

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**NOV 04 2019**

Sherri R. Carter, Executive Officer/Clerk of Court

By: Isaac Lovo, Deputy

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

ENTERTAINMENT PARTNERS SERVICES, LLC, a Limited Liability Company; PARK PLACE PRODUCTIONS, INC., a California Corporation; THEME PARK PRODUCTIONS, INC., a California Corporation; and DOES 1 through 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CRYSTAL LA PIETRA, an individual, on behalf of herself, and on behalf of all persons similarly situated,

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse

111 N. Hill St., Los Angeles, CA 90012

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):

Norman Blumenthal (Bar # 68687)

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, CA 92037

DATE: **NOV 04 2019**

SHERRI R. CARTER

Clerk, by

(Secretario)

**ISAAC LOVO**

, Deputy

(Adjunto)

CASE NUMBER:  
(Número del Caso)

**19STCV39529**

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

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

[SEAL]

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

1.  as an individual defendant  
2.  as the person served under the actual name of (specify):

3.  on behalf of (specify):

under:  CCP 416.10 (corporation)

CCP 416.20 (defunct corporation)

CCP 416.40 (association or partnership)

other (specify):

CCP 416.60 (minor)

CCP 416.70 (conservatee)

CCP 416.90 (authorized person)

4.  by personal delivery on (date):

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (State Bar #068687)

3 Kyle R. Nordrehaug (State Bar #205975)

4 Aparajit Bhowmik (State Bar #248066)

5 2255 Calle Clara

6 La Jolla, CA 92037

7 Telephone: (858)551-1223

8 Facsimile: (858) 551-1232

9 Website: www.bamlawca.com

10 Attorneys for Plaintiff

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Superior Court of California  
County of Los Angeles

**NOV 04 2019**

Sherri R. Carter, Executive Officer/Clerk of Court  
By Isaac Lovo, Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

13 CRYSTAL LA PIETRA, an individual, on  
14 behalf of herself and on behalf of all  
15 persons similarly situated,

16 Plaintiff,

17 vs.

18 ENTERTAINMENT PARTNERS  
19 SERVICES, LLC, a Limited Liability  
20 Company; PARK PLACE  
21 PRODUCTIONS, INC., a California  
22 Corporation; THEME PARK  
23 PRODUCTIONS, INC., a California  
24 Corporation; and DOES 1 through 50,  
25 inclusive,

26 Defendants.

Case No. **19STCV39529**

**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 ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL.

9. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*]

**DEMAND FOR A JURY TRIAL**

**By Fax**

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

4  
5 **THE PARTIES**

6 1. Defendant Entertainment Partners Services, LLC is a limited liability company  
7 that at all relevant times mentioned herein conducted and continues to conduct substantial  
8 business in the state of California.

9 2. Defendant Park Place Productions, Inc. is a California corporation that at all  
10 relevant times mentioned herein conducted and continues to conduct substantial business in the  
11 state of California.

12 3. Defendant Theme Park Productions Inc. is a California corporation that at all  
13 relevant times mentioned herein conducted and continues to conduct substantial business in the  
14 state of California.

15 4. As evidenced by PLAINTIFF’s paychecks and company documents, Defendants  
16 Entertainment Partners Services, LLC, Park Place Productions, Inc. and Theme Park  
17 Productions, Inc. were joint employers of PLAINTIFF and are referred to herein as  
18 (“DEFENDANT”).

19 5. PLAINTIFF was employed by DEFENDANT from October of 2017 to May of  
20 2019 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an  
21 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum  
22 and overtime wages due for all time worked.

23 6. PLAINTIFF brings this Class Action on behalf of herself and a California class,  
24 defined as all individuals who are or previously were employed by Defendants Entertainment  
25 Partners Services, LLC and/or Park Place Productions, Inc. and/or Theme Park Productions, Inc.  
26 in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any  
27 time during the period beginning four (4) years prior to the filing of this Complaint and ending  
28 on the date as determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount

