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FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE) ELECTRONICALLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT 3/25/2024 By: Paola Iniguez Solorio, DEPUTY

BCH= 79 HC 89: 9B85BH. (AVISO AL DEMANDADO):

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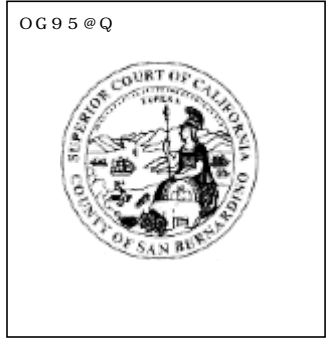
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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

2/9/2024 3:35 PM

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ZAID MAHROOM, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

v.

RUSICH BROTHERS ENTERPRISES, INC. dba VALLEY KIA and VALLEY AUTO CENTER, a California corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: CIVSB2405284

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.

DEMAND FOR A JURY TRIAL

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

THE PARTIES

1. Defendant RUSICH BROTHERS ENTERPRISES, INC. dba VALLEY KIA and VALLEY AUTO CENTER (“DEFENDANT” and/or “DEFENDANTS”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California.

2. DEFENDANT owns and operates car dealerships including in the county of San Bernadino, where PLAINTIFF worked.

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

1 4. The agents, servants, and/or employees of the Defendants and each of them acting
2 on behalf of the DEFENDANT acted within the course and scope of his, her or its authority as
3 the agent, servant and/or employee of the Defendant, and personally participated in the conduct
4 alleged herein on behalf of the Defendant with respect to the conduct alleged herein.
5 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
6 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
7 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
8 Defendants' agents, servants and/or employees.

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

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

20 7. PLAINTIFF was employed by DEFENDANTS in California from December of
21 2022 to July of 2023, paid in part an hourly wage, commission-based compensation, non-
22 discretionary bonuses, and entitled to minimum wages, overtime pay and legally compliant meal
23 and rest periods.

24 8. PLAINTIFF brings this Class Action on behalf of himself and a California class,
25 defined as all current and former non-exempt, exempt, piece-rate based, and/or commission-based
26 employees employed by DEFENDANTS in California ("CALIFORNIA CLASS") at any time
27 during the period beginning four (4) years prior to the filing of this Complaint and ending on the
28 date as determined by the Court (the "CLASS PERIOD"). The amount in controversy for the

1 aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
2 (\$5,000,000.00).

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

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

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

22 **JURISDICTION AND VENUE**

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

27 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
28 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and

1 DEFENDANTS (i) currently maintain and at all relevant times maintained offices and facilities
2 in this County and/or conduct substantial business in this County, and (ii) committed the wrongful
3 conduct herein alleged in this County against members of the CALIFORNIA CLASS.

4 **THE CONDUCT**

5 14. 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, knowingly and systematically
8 failed to provide legally compliant meal and rest periods, failed to accurately compensate
9 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
10 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
11 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to compensate
12 PLAINTIFF and other members of the CALIFORNIA CLASS overtime, sick pay, and meal rest
13 premiums at the correct regular rate, failed to reimburse PLAINTIFF and other CALIFORNIA
14 CLASS Members for business expenses, and failed to issue to PLAINTIFF and the members of
15 the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things,
16 all applicable hourly rates in effect during the pay periods and the corresponding amount of time
17 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
18 purposefully avoid the accurate and full payment for all time worked as required by California
19 law which allows DEFENDANTS to illegally profit and gain an unfair advantage over
20 competitors who comply with the law. To the extent equitable tolling operates to toll claims by
21 the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
22 accordingly.

23 **A. Meal and Rest Period Violations**

24 15. Pursuant to the Industrial Welfare Commission Wage Orders and the California
25 Labor Codes, an employer shall not employ an employee for a work period of more than five (5)
26 hours per day without providing the employee with a meal period of not less than thirty (30)
27 minutes, except that if the total work period per day of the employee is no more than six (6) hours,
28 the meal period may be waived by mutual consent of both the employer and employee. An

1 employer shall not employ an employee for a work period of more than ten (10) hours per day
2 without providing the employee with a second meal period of not less than thirty (30) minutes,
3 except that if the total hours worked is no more than twelve (12) hours, the second meal period
4 may be waived by mutual consent of the employer and the employee only if the first meal period
5 was not waived. If an employer fails to provide an employee with a mandated meal period, the
6 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
7 compensation for each workday that the meal period is not provided.

