

**SUMMONS  
(CITACION JUDICIAL)**

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

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

BASIN VALVE COMPANY, a California Corporation; BLAIR – MARTIN CO., INC.; and DOES 1-50, Inclusive,

**ELECTRONICALLY FILED**

1/12/2021

**Kern County Superior Court**

**By Sophia Munoz Alvarez, Deputy**

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

JOSE DOMINGUEZ on behalf of himself and on behalf of all persons similarly situated,

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.

*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.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), 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.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.*

The name and address of the court is:  
(El nombre y dirección de la corte es):

Kern Superior Court  
1415 Truxtun Avenue  
Bakersfield, CA 93301

CASE NUMBER: **BCV-21-100069**  
(Número del Caso):

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. (SBN 277924); T: 619-255-9047; F: 858-404-9203

Zakay Law Group, APLC - 3990 Old Town Avenue, Suite C204, San Diego, CA 92110

DATE: **1/12/2021**  
(Fecha) **TAMARAH HARBER-PICKENS**

Clerk, by *[Signature]*, Deputy  
(Secretario) **(Adjunto)**

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**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**  
Shani O. Zakay (State Bar #277924)  
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San Diego, CA 92110  
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**ELECTRONICALLY FILED**  
**1/12/2021 11:08 AM**  
**Kern County Superior Court**  
By Sophia Munoz Alvarez, Deputy

4 **JCL LAW FIRM, APC**  
5 Jean-Claude Lapuyade (State Bar #248676)  
3990 Old Town Avenue, Suite C204  
6 San Diego, CA 92110  
7 Telephone: (619)599-8292  
Facsimile: (619) 599-8291

8 Attorneys for Plaintiff

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF KERN**

12 JOSE DOMINGUEZ on behalf of himself  
and on behalf of all persons similarly  
13 situated,

14 Plaintiff,

15 v.

16 BASIN VALVE COMPANY, a California  
Corporation; BLAIR – MARTIN CO., INC.;  
17 and DOES 1-50, Inclusive,

18 Defendants.

Case No: BCV-21-100069

**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 REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

**DEMAND FOR A JURY TRIAL**

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

4 **PRELIMINARY ALLEGATIONS**

5 1. Defendant BASIN VALVE COMPANY (“Defendant BVC”) is a California  
6 corporation and at all relevant times mentioned herein conducted and continues to conduct  
7 substantial and regular business throughout California.

8 2. Defendant BLAIR – MARTIN CO., INC. (“Defendant BMC”) is a California  
9 corporation and at all relevant times mentioned herein conducted and continues to conduct  
10 substantial and regular business throughout California.

11 3. Defendant BVC and Defendant BMC were the joint employers of PLAINTIFF as  
12 evidenced by the contracts signed and by the company the PLAINTIFF performed work for  
13 respectively, and are therefore jointly responsible as employers for the conduct alleged herein and  
14 collectively referred to herein as “DEFENDANTS”.

15 4. DEFENDANTS, own and operate a valve repair business in California, including  
16 the Bakersfield, California branch where PLAINTIFF worked.

17 5. PLAINTIFF was employed by DEFENDANTS in California as a non-exempt  
18 employee entitled to minimum wages, overtime pay and meal and rest periods from June of 2012  
19 to February of 2019. PLAINTIFF was at all times relevant mentioned herein classified by  
20 DEFENDANTS as a non-exempt employee paid on an hourly basis, entitled to minimum wage  
21 and overtime pay and to compliant meal and rest breaks.

22 6. PLAINTIFF bring this Class Action on behalf of himself and a California class,  
23 defined as all individuals who are or previously were employed by Defendant BVC and/or  
24 Defendant BMC in California and classified as non-exempt employees (the “CALIFORNIA  
25 CLASS”) at any time during the period beginning four (4) years prior to the filing of the  
26 Complaint and ending on the date as determined by the Court (the “CALIFORNIA CLASS  
27 PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS  
28 Members is under five million dollars (\$5,000,000.00).

