procedure Section 382;
- 26 b. Compensatory damages, according to proof at trial, including compensatory  
27 damages for overtime compensation due to PLAINTIFF and the other members of  
28 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest

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thereon at the statutory rate;

- c. Meal and rest period compensation pursuant to California Labor Code Sections 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of California Labor Code Section 226;
- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, in accordance with California Labor Code Section 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On the Ninth Cause of Action

- a. For an award of statutory damages as pled pursuant to Labor Code §§ 226 and 1198.5.
- b. For an injunction compelling production of PLAINTIFF’S employment records pursuant to Labor Code §§ 226, 432 and 1198.5 and the applicable IWC Wage Order.

4. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys’ fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: January 28, 2026

**ZAKAY LAW GROUP, APLC**

By:   
Shani Zakay, Esq.  
Attorney for PLAINTIFF

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**DEMAND FOR A JURY TRIAL**

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

DATED: January 28, 2026

**ZAKAY LAW GROUP, APLC**

By:   
Shani Zakay, Esq.  
Attorney for PLAINTIFF