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

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

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

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

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

3  
4 **THE CONDUCT**

5 10. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
6 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,  
7 meaning the time during which an employee is subject to the control of an employer, including  
8 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF  
9 and CALIFORNIA CLASS Members to work without paying them for all the time they were  
10 under DEFENDANT's control. Importantly, PLAINTIFF was not provided with minimum  
11 wages for all of her non-production work time when DEFENDANT assigned PLAINTIFF and  
12 other CALIFORNIA CLASS Members to work as DEFENDANT only paid PLAINTIFF and  
13 other CALIFORNIA CLASS Members a flat rate for work regardless of the amount of time  
14 they actually worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members  
15 forfeited minimum wage and overtime compensation by working without their time being  
16 accurately recorded and without compensation at the applicable minimum wage and overtime  
17 rates. PLAINTIFF also did not receive paid rest breaks as required by California law when  
18 being paid a piece rate by DEFENDANT. DEFENDANT's uniform policy and practice not to  
19 pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced  
20 by DEFENDANT's business records.

21 11. As a result of their rigorous work schedules, PLAINTIFF and other  
22 CALIFORNIA CLASS Members were also from time to time unable to take thirty (30) minute  
23 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and  
24 other CALIFORNIA CLASS Members were from time to time required to perform work as  
25 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a  
26 meal break. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS  
27 Members with a second off-duty meal period from time to time for some workdays in which  
28 these employees were required by DEFENDANT to work ten (10) hours of work. PLAINTIFF

1 and other members of the CALIFORNIA CLASS therefore forfeited meal breaks without  
2 additional compensation and in accordance with DEFENDANT's strict corporate policy and  
3 practice.

4 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other  
5 CALIFORNIA CLASS Members were also required from time to time to work in excess of four  
6 (4) hours without being provided ten (10) minute rest periods. Further, these employees were  
7 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two  
8 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes  
9 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,  
10 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours  
11 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also  
12 not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,  
13 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their  
14 proper rest periods by DEFENDANT and DEFENDANT's managers.

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

26 14. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS  
27 Members as a business expense, were required by DEFENDANT to use their own personal  
28 cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost  
2 associated with the use of their personal cellular phones for DEFENDANT's benefit.  
3 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by  
4 DEFENDANT to use their personal cell phones in order to clock in and out for work, as well  
5 as for other work related issues. As a result, in the course of their employment with  
6 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS incurred  
7 unreimbursed business expenses which included, but were not limited to, costs related to the use  
8 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

9 15. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
10 other members of the CALIFORNIA CLASS with complete and accurate wage statements  
11 which failed to show, among other things, the correct net and gross wages earned. Cal. Lab.  
12 Code § 226 provides that every employer shall furnish each of his or her employees with an  
13 accurate itemized wage statement in writing showing, among other things, gross wages earned  
14 and all applicable hourly rates in effect during the pay period and the corresponding amount of  
15 time worked at each hourly rate. Specifically, DEFENDANT violated Cal. Lab. Code Section  
16 226 by failing to identify the correct rates of pay and number of hours worked on various wage  
17 statements. Aside, from the violations listed above in this paragraph, DEFENDANT failed to  
18 issue to PLAINTIFF an itemized wage statement that lists all the requirements under California  
19 Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and  
20 the other members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab.  
21 Code § 226.

22 16. In violation of the applicable sections of the California Labor Code and the  
23 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as  
24 a matter of company policy, practice and procedure, intentionally, knowingly and systematically  
25 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for  
26 missed meal and rest periods. This uniform policy and practice of DEFENDANT is intended  
27 to purposefully avoid the payment for all time worked as required by California law which  
28 allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who

1 complied with the law. To the extent equitable tolling operates to toll claims by the  
2 CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be  
3 adjusted accordingly.

4 17. By reason of this uniform conduct applicable to PLAINTIFF and all  
5 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in  
6 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*  
7 (the “UCL”), by engaging in a company-wide policy and procedure which failed to accurately  
8 calculate and record all missed meal and rest periods by PLAINTIFF and other CALIFORNIA  
9 CLASS Members. The proper recording of these employees’ missed meal and rest breaks is  
10 the DEFENDANT’s burden. As a result of DEFENDANT’s intentional disregard of the  
11 obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all  
12 required compensation for work performed by the members of the CALIFORNIA CLASS and  
13 violated the California Labor Code and regulations promulgated thereunder as herein alleged.