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

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

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

**THE CONDUCT**

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2           10. 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. Specifically, due to  
8 DEFENDANTS’ unlawful rounding policy, PLAINTIFF performed work before and after the  
9 beginning of his shift, spending time under DEFENDANTS’ control for which he was not  
10 compensated. Moreover, PLAINTIFF and other CALIFORNIA CLASS Members were not  
11 compensated for work they performed while “on-call” for DEFENDANTS. As a result, the  
12 PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage and overtime  
13 compensation by regularly working without their time being accurately recorded and without  
14 compensation at the applicable minimum wage and overtime rates. DEFENDANTS’ uniform  
15 policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all  
16 time worked is evidenced by DEFENDANTS’ business records.

17           11. DEFENDANTS consistently required PLAINTIFF and CALIFORNIA CLASS  
18 Members to work off the clock without paying them for all the time they were under  
19 DEFENDANTS’ control performing work duties. From time to time, when PLAINTIFF and  
20 CALIFORNIA CLASS Members performed work for DEFENDANTS, the work was rounded  
21 out and PLAINTIFF and CALIFORNIA CLASS Members did not receive compensation for that  
22 time. Specifically, DEFENDANTS would round out PLAINTIFF’s and CALIFORNIA CLASS  
23 Members’ time by recording pre-set hours worked and meal breaks on paper timesheets,  
24 regardless of the actual time PLAINTIFF and CALIFORNIA CLASS Members performed work  
25 for DEFENDANTS. Further, PLAINTIFF and CALIFORNIA CLASS Members were from time  
26 to time required to travel to DEFENDANTS’ office and retrieve supplies before traveling to their  
27 job sites. DEFENDANTS failed to compensate PLAINTIFF and CALIFORNIA CLASS  
28 Members for their time spent under DEFENDANTS’ control while traveling from

1 DEFENDANTS’ office to the job site. Finally, DEFENDANTS failed to compensate PLAINTIFF  
2 and CALIFORNIA CLASS Members for their time spent “on-call” while under DEFENDANTS’  
3 control. As such, PLAINTIFF and CALIFORNIA CLASS Members were not compensated by  
4 DEFENDANTS for all time worked.

5 12. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited  
6 hours worked by regularly working without their time being accurately recorded and without  
7 compensation at the applicable overtime rates. DEFENDANTS’ uniform policy and practice not  
8 to pay PLAINTIFF and other CALIFORNIA CLASS Members for all hours worked, including  
9 overtime hours worked, is evidenced by DEFENDANTS’ business records.

10 13. In sum, during the CALIFORNIA CLASS PERIOD, PLAINTIFF and  
11 CALIFORNIA CLASS Members consistently performed work off-the-clock without the legally  
12 required minimum and/or overtime compensation for such work. This off-the-clock work was  
13 performed as a result of common-policies applicable to all CALIFORNIA CLASS Members.  
14 DEFENDANTS knew that this work was being performed by PLAINTIFF and the CALIFORNIA  
15 CLASS Members without compensation. As a result, the PLAINTIFF and the other members of  
16 the CALIFORNIA CLASS forfeited hours worked by regularly working without their work being  
17 accurately recorded and without compensation. DEFENDANTS’ conduct as alleged herein was  
18 willful, intentional and not in good faith.

19 14. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA  
20 CLASS Members were also from time to time unable to take off duty meal breaks and were not  
21 fully relieved of duty for meal periods. PLAINTIFF and other CALIFORNIA CLASS Members  
22 were required to perform work as ordered by DEFENDANTS for more than five (5) hours during  
23 a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to provide  
24 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period each  
25 workday in which these employees were required by DEFENDANTS to work ten (10) hours of  
26 work. PLAINTIFF and the other CALIFORNIA CLASS Members therefore forfeited meal breaks  
27 without additional compensation and in accordance with DEFENDANTS’ strict corporate policy  
28 and practice.