8 16. From time-to-time during the CALIFORNIA CLASS PERIOD, as a result of
9 understaffing and their rigorous work schedule, PLAINTIFF and other CALIFORNIA CLASS
10 members were from time to time unable to take thirty (30) minute off duty meal breaks and were
11 not fully relieved of duty for meal periods. PLAINTIFF and other CALIFORNIA CLASS
12 Members were from time to time required to perform work as ordered by DEFENDANT for more
13 than five (5) hours during a shift without receiving an off-duty meal break. Further,
14 DEFENDANT from time-to-time failed to provide PLAINTIFF and CALIFORNIA CLASS
15 members with a second off-duty meal period from time to time in which these employees were
16 required by DEFENDANT to work ten (10) hours of work from time to time. PLAINTIFF and
17 the other CALIFORNIA CLASS Members therefore forfeited meal breaks without additional
18 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

19 17. Further, pursuant to the Industrial Welfare Commission Wage Orders,
20 DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS members for all their
21 time worked, meaning the time during which an employee is subject to the control of an employer,
22 including all the time the employee suffered or permitted to work. DEFENDANT required
23 PLAINTIFF and CALIFORNIA CLASS members to work without paying them for all the time
24 they were under the DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF
25 to work while clocked out during what was supposed to be PLAINTIFF's off duty meal break due
26 to PLAINTIFF's rigorous work schedule and DEFENDANT's understaffing. PLAINTIFF was
27 from time to time interrupted by work assignments while clocked out for what should have been
28 PLAINTIFF's off-duty meal break. As a result, the PLAINTIFF and other CALIFORNIA CLASS

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

6 18. Pursuant to the Industrial Welfare Commission Wage Orders and the California
7 Labor Codes, an employer shall authorize and permit all employees to take a rest periods, which
8 so far as practical shall be in the middle of each work period. Generally, an employer must provide
9 ten (10) minutes of paid rest for every four hours or major fraction thereof. If an employer fails
10 to provide an employee a rest period, the employer shall pay the employee one (1) hour of pay at
11 the employee's regular rate of pay for each workday that the rest period is not provided.

12 19. Additionally, during the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
13 CALIFORNIA CLASS members were from time-to-time required to work in excess of four (4)
14 hours without being provided duty-free, uninterrupted, ten (10) minute rest period. Further, for
15 the same reasons, these employees were denied their first rest periods of at least ten (10) minutes
16 for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at
17 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first,
18 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
19 or more from time to time. As a result, PLAINTIFF and the other CALIFORNIA CLASS
20 Members were from time to time required to remain on on-duty and on-call during their rest
21 periods. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with
22 one-hour wages in lieu thereof.

23 **B. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
24 **Sick Pay**

25 20. State law provides that employees must be paid overtime at one-and-one-half times
26 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS were compensated at
27 an hourly rate plus a piece-rate, and/or non-discretionary incentive pay that was tied to specific
28 elements of an employee's performance and/or commissions.

1 21. DEFENDANTS’ non-discretionary commission and bonus program provided the
2 CALIFORNIA CLASS, including PLAINTIFF, with commissions and/or bonus compensation
3 when the employees met the various performance goals set by DEFENDANT. However, when
4 calculating the regular rate of pay, in those pay periods where PLAINTIFF and the CALIFORNIA
5 CLASS worked overtime and earned non-discretionary bonus and/or commission wages,
6 DEFENDANT failed to accurately include the non-discretionary bonus compensation and/or
7 commission wages as part of the employees’ “regular rate of pay.”.

8 22. Management and supervisors described the bonus and commissions programs and
9 commission compensation program to potential and new employees as part of the compensation
10 package for new and used car salespersons including PLAINTIFF and the CALIFORNIA
11 CLASS. As a matter of law, the incentive and commission compensation received by
12 PLAINTIFFS and other CALIFORNIA CLASS members must be included and correctly
13 calculated into the “regular rate of pay” for purposes of overtime and double time compensation,
14 meal and rest period premium payments, and sick pay. DEFENDANT’s failure to do so has
15 resulted in DEFENDANT’s systematic underpayment of overtime and double time compensation,
16 meal and rest period premium payments, and sick pay to PLAINTIFF and other CALIFORNIA
17 CLASS members. Specifically, California Labor Code Section 246 mandates that paid sick time
18 for non-employees shall be calculated in the same manner as the regular rate of pay for the
19 workweek in which the employee uses paid sick time, whether or not the employee actually works
20 overtime in that workweek. DEFENDANTS’ conduct, as articulated herein, by failing to include
21 the incentive compensation as part of the “regular rate of pay” for purposes of sick pay
22 compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is recoverable
23 under Cal. Labor Code Sections 201, 202, 203 and/or 204.