14 18. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally  
15 required off-duty meal and rest breaks to her as required by the applicable Wage Order and  
16 Labor Code and failed to pay her all minimum and overtime wages due to her. DEFENDANT  
17 did not have a policy or practice which provided timely off-duty meal and rest breaks to  
18 PLAINTIFF and also failed to compensate PLAINTIFF for her missed meal and rest breaks.  
19 The nature of the work performed by the PLAINTIFF did not prevent her from being relieved  
20 of all of her duties for the legally required off-duty meal periods. As a result, DEFENDANT’s  
21 failure to provide PLAINTIFF with the legally required meal periods is evidenced by  
22 DEFENDANT’s business records. As a result of DEFENDANT not accurately recording all  
23 missed meal and rest periods and/or minimum and overtime wages due, the wage statements  
24 issued to PLAINTIFF by DEFENDANT violated California law, and in particular, Labor Code  
25 Section 226(a). To date, DEFENDANT has yet to pay PLAINTIFF all of her wages due to her  
26 and DEFENDANT has failed to pay any penalty wages owed to her under California Labor  
27 Code Section 203. The amount in controversy for PLAINTIFF individually does not exceed  
28 the sum or value of \$75,000.



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**JURISDICTION AND VENUE**

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

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

**THE CALIFORNIA CLASS**

21. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who are or previously were employed by Defendants Entertainment Partners Services, LLC and/or Park Place Productions, Inc. and/or Theme Park Productions, Inc. in California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

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

23. DEFENDANT, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order

1 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
2 wilfully, engaged in a practice whereby DEFENDANT systematically failed to record all meal  
3 and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though  
4 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and  
5 permits or suffers to permit this work.

6 24. DEFENDANT has the legal burden to establish that each and every  
7 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as  
8 required by California laws. The DEFENDANT, however, as a matter of uniform and  
9 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS  
10 PERIOD and still fails to have in place a policy or practice to ensure that each and every  
11 CALIFORNIA CLASS Member is paid as required by law. This common business practice is  
12 applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-  
13 wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§  
14 17200, *et seq.* (the "UCL") as causation, damages, and reliance are not elements of this claim.

15 25. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA  
16 CLASS Members is impracticable.

17 26. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under  
18 California law by:

19 (a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof.  
20 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or  
21 deceptively having in place company policies, practices and procedures  
22 that uniformly and systematically failed to record and pay PLAINTIFF  
23 and the other members of the CALIFORNIA CLASS for all time worked,  
24 including minimum wages owed and overtime wages owed for work  
25 performed by these employees;

26 (b) Committing an act of unfair competition in violation of the UCL, by  
27 failing to provide the PLAINTIFF and the other members of the  
28 CALIFORNIA CLASS with the legally required meal and rest periods;

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and,

(c) Committing an act of unfair competition in violation of the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA CLASS members with necessary expenses incurred in the discharge of their job duties.

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

- (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, was classified as a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANT’s 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 DEFENDANT’s 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 DEFENDANT; and,
- (d) The representative PLAINTIFF will fairly and adequately represent and

1 protect the interest of the CALIFORNIA CLASS, and has retained  
2 counsel who are competent and experienced in Class Action litigation.  
3 There are no material conflicts between the claims of the representative  
4 PLAINTIFF and the members of the CALIFORNIA CLASS that would  
5 make class certification inappropriate. Counsel for the CALIFORNIA  
6 CLASS will vigorously assert the claims of all CALIFORNIA CLASS  
7 Members.

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

10 (a) Without class certification and determination of declaratory, injunctive,  
11 statutory and other legal questions within the class format, prosecution of  
12 separate actions by individual members of the CALIFORNIA CLASS will  
13 create the risk of:

14 1) Inconsistent or varying adjudications with respect to individual  
15 members of the CALIFORNIA CLASS which would establish  
16 incompatible standards of conduct for the parties opposing the  
17 CALIFORNIA CLASS; and/or,

18 2) Adjudication with respect to individual members of the  
19 CALIFORNIA CLASS which would as a practical matter be  
20 dispositive of interests of the other members not party to the  
21 adjudication or substantially impair or impede their ability to  
22 protect their interests.