1           15.     During the CALIFORNIA CLASS PERIOD, from time to time, PLAINTIFF and  
2 other CALIFORNIA CLASS Members were also required to work in excess of four (4) hours  
3 without being provided ten (10) minute rest periods. Further, these employees were denied their  
4 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)  
5 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between  
6 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for  
7 some shifts worked of ten (10) hours or more. When they did have an opportunity to take their  
8 rest breaks, PLAINTIFF and the CALIFORNIA CLASS Members were required to remain on the  
9 premises, on-duty and on-call, and subject to DEFENDANTS' control in accordance with  
10 DEFENDANTS' written policy. PLAINTIFF and other CALIFORNIA CLASS Members were  
11 also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,  
12 PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper  
13 rest periods by DEFENDANTS and DEFENDANTS' managers.

14           16.     Under California law, every employer shall pay to each employee, on the  
15 established payday for the period involved, not less than the applicable minimum wage for all  
16 hours worked in the payroll period, whether the remuneration is measured by time, piece,  
17 commission, or otherwise. Hours worked is defined in the applicable Wage Order as "the time  
18 during which an employee is subject to the control of an employer and includes all the time the  
19 employee is suffered or permitted to work, whether or not required to do so."

20           17.     In violation of the applicable sections of the California Labor Code and the  
21 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a  
22 matter of company policy, practice and procedure, intentionally and knowingly failed to  
23 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for all time  
24 worked. This uniform policy and practice of DEFENDANTS is intended to purposefully avoid  
25 the payment of the correct compensation as required by California law which allowed  
26 DEFENDANTS to illegally profit and gain an unfair advantage over competitors who complied  
27 with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS  
28 against DEFENDANTS, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

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

12           19.     In the course of their employment, PLAINTIFF and other CALIFORNIA CLASS  
13 Members as a business expense, were required by DEFENDANTS to use their own personal  
14 vehicles as a result of and in furtherance of their job duties as employees for DEFENDANTS but  
15 were not reimbursed or indemnified by DEFENDANTS for the cost associated with the use of  
16 their personal vehicles for DEFENDANTS' benefit. Specifically, PLAINTIFF and other  
17 CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal vehicles  
18 for work related issues. As a result, in the course of their employment with DEFENDANTS the  
19 PLAINTIFF and other members of the CALIFORNIA CLASS incurred unreimbursed business  
20 expenses which included, but were not limited to, costs related to the use of their personal vehicles  
21 all on behalf of and for the benefit of DEFENDANTS.

22           20.     By reason of this uniform conduct applicable to PLAINTIFF and all  
23 CALIFORNIA CLASS Members, DEFENDANTS committed acts of unfair competition in  
24 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the  
25 "UCL"), by engaging in a company-wide policy and procedure which failed to accurately  
26 calculate and record all missed meal and rest periods by PLAINTIFF and other CALIFORNIA  
27 CLASS Members, and failed to pay PLAINTIFF and other CALIFORNIA CLASS Members the  
28 correct overtime rate. The proper recording of these employees' missed meal and rest breaks, and



1 proper payment of minimum wages and overtime, is the DEFENDANTS' burden. As a result of  
2 DEFENDANTS' intentional disregard of the obligation to meet this burden, DEFENDANTS  
3 failed to properly pay all required compensation for work performed by the members of the  
4 CALIFORNIA CLASS and violated the California Labor Code and regulations promulgated  
5 thereunder as herein alleged.

6 21. Specifically, as to PLAINTIFF's pay, he was from time to time unable to take off  
7 duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods, and was  
8 required to remain on-duty and on-call while on those breaks. PLAINTIFF was required to  
9 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without  
10 receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF with a  
11 second off-duty meal period each workday in which he was required by DEFENDANTS to work  
12 ten (10) hours of work. When DEFENDANTS provided PLAINTIFF with a rest break, they  
13 required PLAINTIFF to remain on the premises, on-duty and on-call, for the rest break.  
14 PLAINTIFF therefore forfeited meal and rest breaks without additional compensation and in  
15 accordance with DEFENDANTS' strict corporate policy and practice. To date, DEFENDANTS  
16 has not fully paid PLAINTIFF the overtime compensation still owed to him or any penalty wages  
17 owed to him under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually  
18 does not exceed the sum or value of \$75,000.