24 23. In violation of the applicable sections of the California Labor Code and the
25 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
26 matter of company policy, practice and procedure, intentionally and knowingly failed to
27 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
28 of pay for all overtime and double time compensation, meal and rest period premium payments,

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

7 **C. Commission and Piece-Rate Violations**

8 24. From time-to-time during the CALIFORNIA CLASS PERIOD, PLAINTIFF and
9 the CALIFORNIA CLASS were paid in part on a commission and/or piece-rate basis. In those
10 instances where PLAINTIFF and the CALIFORNIA CLASS were paid in part on a commission
11 and/or piece-rate basis, PLAINTIFF and the CALIFORNIA CLASS were entitled to be separately
12 compensated for all non-productive time at an hourly rate that is no less than the applicable
13 minimum wage. Notwithstanding, in those instances where PLAINTIFF and the CALIFORNIA
14 CLASS were paid in part on a commission and/or piece-rate basis, DEFENDANT failed to
15 separately compensate PLAINTIFF and the CALIFORNIA CLASS for all non-productive time,
16 including but not limited to, paid rest periods, at an hourly rate that is no less than the applicable
17 minimum wage. As a result, PLAINTIFF and the CALIFORNIA CLASS forfeited minimum
18 wages and overtime wages by DEFENDANT'S failure to separately compensate their non-
19 productive time at an hourly rate that is no less than the applicable minimum wage.

20 25. Further, from time-to-time during the CLASS PERIOD, DEFENDANTS
21 improperly misclassified PLAINTIFF and the CALIFORNIA CLASS members who were paid
22 on a draw versus commission basis as exempt from overtime compensation. During the CLASS
23 PERIOD, DEFENDANTS included advanced draws in order to meet the salary-basis test for the
24 overtime exemption. However, DEFENDANTS cannot rely on advanced draws in order to meet
25 the salary-basis test for such an exemption. (See *Semprini v. Wedbush* (2020) 57 Cal.App.5th 252-
26 254.) As a result, PLAINTIFF and the CALIFORNIA CLASS members who were paid on a draw
27 versus commission basis forfeited overtime wages by DEFENDANTS' failure to accurately
28 classify them as non-exempt from overtime compensation.

1 **D. Off-the-Clock Minimum Wage and Overtime Violations**

2 26. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
3 were required to pay PLAINTIFF and the CALIFORNIA CLASS Members for all their time
4 worked, meaning the time during which an employee is subject to the control of an employer,
5 including all the time the employee is suffered or permitted to work. From time to time,
6 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without
7 paying them for all the time they were under DEFENDANTS' control.

8 27. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited
9 minimum wage and overtime compensation by regularly working without their time being
10 accurately recorded and without compensation at the applicable minimum wage and overtime
11 rates. DEFENDANTS failed to pay PLAINTIFF and other members of the CALIFORNIA
12 CLASS necessary wages for attending for performing work at DEFENDANTS' direction,
13 request, and benefit, while off-the clock. DEFENDANTS' uniform policy and practice not to pay
14 PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced by
15 DEFENDANTS' business records.

16 28. DEFENDANTS directed and directly benefited from the uncompensated off-the-
17 clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

18 29. DEFENDANTS controlled the work schedules, duties, protocols, applications,
19 assignments, and employment conditions of PLAINTIFF and the other members of the
20 CALIFORNIA CLASS.

21 30. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
22 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
23 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
24 wages earned and owed for all the work they performed, including pre-shift, post shift and during
25 meal period off-the-clock work.

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

28

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

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

8 34. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
9 forfeited wages due them for all hours worked at DEFENDANTS’ direction, control and benefit
10 for the time spent working while off-the-clock. DEFENDANTS’ uniform policy and practice to
11 not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked
12 in accordance with applicable law is evidenced by DEFENDANTS’ business records.

13 **E. Unreimbursed Business Expenses**

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

25 36. In the course of their employment, DEFENDANTS required PLAINTIFF and
26 other CALIFORNIA CLASS Members to use their personal cell phones and personal vehicles as
27 a result of and in furtherance of their job duties as employees for DEFENDANT. But for the use
28 of their own personal cell phones and personal vehicles, PLAINTIFF and the CALIFORNIA

1 CLASS Members could not complete their essential job duties, including but not limited to,
2 sending and receiving work-related communications from DEFENDANTS and DEFENDANTS'
3 clients and using personal vehicles to deliver paperwork to DEFENDANT and DEFENDANTS'
4 clients and to provide transportation to DEFENDANTS' . However, DEFENDANTS unlawfully
5 failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for their use of their
6 personal cell phones and personal vehicles. As a result, in the course of their employment with
7 DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS Members incurred
8 unreimbursed business expenses, but were not limited to, costs related to the use of their personal
9 cellular phones and personal vehicles, all on behalf of and for the benefit of DEFENDANTS.