23 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to  
24 act on grounds generally applicable to the CALIFORNIA CLASS, making  
25 appropriate class-wide relief with respect to the CALIFORNIA CLASS  
26 as a whole in that DEFENDANT uniformly failed to pay all wages due to  
27 members of the CALIFORNIA CLASS as required by law;

28 1) With respect to the First Cause of Action, the final relief on behalf

1 of the CALIFORNIA CLASS sought does not relate exclusively to  
2 restitution because through this claim PLAINTIFF seeks  
3 declaratory relief holding that the DEFENDANT's policy and  
4 practices constitute unfair competition, along with declaratory  
5 relief, injunctive relief, and incidental equitable relief as may be  
6 necessary to prevent and remedy the conduct declared to constitute  
7 unfair competition;

8 (c) Common questions of law and fact exist as to the members of the  
9 CALIFORNIA CLASS, with respect to the practices and violations of  
10 California law as listed above, and predominate over any question  
11 affecting only individual CALIFORNIA CLASS Members, and a Class  
12 Action is superior to other available methods for the fair and efficient  
13 adjudication of the controversy, including consideration of:

14 1) The interests of the members of the CALIFORNIA CLASS in  
15 individually controlling the prosecution or defense of separate  
16 actions in that the substantial expense of individual actions will be  
17 avoided to recover the relatively small amount of economic losses  
18 sustained by the individual CALIFORNIA CLASS Members when  
19 compared to the substantial expense and burden of individual  
20 prosecution of this litigation;

21 2) Class certification will obviate the need for unduly duplicative  
22 litigation that would create the risk of:

23 A. Inconsistent or varying adjudications with respect to  
24 individual members of the CALIFORNIA CLASS, which  
25 would establish incompatible standards of conduct for the  
26 DEFENDANT; and/or,

27 B. Adjudications with respect to individual members of the  
28 CALIFORNIA CLASS would as a practical matter be

1                                   dispositive of the interests of the other members not parties  
2                                   to the adjudication or substantially impair or impede their  
3                                   ability to protect their interests;

4                   3)     In the context of wage litigation because a substantial number of  
5                   individual CALIFORNIA CLASS Members will avoid asserting  
6                   their legal rights out of fear of retaliation by DEFENDANT, which  
7                   may adversely affect an individual's job with DEFENDANT or  
8                   with a subsequent employer, the Class Action is the only means to  
9                   assert their claims through a representative; and,

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

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

17           (a)     The questions of law and fact common to the CALIFORNIA CLASS  
18           predominate over any question affecting only individual CALIFORNIA  
19           CLASS Members because the DEFENDANT's employment practices are  
20           uniform and systematically applied with respect to the CALIFORNIA  
21           CLASS;

22           (b)     A Class Action is superior to any other available method for the fair and  
23           efficient adjudication of the claims of the members of the CALIFORNIA  
24           CLASS because in the context of employment litigation a substantial  
25           number of individual CALIFORNIA CLASS Members will avoid  
26           asserting their rights individually out of fear of retaliation or adverse  
27           impact on their employment;

28           (c)     The members of the CALIFORNIA CLASS are so numerous that it is

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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 DEFENDANT’s actions have inflicted upon the CALIFORNIA CLASS;

(f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

(g) DEFENDANT has 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;

(h) The members of the CALIFORNIA CLASS are readily ascertainable from the business records of DEFENDANT; and,

(i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT as to the members of the CALIFORNIA CLASS.

30. DEFENDANT maintains records from which the Court can ascertain and identify by job title each of DEFENDANT’s employees who as have been systematically, intentionally and uniformly subjected to DEFENDANT’s company policy, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of similarly situated employees when they have been identified.

**THE CALIFORNIA LABOR SUB-CLASS**

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2           31.     PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh and  
3 Eighth Causes of Action on behalf of a California sub-class, defined as all members of the  
4 CALIFORNIA CLASS who are or previously were employed by Defendants Entertainment  
5 Partners Services, LLC and/or Park Place Productions, Inc. and/or Theme Park Productions,  
6 Inc. in California (the “CALIFORNIA LABOR SUB-CLASS”) at any time during the period  
7 three (3) years prior to the filing of the complaint and ending on the date as determined by the  
8 Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ.  
9 Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR  
10 SUB-CLASS Members is under five million dollars (\$5,000,000.00).