### 19 JURISDICTION AND VENUE

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

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

**THE CALIFORNIA CLASS**

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2           24.     PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
3 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
4 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all  
5 individuals who are or previously were employed by Defendant BVC and/or Defendant BMC in  
6 California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time  
7 during the period beginning four (4) years prior to the filing of the original complaint and ending  
8 on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in  
9 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million  
10 dollars (\$5,000,000.00).

11           25.     To the extent equitable tolling operates to toll claims by the CALIFORNIA  
12 CLASS against DEFENDANTS, the CALIFORNIA CLASS PERIOD should be adjusted  
13 accordingly.

14           26.     DEFENDANTS, as a matter of company policy, practice and procedure, and in  
15 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order  
16 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
17 willfully, engaged in a practice whereby DEFENDANTS systematically failed to record all meal  
18 and rest breaks missed by PLAINTIFF and the other members of the CALIFORNIA CLASS,  
19 even though DEFENDANTS enjoyed the benefit of this work, required employees to perform  
20 this work and permitted or suffered to permit this work.

21           27.     DEFENDANTS have the legal burden to establish that each and every  
22 CALIFORNIA CLASS Member was paid accurately and was provided all meal and rest breaks  
23 missed as required by California laws. DEFENDANTS, however, as a matter of uniform and  
24 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS  
25 PERIOD and still fails to have in place a policy or practice to ensure that each and every  
26 CALIFORNIA CLASS Member is paid as required by law, so as to satisfy its burden. This  
27 common business practice applicable to each and every CALIFORNIA CLASS Member can be  
28 adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business &

1 Professions Code §§ 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not  
2 elements of this claim.

3 28. The CALIFORNIA CLASS is so numerous that joinder of all CALIFORNIA  
4 CLASS Members is impracticable.

5 29. DEFENDANTS uniformly violated the rights of the CALIFORNIA CLASS under  
6 California law by:

- 7 a. Violating the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§  
8 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place company  
9 policies, practices and procedures that failed to pay all wages due the  
10 CALIFORNIA CLASS for all time worked;
- 11 b. Committing an act of unfair competition in violation of the California Unfair  
12 Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by failing to provide  
13 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA  
14 CLASS members;
- 15 c. Committing an act of unfair competition in violation of, Cal. Bus. & Prof. Code  
16 §§ 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place  
17 company policies, practices and procedures that uniformly and systematically  
18 failed to record and pay PLAINTIFF and other members of the CALIFORNIA  
19 CLASS for all time worked, including minimum wages owed and overtime wages  
20 owed for work performed by these employees; and
- 21 d. Committing an act of unfair competition in violation of the California Unfair  
22 Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by violating Cal. Lab.  
23 Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA CLASS  
24 members with necessary expenses incurred in the discharge of their job duties.

25 30. The Class Action meets the statutory prerequisites for the maintenance of a Class  
26 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

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- a. The persons who comprise the CALIFORNIA CLASS are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA CLASS will apply uniformly to every member of the CALIFORNIA CLASS;
- c. The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members of the CALIFORNIA CLASS, were classified as a non- exempt employee paid on an hourly basis who was subjected to the DEFENDANTS’ deceptive practice and policy which failed to provide the legally required meal and rest periods to the CALIFORNIA CLASS and thereby systematically underpaid compensation to PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANTS’ employment practices. PLAINTIFF and the members of the CALIFORNIA CLASS were and are similarly or identically harmed by the same unlawful, deceptive, unfair and pervasive pattern of misconduct engaged in by DEFENDANTS; and
- d. The representative PLAINTIFF will fairly and adequately represent and protect the interest of the CALIFORNIA CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFF and the members of the CALIFORNIA CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all CALIFORNIA CLASS Members.

31. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

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- a. Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:
  - i. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or;
  - ii. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.
- b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANTS uniformly failed to pay all wages due for all time worked by the members of the CALIFORNIA CLASS as required by law;
  - i. With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANTS’ policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;
- c. Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available

1 methods for the fair and efficient adjudication of the controversy, including  
2 consideration of:

3 i. The interests of the members of the CALIFORNIA CLASS in individually  
4 controlling the prosecution or defense of separate actions in that the  
5 substantial expense of individual actions will be avoided to recover the  
6 relatively small amount of economic losses sustained by the individual  
7 CALIFORNIA CLASS Members when compared to the substantial  
8 expense and burden of individual prosecution of this litigation;

9 ii. Class certification will obviate the need for unduly duplicative litigation  
10 that would create the risk of:

11 1. Inconsistent or varying adjudications with respect to individual  
12 members of the CALIFORNIA CLASS, which would establish  
13 incompatible standards of conduct for the DEFENDANTS; and/or;

14 2. Adjudications with respect to individual members of the  
15 CALIFORNIA CLASS would as a practical matter be dispositive  
16 of the interests of the other members not parties to the adjudication  
17 or substantially impair or impede their ability to protect their  
18 interests;

19 iii. In the context of wage litigation, because a substantial number of  
20 individual CALIFORNIA CLASS Members will avoid asserting their legal  
21 rights out of fear of retaliation by DEFENDANTS, which may adversely  
22 affect an individual's job with DEFENDANTS or with a subsequent  
23 employer, the Class Action is the only means to assert their claims through  
24 a representative; and

25 iv. A class action is superior to other available methods for the fair and  
26 efficient adjudication of this litigation because class treatment will obviate  
27 the need for unduly and unnecessary duplicative litigation that is likely to  
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result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

32. The Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- a. The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANTS’ employment practices are uniform and systematically applied with respect to the CALIFORNIA CLASS.
- b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- c. The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANTS’ actions have inflicted upon the CALIFORNIA CLASS;
- f. There is a community of interest in ensuring that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;
- g. DEFENDANTS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA CLASS as a whole;

1 h. The members of the CALIFORNIA CLASS are readily ascertainable from the  
2 business records of DEFENDANTS; and

3 i. Class treatment provides manageable judicial treatment calculated to bring an  
4 efficient and rapid conclusion to all litigation of all wage and hour related claims  
5 arising out of the conduct of DEFENDANTS as to the members of the  
6 CALIFORNIA CLASS.

7 33. DEFENDANTS maintain records from which the Court can ascertain and identify  
8 by job title each of DEFENDANTS' employees who as have been systematically, intentionally  
9 and uniformly subjected to DEFENDANTS' company policy, practices and procedures as herein  
10 alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles  
11 of similarly situated employees when they have been identified.

12 **THE CALIFORNIA LABOR SUB-CLASS**

13 34. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, and Seventh  
14 causes of Action on behalf of a California sub-class, defined as all members of the CALIFORNIA  
15 CLASS classified as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any  
16 time during the period three (3) years prior to the filing of the original complaint and ending on  
17 the date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")  
18 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of  
19 CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

20 35. DEFENDANTS, as a matter of company policy, practice and procedure, and in  
21 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order  
22 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
23 willfully, engaged in a practice whereby DEFENDANTS failed to correctly pay for the time  
24 worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, and  
25 other wages and premiums owed to these employees, even though DEFENDANTS enjoyed the  
26 benefit of this work, required employees to perform this work and permitted or suffered to permit  
27 this overtime work. DEFENDANTS has uniformly denied these CALIFORNIA LABOR SUB-  
28 CLASS Members wages to which these employees are entitled in order to unfairly cheat the



1 competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the  
2 CALIFORNIA LABOR SUB-CLASS against DEFENDANTS, the CALIFORNIA LABOR  
3 SUB-CLASS PERIOD should be adjusted accordingly.

4 36. DEFENDANTS maintain records from which the Court can ascertain and identify  
5 by name and job title, each of DEFENDANTS' employees who have been systematically,  
6 intentionally and uniformly subjected to DEFENDANTS' company policy, practices and  
7 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include any  
8 additional job titles of similarly situated employees when they have been identified.