10 **F. Wage Statement Violations**

11 37. California Labor Code Sections 226 and 226.2 require an employer to furnish its
12 employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total
13 hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all
14 deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
15 paid, (7) the name of the employee and only the last four digits of the employee's social security
16 number or an employee identification number other than a social security number, (8) the name
17 and address of the legal entity that is the employer, (9) all applicable hourly rates in effect during
18 the pay period and the corresponding number of hours worked at each hourly rate by the
19 employee; (10) the total hours of compensable rest and recovery periods, the rate of compensation,
20 and the gross wages paid for those periods during the pay period, and (11) the total hours of other
21 nonproductive time, the rate of compensation, and the gross wages paid for that time during the
22 pay period.

23 38. From time-to-time during the CALIFORNIA CLASS PERIOD, DEFENDANT
24 furnished PLAINTIFF and the CALIFORNIA CLASS written wage statements that failed to
25 accurately show (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units
26 earned and any applicable piece-rate, (4) net wages earned, (5) all applicable hourly rates in effect
27 during the pay period and the corresponding number of hours worked at each hourly rate by the
28 employee; (6) the total hours of compensable rest and recovery periods, the rate of compensation,

1 and the gross wages paid for those periods during the pay period, and (7) the total hours of other
2 nonproductive time, the rate of compensation, and the gross wages paid for that time during the
3 pay period.

4 39. In addition to the violations described above, DEFENDANTS, from time to time,
5 failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements
6 that comply with Cal. Lab. Code § 226.

7 40. As a result, DEFENDANTS issued PLAINTIFF and the CALIFORNIA CLASS
8 with wage statements that violate Cal. Lab. Code §§ 226 and 226.2. Further, DEFENDANTS’
9 violations are knowing and intentional, were not isolated or due to an unintentional payroll error
10 due to clerical or inadvertent mistake.

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

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

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

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

28 ///

1 **H. Timekeeping Manipulation**

2 44. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an
3 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
4 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
5 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
6 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
7 unilaterally alter the time recorded in DEFENDANT’S timekeeping system for PLAINTIFF and
8 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
9 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
10 missed rest breaks.

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

14 46. The mutability of the timekeeping system also allowed DEFENDANT to alter
15 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT’S
16 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
17 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
18 were not at all times provided an off-duty meal break. This practice is a direct result of
19 DEFENDANT’S uniform policy and practice of denying employees uninterrupted thirty (30)
20 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

21 47. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
22 forfeited wages due them for all hours worked at DEFENDANT’S direction, control and benefit
23 for the time the timekeeping system was inoperable. DEFENDANT’S uniform policy and
24 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
25 hours worked in accordance with applicable law is evidenced by DEFENDANT’S business
26 records.

27 **I. Unlawful Rounding Practices**

28 48. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in

1 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
2 CALIFORNIA CLASS Members for the actual time these employees worked each day,
3 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding
4 policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
5 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
6 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
7 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
8 these employees for all their time worked, including the applicable overtime compensation for
9 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from
10 time to time, forfeited compensation for their time worked by working without their time being
11 accurately recorded and without compensation at the applicable overtime rates.

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

18 **J. Sick Pay Violations**

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

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

1 of paid sick leave available.

2 **K. Unlawful Deductions**

3 52. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
4 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
5 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
6 DEFENDANTS violated Labor Code § 221.

7 **L. Failure to Provide Personnel Files**

8 53. On August 15, 2023 and September 22, 2023, PLAINTIFF caused written requests
9 via certified mail to be delivered to DEFENDANTS for PLAINTIFF'S personnel and
10 employment records, including but not limited to: (1) payroll records; (2) employment contracts;
11 (3) itemized pay stubs; and (4) PLAINTIFF'S complete employment file.

12 54. DEFENDANTS failed to provide and/or make available to PLAINTIFF his
13 personnel records, payroll records, employment contract, and entire employment file within thirty
14 (30) days of his requests stated above. In fact, as of the date of filing of this complaint,
15 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.
16 DEFENDANTS violated Cal. Lab. Code Section 1198.5 by failing to respond and provide
17 PLAINTIFF with his employment file. Section 1198.5 states that employees (and former
18 employees) have the right to inspect personnel records maintained by the employer "related to the
19 employee's performance or to any grievance concerning the employee." Employers must allow
20 inspection or copying within thirty (30) days of the request. PLAINTIFF is now entitled to and
21 requests injunctive relief to obtain compliance with Cal. Lab. Code Section 1198.5, a statutory
22 penalty, and an award of attorneys' fees and costs for bringing this action.