11           32.     DEFENDANT, as a matter of company policy, practice and procedure, and in  
12 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order  
13 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
14 wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate  
15 compensation for the time worked by PLAINTIFF and the other members of the CALIFORNIA  
16 LABOR SUB-CLASS and reporting time wages owed to these employees, even though  
17 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and  
18 permitted or suffered to permit this work. DEFENDANT has uniformly denied these  
19 CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled  
20 in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling  
21 operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the  
22 CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

23           33.     DEFENDANT maintains records from which the Court can ascertain and identify  
24 by name and job title, each of DEFENDANT’s employees who have been systematically,  
25 intentionally and uniformly subjected to DEFENDANT’s company policy, practices and  
26 procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include  
27 any additional job titles of similarly situated employees when they have been identified.

28           34.     The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all



1 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

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

- 4 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay  
5 compensation due to members of the CALIFORNIA LABOR SUB-  
6 CLASS for missed meal and rest breaks in violation of the California  
7 Labor Code and California regulations and the applicable California Wage  
8 Order;
- 9 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other  
10 members of the CALIFORNIA LABOR SUB-CLASS with accurate  
11 itemized wage statements;
- 12 (c) Whether DEFENDANT has engaged in unfair competition by the  
13 above-listed conduct;
- 14 (d) The proper measure of damages and penalties owed to the members of the  
15 CALIFORNIA LABOR SUB-CLASS; and,
- 16 (e) Whether DEFENDANT's conduct was willful.

17 36. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS  
18 under California law by:

- 19 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the  
20 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-  
21 CLASS all wages due for overtime worked, for which DEFENDANT is  
22 liable pursuant to Cal. Lab. Code § 1194;
- 23 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to  
24 accurately pay PLAINTIFF and the members of the CALIFORNIA  
25 LABOR SUB-CLASS the correct minimum wage pay for which  
26 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 27 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the  
28 members of the CALIFORNIA LABOR SUB-CLASS with an accurate

1 itemized statement in writing showing the corresponding correct amount  
2 of wages earned by the employee;

3 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide  
4 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
5 CLASS with all legally required off-duty, uninterrupted thirty (30) minute  
6 meal breaks and the legally required off-duty rest breaks; and,

7 (e) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and  
8 the CALIFORNIA LABOR SUB-CLASS members with necessary  
9 expenses incurred in the discharge of their job duties; and,

10 (f) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that  
11 when an employee is discharged or quits from employment, the employer  
12 must pay the employee all wages due without abatement, by failing to  
13 tender full payment and/or restitution of wages owed or in the manner  
14 required by California law to the members of the CALIFORNIA LABOR  
15 SUB-CLASS who have terminated their employment.

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

18 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are  
19 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS  
20 Members is impracticable and the disposition of their claims as a class  
21 will benefit the parties and the Court;

22 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues  
23 that are raised in this Complaint are common to the CALIFORNIA  
24 LABOR SUB-CLASS and will apply uniformly to every member of the  
25 CALIFORNIA LABOR SUB-CLASS;

26 (c) The claims of the representative PLAINTIFF are typical of the claims of  
27 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,  
28 like all the other members of the CALIFORNIA LABOR SUB-CLASS,

1 was a non-exempt employee paid on an hourly basis who was subjected  
2 to the DEFENDANT's practice and policy which failed to pay the correct  
3 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.  
4 PLAINTIFF sustained economic injury as a result of DEFENDANT's  
5 employment practices. PLAINTIFF and the members of the  
6 CALIFORNIA LABOR SUB-CLASS were and are similarly or  
7 identically harmed by the same unlawful, deceptive, unfair and pervasive  
8 pattern of misconduct engaged in by DEFENDANT; and,

9 (d) The representative PLAINTIFF will fairly and adequately represent and  
10 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has  
11 retained counsel who are competent and experienced in Class Action  
12 litigation. There are no material conflicts between the claims of the  
13 representative PLAINTIFF and the members of the CALIFORNIA  
14 LABOR SUB-CLASS that would make class certification inappropriate.  
15 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously  
16 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

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

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

23 1) Inconsistent or varying adjudications with respect to individual  
24 members of the CALIFORNIA LABOR SUB-CLASS which  
25 would establish incompatible standards of conduct for the parties  
26 opposing the CALIFORNIA LABOR SUB-CLASS; or,

27 2) Adjudication with respect to individual members of the  
28 CALIFORNIA LABOR SUB-CLASS which would as a practical

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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 DEFENDANT uniformly fails to pay all wages due. Including the correct wages 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:

1) 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;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-

1 CLASS, which would establish incompatible standards of  
2 conduct for the DEFENDANT; and/or,

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

8 3) In the context of wage litigation because a substantial number of  
9 individual CALIFORNIA LABOR SUB-CLASS Members will  
10 avoid asserting their legal rights out of fear of retaliation by  
11 DEFENDANT, which may adversely affect an individual's job  
12 with DEFENDANT or with a subsequent employer, the Class  
13 Action is the only means to assert their claims through a  
14 representative; and,

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

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

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

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

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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 DEFENDANT's actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;
- (f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- (g) DEFENDANT 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 DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- (i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT as to the

1 members of the CALIFORNIA LABOR SUB-CLASS.