9 37. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
10 CALIFORNIA LABOR SUB-CLASS Members is impracticable

11 38. Common questions of law and fact exist as to members of the CALIFORNIA  
12 LABOR SUB-CLASS, including, but not limited, to the following:

- 13 a. Whether DEFENDANTS unlawfully failed to correctly calculate and pay  
14 compensation due to members of the CALIFORNIA LABOR SUB- CLASS for  
15 missed meal and rest breaks in violation of the California Labor Code and  
16 California regulations and the applicable California Wage Order;
- 17 b. Whether DEFENDANTS failed to provide PLAINTIFF and the other members of  
18 the CALIFORNIA LABOR SUB-CLASS with legally required uninterrupted  
19 thirty (30) minute meal breaks and rest periods;
- 20 c. Whether DEFENDANTS unlawfully failed to correctly calculate and pay  
21 minimum wage and overtime compensation to members of the CALIFORNIA  
22 LABOR SUB-CLASS in violation of the California Labor Code and California  
23 regulations and the applicable California Wage Order;
- 24 d. Whether DEFENDANTS have engaged in unfair competition by the above-listed  
25 conduct;
- 26 e. The proper measure of damages and penalties owed to the members of the  
27 CALIFORNIA LABOR SUB-CLASS; and
- 28 f. Whether DEFENDANTS' conduct was willful.

1           39.    DEFENDANTS violated the rights of the CALIFORNIA LABOR SUB-CLASS  
2 under California law by:

- 3           a.    Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay PLAINTIFFS  
4           and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for  
5           overtime worked, for which DEFENDANTS are liable pursuant to Cal. Lab. Code  
6           § 1194;
- 7           b.    Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately  
8           pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS  
9           the correct minimum wage pay for which DEFENDANTS are liable pursuant to  
10          Cal. Lab. Code §§ 1194 and 1197;
- 11          c.    Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and  
12          the other members of the CALIFORNIA CLASS with all legally required off-duty,  
13          uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;
- 14          d.    Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the  
15          CALIFORNIA CLASS members with necessary expenses incurred in the  
16          discharge of their job duties; and
- 17          e.    Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an  
18          employee is discharged or quits from employment, the employer must pay the  
19          employee all wages due without abatement, by failing to tender full payment  
20          and/or restitution of wages owed or in the manner required by California law to  
21          the members of the CALIFORNIA LABOR SUB-CLASS who have terminated  
22          their employment.

23          40.    This Class Action meets the statutory prerequisites for the maintenance of a Class  
24 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 25          a.    The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so  
26          numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members  
27          is impracticable and the disposition of their claims as a class will benefit the parties  
28          and the Court;

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- b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply uniformly to every member of the CALIFORNIA LABOR SUB-CLASS;
- c. The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABORSUB-CLASS, was a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANTS’ practice and policy which failed to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANTS’ employment practices. PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed by the same unlawful, deceptive, unfair and pervasive pattern of misconduct engaged in by DEFENDANTS; and
- d. The representative PLAINTIFF will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

41. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- a. Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA LABOR SUB-CLASS will create the risk of:

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- i. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or
  - ii. Adjudication with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.
- b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANTS uniformly failed to pay all wages due for all time worked by the members of the CALIFORNIA LABOR SUB-CLASS as required by law;
- c. Common questions of law and fact predominate as to the members of the CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California Law as listed above, and predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
- i. The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
  - ii. Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

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1. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANTS; and/or,

2. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

iii. In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANTS, which may adversely affect an individual’s job with DEFENDANTS or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

42. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

a. The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;

b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of

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- individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- c. The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;
  - d. PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
  - e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANTS’ actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;
  - f. There is a community of interest in ensuring that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
  - g. DEFENDANTS has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
  - h. The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANTS. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members classified as non-exempt employees during the CALIFORNIA LABOR SUB-CLASS PERIOD; and
  - i. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims

1 arising out of the conduct of DEFENDANTS as to the members of the  
2 CALIFORNIA LABOR SUB-CLASS.

3 **FIRST CAUSE OF ACTION**

4 **UNLAWFUL BUSINESS PRACTICES**

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

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

7 43. 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 44. DEFENDANTS are a “person” as that term is defined under Cal. Bus. And Prof.  
11 Code § 17021.