23 55. Specifically, as to PLAINTIFF, DEFENDANT failed to provide all the legally
24 required off-duty meal breaks to him and paid rest periods to him as required by the applicable
25 Wage Order and Labor Code. DEFENDANT failed to compensate PLAINTIFF for his missed
26 meal and rest breaks. The nature of the work performed by PLAINTIFF did not prevent him from
27 being relieved of all of his duties for the legally required off-duty meal periods. Further,
28 DEFENDANT failed to provide PLAINTIFF with a second off-duty meal period each workday

1 in which PLAINTIFF was required by DEFENDANT to work ten (10) hours of work. As a result,
2 DEFENDANT’S failure to provide PLAINTIFFS with the legally required second off-duty meal
3 period is evidenced by DEFENDANT’s business records. From time to time, and as a result of
4 DEFENDANT not accurately recording all missed meal and rest periods, and failing to pay
5 minimum wages due for all time worked and separate compensation for rest breaks, the wage
6 statements issued to PLAINTIFF by DEFENDANT violated California law, and in particular,
7 Labor Code Section 226(a). Further, DEFENDANT failed to reimburse PLAINTIFF for all
8 required business expenses including for the use of his personal cell phone and personal vehicle.
9 To date, DEFENDANT has yet to pay PLAINTIFF all of his wages due to him and all premiums
10 due to him for missed meal and rest breaks and DEFENDANT has failed to pay any penalty wages
11 owed to him under California Labor Code Section 203. The amount in controversy for
12 PLAINTIFF individually does not exceed \$75,000.

13 THE CALIFORNIA CLASS

14 56. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
15 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL") as a Class
16 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of all current and former non-exempt,
17 exempt, piece-rate based, and/or commission-based employees employed by DEFENDANT in
18 California (“CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior
19 to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS
20 PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS
21 Members is under five million dollars (\$5,000,000.00).

22 57. To the extent equitable tolling operates to toll claims by the CALIFORNIA
23 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
24 accordingly.

25 58. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
26 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
27 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
28 and illegal meal and rest period policies. Defendant further failed to reimburse for business

1 expenses, failed to compensate for off-the-clock work, failed to provide accurate itemized wage
2 statements, and failed to maintain required records, and interest, statutory and civil penalties,
3 attorney's fees, costs, and expenses.

4 59. The members of the class are so numerous that joinder of all class members is
5 impractical.

6 60. Common questions of law and fact regarding DEFENDANTS' conduct, including
7 but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failing to
8 provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure
9 to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least
10 minimum wage and overtime, exist as to all members of the class and predominate over any
11 questions affecting solely any individual members of the class. Among the questions of law and
12 fact common to the class are:

- 13 i. Whether DEFENDANTS maintained legally compliant meal period policies
14 and practices;
- 15 ii. Whether DEFENDANTS maintained legally compliant rest period policies
16 and practices;
- 17 iii. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
18 CLASS Members accurate premium payments for missed meal and rest
19 periods;
- 20 iv. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
21 CLASS Members accurate overtime wages;
- 22 v. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
23 CLASS Members at least minimum wage for all hours worked;
- 24 vi. Whether Defendants failed to compensate PLAINTIFF and the
25 CALIFORNIA CLASS Members for required business expenses;
- 26 vii. Whether DEFENDANTS issued legally compliant wage statements;
- 27 viii. Whether DEFENDANTS committed an act of unfair competition by
28 systematically failing to record and pay PLAINTIFF and the other members
of the CALIFORNIA CLASS for all time worked;

- 1 ix. Whether DEFENDANTS committed an act of unfair competition by
2 systematically failing to record all meal and rest breaks missed by
3 PLAINTIFF and other CALIFORNIA CLASS Members, even though
4 DEFENDANTS enjoyed the benefit of this work, required employees to
5 perform this work and permits or suffers to permit this work;
- 6 x. Whether DEFENDANTS committed an act of unfair competition in
7 violation of the UCL, by failing to provide the PLAINTIFF and the other
8 members of the CALIFORNIA CLASS with the legally required meal and
9 rest periods.

10 61. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as
11 a result of DEFENDANTS' conduct and actions alleged herein.

12 62. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has
13 the same interests as the other members of the class.

14 63. PLAINTIFF will fairly and adequately represent and protect the interests of the
15 CALIFORNIA CLASS Members.

16 64. PLAINTIFF retained able class counsel with extensive experience in class action
17 litigation.

18 65. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
19 interests of the other CALIFORNIA CLASS Members.

20 66. There is a strong community of interest among PLAINTIFF and the members of
21 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
22 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
23 sustained.

24 67. The questions of law and fact common to the CALIFORNIA CLASS Members
25 predominate over any questions affecting only individual members, including legal and factual
26 issues relating to liability and damages.