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3 **FIRST CAUSE OF ACTION**

4 **For Unlawful Business Practices**

5 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

6 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

7 40. 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 41. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.  
11 Code § 17021.

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

16 Any person who engages, has engaged, or proposes to engage in unfair  
17 competition may be enjoined in any court of competent jurisdiction. The court  
18 may make such orders or judgments, including the appointment of a receiver, as  
19 may be necessary to 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.

20 Cal. Bus. & Prof. Code § 17203.

21 43. By the conduct alleged herein, DEFENDANT has engaged and continues to  
22 engage in a business practice which violates California law, including but not limited to, the  
23 applicable Industrial Wage Order(s), the California Code of Regulations and the California  
24 Labor Code including Sections 204, 210, 226.7, 510, 512, 1194, 1197, 1197.1, 1198 & 2802,  
25 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus.  
26 & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute  
27 unfair competition, including restitution of wages wrongfully withheld.

28 44. By the conduct alleged herein, DEFENDANT’s practices were unlawful and

1 unfair in that these practices violate public policy, were immoral, unethical, oppressive,  
2 unscrupulous or substantially injurious to employees, and were without valid justification or  
3 utility for which this Court should issue equitable and injunctive relief pursuant to Section  
4 17203 of the California Business & Professions Code, including restitution of wages wrongfully  
5 withheld.

6 45. By the conduct alleged herein, DEFENDANT's practices were deceptive and  
7 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally  
8 mandated meal and rest periods, the required amount of compensation for missed meal and rest  
9 periods and overtime and minimum wages owed, and failed to reimburse al necessary business  
10 expenses incurred, due to a systematic business practice that cannot be justified, pursuant to the  
11 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.  
12 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable  
13 relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully  
14 withheld.

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

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

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

28 49. PLAINTIFF further demands on behalf of herself and each member of the



1 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off  
2 duty paid rest period was not timely provided as required by law.

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

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

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

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

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

1 engage in these unlawful and unfair business practices.

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**SECOND CAUSE OF ACTION**

**For Failure To Pay Minimum Wages**

**[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

**(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS  
and Against All Defendants)**

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

56. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT’s willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT’s failure to accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

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

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

60. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANT’s uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS.

61. DEFENDANT’s uniform pattern of unlawful wage and hour practices manifested,

1 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a  
2 result of implementing a uniform policy and practice that denies accurate compensation to  
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to  
4 minimum wage pay.

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

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

14 64. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT  
15 required, permitted or suffered PLAINTIFF and LABOR SUB-CLASS members to work  
16 without paying them for all the time they were under DEFENDANT'S control. PLAINTIFF and  
17 the other members of the CALIFORNIA LABOR SUB-CLASS are paid less for time worked  
18 that they were entitled to, constituting a failure to pay all earned wages.

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

25 66. DEFENDANT knew or should have known that PLAINTIFF and the other  
26 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time  
27 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross  
28 nonfeasance, to not pay employees for their labor as a matter of uniform company policy,

1 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to  
2 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the  
3 correct minimum wages for their time worked.

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

12 68. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
13 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as  
14 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided  
15 by the California Labor Code and/or other applicable statutes. To the extent minimum wage  
16 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members  
17 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§  
18 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties  
19 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these  
20 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein  
21 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA  
22 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

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1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

3 **[Cal. Lab. Code §§ 510, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
5 **Defendants)**

6 69. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
7 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs  
8 of this Complaint.

9 70. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
10 bring a claim for DEFENDANT’s willful and intentional violations of the California Labor  
11 Code and the Industrial Welfare Commission requirements for DEFENDANT’s failure to pay  
12 these employees for all overtime worked, including, work performed in excess of eight (8)  
13 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any  
14 workweek.