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

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

23 46. By the conduct alleged herein, DEFENDANTS have engaged and continues to  
24 engage in a business practice which violates California law, including but not limited to, the  
25 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
26 including Sections 201, 202, 203, 204, 206.5, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198,  
27 and 2802 for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
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1 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
2 constitute unfair competition, including restitution of wages wrongfully withheld.

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

9 48. By the conduct alleged herein, DEFENDANTS' practices were deceptive and  
10 fraudulent in that DEFENDANTS' uniform policy and practice failed to pay PLAINTIFF, and  
11 other members of the CALIFORNIA CLASS, wages due, failed to accurately to record the time  
12 worked and failed to reimburse for expenses due to a systematic practice that cannot be justified,  
13 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in  
14 violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive  
15 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages  
16 wrongfully withheld.

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

21 50. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
22 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
23 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members.

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



1           52.     PLAINTIFF further demands on behalf of himself 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           53.     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, and has deprived them of  
7 valuable rights and benefits guaranteed by law and contract, all to the detriment of these  
8 employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly  
9 compete against competitors who comply with the law.

10          54.     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 Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15          55.     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.

20          56.     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  
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from  
23 engaging in any unlawful and unfair business practices in the future.

24          57.     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 LABOR SUB-CLASS against ALL**  
7 **Defendants)**

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

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

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

17 61. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the  
18 commission is the minimum wage to be paid to employees, and the payment of a wage less than  
19 the minimum so fixed is unlawful.

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

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

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

1 of implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF  
2 and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage  
3 pay.

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

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

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

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

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

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1           73.    PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
2 bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code  
3 and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately  
4 calculate the applicable rates for all overtime worked by PLAINTIFF and other members of the  
5 CALIFORNIA LABOR SUB-CLASS and DEFENDANTS' failure to properly compensate the  
6 members of the CALIFORNIA LABOR SUB-CLASS for overtime worked, including, work  
7 performed in excess of eight (8) hours in a workday and/or forty (40) hours in any workweek.

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

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

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

18          77.    DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and  
19 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct  
20 amount of overtime worked and correct applicable overtime rate for the amount of overtime they  
21 worked. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and  
22 intentionally deny timely payment of wages due for the overtime worked by PLAINTIFF and the  
23 other members of the CALIFORNIA LABOR SUB-CLASS, and DEFENDANTS in fact failed  
24 to pay these employees the correct applicable overtime wages for all overtime worked.

25          78.    DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
26 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result  
27 of implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF  
28 and the other members of the CALIFORNIA LABOR SUB-CLASS for all overtime worked,

1 including, the work performed in excess of eight (8) hours in a workday and/or forty (40) hours  
2 in any workweek.

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

9 80. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
10 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive  
11 full compensation for all overtime worked.

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

20 82. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
21 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked than  
22 they were entitled to, constituting a failure to pay all earned wages.

23 83. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the  
24 CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in  
25 excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 &  
26 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
27 CLASS were required to work, and did in fact work, overtime as to which DEFENDANTS failed  
28

1 to accurately record and pay using the applicable overtime rate as evidenced by DEFENDANTS’  
2 business records and witnessed by employees.

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

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

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

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

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

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**

8 **(Cal. Lab. Code §§ 226.7 & 512)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
10 **Defendants)**

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

14 89. During the CALIFORNIA CLASS PERIOD, DEFENDANTS failed to provide all  
15 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR  
16 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of  
17 the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did  
18 not prevent these employees from being relieved of all of their duties for the legally required off-  
19 duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other  
20 CALIFORNIA LABOR SUB-CLASS Members were often not fully relieved of duty by  
21 DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide  
22 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal  
23 breaks prior to their fifth (5th) hour of work and prior to their tenth (10th) hour of work is  
24 evidenced by DEFENDANTS' business records. As a result, PLAINTIFF and other members of  
25 the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional  
26 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

27 90. DEFENDANTS further violated California Labor Code §§ 226.7 and the  
28 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR



1 SUB-CLASS Members who were not provided a meal period, in accordance with the applicable  
2 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each  
3 workday that a meal period was not provided.