27 68. A class action is superior to other available methods for the fair and efficient
28 adjudication of this controversy because joinder of all class members is impractical. Moreover,

1 since the damages suffered by individual members of the class may be relatively small, the
2 expense and burden of individual litigation makes it practically impossible for the members of the
3 class individually to redress the wrongs done to them. Without class certification and
4 determination of declaratory, injunctive, statutory and other legal questions within the class
5 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
6 create the risk of:

- 7 i. Inconsistent or varying adjudications with respect to individual members of the
8 CALIFORNIA CLASS which would establish incompatible standards of
9 conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- 10 ii. Adjudication with respect to individual members of the CALIFORNIA
11 CLASS which would as a practical matter be dispositive of the interests of the
12 other members not party to the adjudication or substantially impair or impeded
13 their ability to protect their interests.

14 69. Class treatment provides manageable judicial treatment calculated to bring an
15 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
16 the conduct of DEFENDANTS.

17 **FIRST CAUSE OF ACTION**

18 **Unlawful Business Practices**

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

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

21 70. PLAINTIFF, 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 71. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof. Code
25 § 17021.

26 72. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
27
28

1 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
2 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
3 as follows:

4 Any person who engages, has engaged, or proposes to engage in
5 unfair competition may be enjoined in any court of competent
6 jurisdiction. The court may make such orders or judgments,
7 including the appointment of a receiver, as may be necessary to
8 prevent the use or employment by any person of any practice which
constitutes unfair competition, as defined in this chapter, or as may
be necessary to restore to any person in interest any money or
property, real or personal, which may have been acquired by means
of such unfair competition.

9 Cal. Bus. & Prof. Code § 17203.

10 73. By the conduct alleged herein, DEFENDANT has engaged and continues to engage
11 in a business practice which violates California law, including but not limited to, the applicable
12 Industrial Wage Order(s), the California Code of Regulations and the California Labor Code
13 including Sections 201, 202, 203, 204, 206.5, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198
14 & 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
15 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
16 constitute unfair competition, including restitution of wages wrongfully withheld.

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

22 75. By the conduct alleged herein, DEFENDANT's practices were deceptive and
23 fraudulent in that DEFENDANT's uniform policy and practice failed to pay all minimum and
24 overtime wages due, failed to provide the legally mandated meal and rest periods, failed to pay
25 the required amount of compensation for missed meal and rest periods, and failed to reimburse
26 necessary business expenses incurred due to a systematic business practice that cannot be
27 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
28 requirements in violation of Cal. Bus. Code §§ 17200, et seq., and for which this Court should

1 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
2 restitution of wages wrongfully withheld.

3 76. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
4 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
5 other members of the CALIFORNIA CLASS to be underpaid during their employment with
6 DEFENDANT.

7 77. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
8 unfair and deceptive in that DEFENDANT's uniform policies, practices and procedures failed to
9 provide all legally required meal and rest breaks to PLAINTIFF and the other members of the
10 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

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

16 79. PLAINTIFF further demands on behalf of himself and each member of the
17 CALIFORNIA CLASS one (1) hour of pay for each workday in which a rest period was not given
18 and a premium was not timely provided as required by law.

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

25 81. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
27 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and
28 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business

1 practices in violation of Cal. Bus. & Prof. Code §§ 17200, et seq.

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

7 83. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
8 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
9 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
10 engaging in any unlawful and unfair business practices in the future.

11 84. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
12 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
13 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
14 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
15 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
16 and economic harm unless DEFENDANT is restrained from continuing to engage in these
17 unlawful and unfair business practices.

18 **SECOND CAUSE OF ACTION**

19 **Failure To Pay Minimum Wages**

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

21 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

25 86. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
26 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
27 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
28 minimum wages.

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

3 88. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
4 commission is the minimum wage to be paid to employees, and the payment of a less wage than
5 the minimum so fixed is unlawful.

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

8 90. As set forth above, during the CLASS PERIOD, DEFENDANT maintained a
9 uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA
10 CLASS without regard to the correct amount of time they worked. As set forth herein,
11 DEFENDANT's uniform policy and practice was to unlawfully and intentionally deny timely
12 payment of wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.

13 91. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
14 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
15 implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF
16 and the other members of the CALIFORNIA CLASS regarding minimum wage pay.

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

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

26 94. During the CLASS PERIOD, PLAINTIFF and the other members of the
27 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
28 failure to pay all earned wages.

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

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

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

21 98. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
22 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
23 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
24 California Labor Code and/or other applicable statutes. To the extent minimum wage
25 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
26 terminated their employment, DEFENDANT’s conduct also violates Labor Code §§ 201 and/or
27 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
28 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS

1 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
2 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
3 recover statutory costs.