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

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

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

25 74. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and  
26 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to work for  
27 DEFENDANT and were not paid for all the time they worked, including overtime work.

28 75. DEFENDANT’s uniform pattern of unlawful wage and hour practices manifested,

1 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a  
2 result of implementing a uniform policy and practice that failed to accurately record overtime  
3 worked by PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied  
4 accurate compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR  
5 SUB-CLASS for overtime worked, including, the overtime work performed in excess of eight  
6 (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any  
7 workweek.

8 76. In committing these violations of the California Labor Code, DEFENDANT  
9 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
10 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted  
11 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation  
12 of the California Labor Code, the Industrial Welfare Commission requirements and other  
13 applicable laws and regulations.

14 77. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and  
15 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by  
16 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked  
17 including overtime work.

18 78. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
19 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not  
20 receive full compensation for overtime worked.

21 79. Cal. Lab. Code § 515 sets out various categories of employees who are exempt  
22 from the overtime requirements of the law. None of these exemptions are applicable to the  
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,  
24 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not  
25 subject to a valid collective bargaining agreement that would preclude the causes of action  
26 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of herself  
27 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-  
28 negotiable, non-waiveable rights provided by the State of California.

1           80.     During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
2 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime  
3 worked that they are entitled to, constituting a failure to pay all earned wages..

4           81.     DEFENDANT failed to accurately pay the PLAINTIFF and the other members  
5 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which  
6 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,  
7 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR  
8 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT  
9 failed to accurately record and pay as evidenced by DEFENDANT's business records and  
10 witnessed by employees.

11          82.     By virtue of DEFENDANT's unlawful failure to accurately pay all earned  
12 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
13 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the  
14 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic  
15 injury in amounts which are presently unknown to them and which will be ascertained  
16 according to proof at trial.

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

24          84.     In performing the acts and practices herein alleged in violation of California labor  
25 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for  
26 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT  
27 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and  
28 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter

1 disregard for their legal rights, or the consequences to them, and with the despicable intent of  
2 depriving them of their property and legal rights, and otherwise causing them injury in order  
3 to increase company profits at the expense of these employees.

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

15  
16 **FOURTH CAUSE OF ACTION**

17 **For Failure to Provide Required Meal Periods**

18 **[Cal. Lab. Code §§ 226.7 & 512 ]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
20 **Defendants)**

21 86. 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  
23 of this Complaint.

24 87. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time  
25 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other  
26 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and  
27 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR  
28 SUB-CLASS MEMBERS does not prevent these employees from being relieved of all of their



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

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

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

21  
22 **FIFTH CAUSE OF ACTION**

23 **For Failure to Provide Required Rest Periods**

24 **[Cal. Lab. Code §§ 226.7 & 512 ]**

25 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
26 **Defendants)**

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

1 of this Complaint.

2 91. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from  
3 time to time required to work in excess of four (4) hours without being provided ten (10) minute  
4 rest periods. Further, these employees were denied their first rest periods of at least ten (10)  
5 minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest  
6 period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,  
7 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of  
8 ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA LABOR SUB-  
9 CLASS Members were also not provided with one hour wages in lieu thereof. As a result of  
10 their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS  
11 Members were periodically denied their proper rest periods by DEFENDANT and  
12 DEFENDANT's managers.

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

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

22  
23 **SIXTH CAUSE OF ACTION**

24 **For Failure to Reimburse Employees for Required Expenses**

25 **[Cal. Lab. Code § 2802]**

26 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
27 **Defendants)**

28 94. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members

1 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs  
2 of this Complaint.

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

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

7 96. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by  
8 failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS  
9 members for required expenses incurred in the discharge of their job duties for DEFENDANT's  
10 benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA LABOR  
11 SUB-CLASS members for expenses which included, but were not limited to, costs related to  
12 using their personal cellular phones all on behalf of and for the benefit of DEFENDANT.  
13 Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by  
14 DEFENDANT to use their personal cell phones to respond to work related issues.  
15 DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFFS  
16 and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their  
17 personal cellular phones for DEFENDANT within the course and scope of their employment  
18 for DEFENDANT. These expenses were necessary to complete their principal job duties.  
19 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this  
20 expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and  
21 the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and  
22 reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for these  
23 expenses as an employer is required to do under the laws and regulations of California.