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

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE REQUIRED REST PERIODS**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
11 **Defendants)**

12 92. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
13 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of  
14 this Complaint.

15 93. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were  
16 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.  
17 Further, these employees were denied their first rest periods of at least ten (10) minutes for some  
18 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)  
19 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and  
20 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.  
21 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided  
22 with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF  
23 and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper  
24 rest periods by DEFENDANTS and DEFENDANTS' managers. When DEFENDANTS provides  
25 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with rest break, they  
26 required PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members to stay on  
27 DEFENDANTS' premises for those rest breaks.

1 94. DEFENDANTS further violated California Labor Code §§ 226.7 and the  
2 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR  
3 SUB-CLASS Members who were not provided a rest period, in accordance with the applicable  
4 Wage Order, one additional hour of compensation at each employee’s regular rate of pay for each  
5 workday that rest period was not provided.

6 95. As a proximate result of the aforementioned violations, PLAINTIFF and  
7 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to  
8 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRES EXPENSES**

11 **(Cal. Lab. Code §§ 2802)**

12 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
13 **Defendants)**

14 96. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
15 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of  
16 this Complaint.

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

18  
19 An employer shall indemnify his or her employee for all necessary expenditures  
20 or losses incurred by the employee in direct consequence of the discharge of his  
21 or her duties, or of his or her obedience to the directions of the employer, even  
22 though unlawful, unless the employee, at the time of obeying the directions,  
23 believed them to be unlawful.

24 98. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802, by  
25 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS  
26 members for required expenses incurred in the discharge of their job duties for DEFENDANTS’  
27 benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-  
28 CLASS members for expenses which included, but were not limited to, costs related to using their

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

12 99. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred  
13 by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job  
14 duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest  
15 at the statutory rate and costs under Cal. Lab. Code § 2802.

16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES WHEN DUE**

18 **(Cal. Lab. Code §§201, 202, 203)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
20 **Defendants)**

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

24 101. Cal. Lab. Code § 200 provides that:

25  
26 As used in this article:(a) "Wages" includes all amounts for labor performed by  
27 employees of every description, whether the amount is fixed or ascertained by the  
28 standard of time, task, piece, Commission basis, or other method of calculation. (b)

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

4 102. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an  
5 employee, the wages earned and unpaid at the time of discharge are due and payable  
6 immediately."

7 103. Cal. Lab. Code § 202 provides, in relevant part, that:

8  
9 If an employee not having a written contract for a definite period quits his or her  
10 employment, his or her wages shall become due and payable not later than 72 hours  
11 thereafter, unless the employee has given 72 hours previous notice of his or her  
12 intention to quit, in which case the employee is entitled to his or her wages at the  
13 time of quitting. Notwithstanding any other provision of law, an employee who  
14 quits without providing a 72-hour notice shall be entitled to receive payment by  
15 mail if he or she so requests and designates a mailing address. The date of the  
16 mailing shall constitute the date of payment for purposes of the requirement to  
17 provide payment within 72 hours of the notice of quitting.

18 104. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-  
19 CLASS Members' employment contract.

20 105. Cal. Lab. Code § 203 provides:

21  
22 If an employer willfully fails to pay, without abatement or reduction, in accordance  
23 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is  
24 discharged or who quits, the wages of the employee shall continue as a penalty  
25 from the due date thereof at the same rate until paid or until an action therefor is  
26 commenced; but the wages shall not continue for more than 30 days.

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damages for minimum wages, overtime wages, unreimbursed expenses, and other compensation due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;


- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order; and,
- d. The wages of all terminated employees from the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On 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, but not limited to, pursuant to Labor Code § 218.5, §1194 and/or §1197.

DATED: January 12, 2021

**ZAKAY LAW GROUP, APLC**

By:   
\_\_\_\_\_  
Shani O. Zakay  
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 12, 2021

**ZAKAY LAW GROUP, APLC**

By:   
\_\_\_\_\_  
Shani O. Zakay  
Attorney for Plaintiff