4 **THIRD CAUSE OF ACTION**

5 **Failure To Pay Overtime Compensation**

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

7 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

8 99. 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.

11 100. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
12 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
13 Welfare Commission requirements for DEFENDANTS' failure to properly compensate the
14 members of the CALIFORNIA CLASS for all overtime worked, including, work performed in
15 excess of eight (8) hours in a workday and/or forty (40) hours in any workweek during the CLASS
16 PERIOD.

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

19 102. Cal. Lab. Code § 510 further provides that employees in California shall not be
20 employed more than eight (8) hours per workday and/or more than forty (40) hours per workweek
21 unless they receive additional compensation beyond their regular wages in amount specified by
22 law.

23 103. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
24 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab.
25 Code § 1198 further states that the employment of an employee for longer hours than those fixed
26 by the Industrial Welfare Commission is unlawful.

27 104. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and CALIFORNIA
28 CLASS Members were required by DEFENDANT to work for DEFENDANT and were not paid

1 for all the time they worked, including overtime work.

2 105. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
3 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
4 implementing a uniform policy and practice that failed to accurately record overtime worked by
5 PLAINTIFF and the other members of the CALIFORNIA CLASS, and denied accurate
6 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime
7 worked, including, the work performed in excess of eight (8) hours in a workday and/or forty (40)
8 hours in any workweek.

9 106. In committing these violations of the California Labor Code, DEFENDANT acted
10 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
11 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
12 laws and regulations.

13 107. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
14 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive full
15 compensation for all overtime worked.

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

23 109. During the CLASS PERIOD, PLAINTIFF and the other members of the
24 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
25 failure to pay all earned wages.

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

1 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
2 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay
3 using the applicable overtime rate as evidenced by DEFENDANT's business records and
4 witnessed by employees.

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

10 112. DEFENDANT knew or should have known that PLAINTIFF and the other
11 members of the CALIFORNIA CLASS are under compensated for their overtime worked.
12 DEFENDANT systematically elected, either through intentional malfeasance or gross
13 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
14 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
15 PLAINTIFF and the other members of the CALIFORNIA CLASS the applicable overtime rate.

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

24 114. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
25 request recovery of all unpaid wages, including overtime wages, according to proof, interest,
26 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a
27 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
28 overtime compensation is determined to be owed to the CALIFORNIA CLASS Members who

1 have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201
2 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under
3 Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
4 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
5 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
6 recover statutory costs.

7 **FOURTH CAUSE OF ACTION**

8 **Failure To Provide Required Meal Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

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

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

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

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

6 **FIFTH CAUSE OF ACTION**

7 **Failure To Provide Required Rest Periods**

8 **(Cal. Lab. Code §§ 226.7 & 512)**

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

10 119. 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.

13 120. During the CLASS PERIOD, PLAINTIFF and the CALIFORNIA CLASS were
14 also required to work in excess of four (4) hours without being provided ten (10) minute rest
15 periods. Further, these employees were denied their first rest periods of at least ten (10) minutes
16 for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at
17 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first,
18 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
19 or more. PLAINTIFF and the CALIFORNIA CLASS were also not provided with one-hour
20 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and the
21 CALIFORNIA CLASS were periodically denied their proper rest periods by DEFENDANT and
22 DEFENDANT's managers.

23 121. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
24 IWC Wage Order by failing to compensate PLAINTIFF and the CALIFORNIA CLASS who were
25 not provided a rest period, in accordance with the applicable Wage Order, one additional hour of
26 compensation at each employee's regular rate of pay for each workday that rest period was not
27 provided.

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

4 **SIXTH CAUSE OF ACTION**

5 **Failure To Provide Accurate Itemized Statements**

6 **(Cal. Lab. Code §§ 226)**

7 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

8 123. 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 1. Cal. Labor Code § 226 provides that an employer must furnish employees with an
12 “accurate itemized” statement in writing showing: (1) Gross wages earned; (2) Total hours
13 worked by the employee, except for any employee whose compensation is solely based on a salary
14 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any
15 applicable order of the Industrial Welfare Commission; (3) The number of piece-rate units earned
16 and any applicable piece rate if the employee is paid on a piece-rate basis; (4) All deductions,
17 provided that all deductions made on written orders of the employee may be aggregated and
18 shown as one item; (5) Net wages earned; (6) The inclusive dates of the period for which the
19 employee is paid; (7) The name of the employee and his or her social security number, except
20 that by January 1, 2008, only the last four digits of his or her social security number or an
21 employee identification number other than a social security number may be shown on the itemized
22 statement; (8) The name and address of the legal entity that is the employer, and (9) All applicable
23 hourly rates in effect during the pay period and the corresponding number of hours worked at
24 each hourly rate by the employee.

25 2. During the CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF
26 and the other members of the CALIFORNIA CLASS with complete and accurate wage statements
27 which failed to accurately show, among other things, (1) Gross wages earned; (2) Total hours
28 worked by the employee, (3) The number of piece-rate units earned and any applicable piece rate

1 if the employee is paid on a piece-rate basis; (4) All deductions; (5) Net wages earned; and (6) all
2 applicable hourly rates in effect during the pay period and the corresponding number of hours
3 worked at each hourly rate.

4 3. Further, during the CLASS PERIOD, DEFENDANTS also failed to provide
5 PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate
6 wage statements in compliance with Cal. Labor Code Section 226.2, which failed to accurately
7 show, among other things: (1) the total hours of compensable rest and recovery periods; and (2)
8 the total hours of other nonproductive time, the rate of compensation for the nonproductive time
9 and the gross wages paid for the nonproductive time during the applicable pay period.

10 4. PLAINTIFFS and the members of the CALIFORNIA CLASS were injured by
11 DEFENDANTS' violations in that they could not promptly and easily determine from the wage
12 statement alone, the amount of gross or net wages paid, the total hours worked, the number of
13 piece-rate units earned and any applicable piece-rate, all applicable hourly rates in effect during
14 the pay period and the corresponding number of hours worked at each hourly rate to the employee
15 during the applicable pay period.

16 5. DEFENDANTS violations of Cal. Labor Code § 226 and 226.2 were knowing and
17 intentional in that DEFENDANTS willfully intended to issue wage statements that were out of
18 compliance with § 226 and 226.2.

19 124. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor
20 Code § 226 and 226.2, causing injury and damages to the PLAINTIFF and the other members of
21 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended
22 calculating the correct rates for the overtime worked and the amount of employment taxes which
23 were not properly paid to state and federal tax authorities. These damages are difficult to estimate.
24 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
25 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
26 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
27 pursuant to Cal. Lab. Code § 226, and all other damages and penalties available pursuant to Labor
28 Code § 226.2(a)(6), all in an amount according to proof at the time of trial (but in no event more

1 than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
2 CALIFORNIA CLASS herein).

3 **SEVENTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code §§ 203)**

6 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

9 126. Cal. Lab. Code § 200 provides, in relevant part, that:

10 As used in this article:(a) "Wages" includes all amounts for labor
11 performed by employees of every description, whether the amount is
12 fixed or ascertained by the standard of time, task, piece, Commission
13 basis, or other method of calculation. (b) "Labor" includes labor, work,
14 or service whether rendered or performed under contract, subcontract,
15 partnership, station plan, or other agreement if the labor to be paid for
16 is performed personally by the person demanding payment.

17 127. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges an
18 employee, the wages earned and unpaid at the time of discharge are due and payable
19 immediately."

20 128. Cal. Lab. Code § 202 provides, in relevant part, that:

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

1 date of the mailing shall constitute the date of payment for purposes
2 of the requirement to provide payment within 72 hours of the notice
3 of quitting.

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

6 130. Cal. Lab. Code § 203 provides, in relevant part, that:

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

13
14 131. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
15 terminated and DEFENDANT has not tendered payment of all wages owed as required by law.

16 132. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
17 members of the CALIFORNIA CLASS whose employment has terminated and who have unpaid
18 minimum and/or overtime wages and/or missed meal and rest breaks without being paid the
19 legally required penalties by DEFENDANT, PLAINTIFF demands up to thirty days of pay as
20 penalty for not timely paying all wages due at time of termination for all employees who
21 terminated employment during the CLASS PERIOD plus interest and statutory costs as allowed
22 by law.

23 **EIGHTH CAUSE OF ACTION**

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

25 **(Cal. Lab. Code §§ 2802)**

26 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

1 Complaint.

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

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

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

27 136. PLAINTIFF therefore demands reimbursement on behalf of the members of the
28 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and

1 on behalf of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with
2 interest at the statutory rate and costs under Cal. Lab. Code § 2802.

3 **PRAYER FOR RELIEF**

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

6 1. On behalf of the CALIFORNIA CLASS:

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

17 2. On behalf of the CALIFORNIA CLASS:

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

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

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

An award of penalties, attorneys' fees and costs of suit, as allowable under the law


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

4. On all claims:

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

DATED: February 9, 2024

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: February 9, 2024

ZAKAY LAW GROUP, APLC

By: _____



Shani O. Zakay, Esq.
Attorneys for PLAINTIFF

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