24 97. PLAINTIFFS therefore demand reimbursement for expenditures or losses  
25 incurred by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of  
26 their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with  
27 interest at the statutory rate and costs under Cal. Lab. Code § 2802.

1 **SEVENTH CAUSE OF ACTION**

2 **For Failure to Provide Accurate Itemized Statements**

3 **[Cal. Lab. Code § 226]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
5 **Defendants)**

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

9 99. Cal. Labor Code § 226 provides that an employer must furnish employees with  
10 an “accurate itemized” statement in writing showing:

11 (1) gross wages earned,

12 (2) total hours worked by the employee, except for any employee whose compensation  
13 is solely based on a salary and who is exempt from payment of overtime under  
14 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
15 Commission,

16 (3) the number of piecerate units earned and any applicable piece rate if the employee  
17 is paid on a piece-rate basis,

18 (4) all deductions, provided that all deductions made on written orders of the employee  
19 may be aggregated and shown as one item,

20 (5) net wages earned,

21 (6) the inclusive dates of the period for which the employee is paid,

22 (7) the name of the employee and his or her social security number, except that by  
23 January 1, 2008, only the last four digits of his or her social security number or an  
24 employee identification number other than a social security number may be shown on  
25 the itemized statement,

26 (8) the name and address of the legal entity that is the employer, and

27 (9) all applicable hourly rates in effect during the pay period and the corresponding  
28 number of hours worked at each hourly rate by the employee.

1           100. From time to time, DEFENDANT failed to provide PLAINTIFF and the other  
2 members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage  
3 statements which failed to show, among other things, the correct net and gross wages earned.  
4 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees  
5 with an accurate itemized wage statement in writing showing, among other things, gross wages  
6 earned and all applicable hourly rates in effect during the pay period and the corresponding  
7 amount of time worked at each hourly rate. Specifically, DEFENDANT violated Cal. Lab.  
8 Code Section 226 by failing to identify the correct rates of pay and number of hours worked on  
9 various wage statements. Aside, from the violations listed above in this paragraph,  
10 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the  
11 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to  
12 time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
13 with wage statements which violated Cal. Lab. Code § 226.

14           101. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code  
15 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA  
16 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended  
17 calculating the correct wages for all missed meal and rest breaks and the amount of employment  
18 taxes which were not properly paid to state and federal tax authorities. These damages are  
19 difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA  
20 LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the  
21 initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each  
22 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according  
23 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for  
24 PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

25 ///  
26 ///  
27 ///  
28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **For Failure to Pay Wages When Due**

3 **[Cal. Lab. Code §§ 201, 202, 203]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
5 **Defendants)**

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

9 103. Cal. Lab. Code § 200 provides that:

10 As used in this article:

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

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

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

18 105. Cal. Lab. Code § 202 provides, in relevant part, that:

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

24 106. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-  
25 CLASS Members' employment contract.

26 107. Cal. Lab. Code § 203 provides:

27 If an employer willfully fails to pay, without abatement or reduction, in  
28 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee  
who is discharged or who quits, the wages of the employee shall continue as a

1 penalty from the due date thereof at the same rate until paid or until an action  
2 therefor is commenced; but the wages shall not continue for more than 30 days.

3 108. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS  
4 Members has terminated and DEFENDANT has not tendered payment of wages, to these  
5 employees who missed meal and rest breaks, as required by law.

6 109. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the  
7 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated,  
8 PLAINTIFF demands up to thirty days of pay as penalty for not paying all wages due at time  
9 of termination for all employees who terminated employment during the CALIFORNIA  
10 LABOR SUB-CLASS PERIOD, and demands an accounting and payment of all wages due,  
11 plus interest and statutory costs as allowed by law.

12 **NINTH CAUSE OF ACTION**

13 **For Violation of the Private Attorneys General Act**

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

15 **(By PLAINTIFF and Against All Defendants)**

16 110. PLAINTIFF incorporates by reference the allegations set forth in paragraphs  
17 1-109, supra, as though fully set forth at this point.

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

28 112. PLAINTIFF, and such persons that may be added from time to time who satisfy

1 the requirements and exhaust the administrative procedures under the Private Attorney General  
2 Act, brings this Representative Action on behalf of the State of California with respect to  
3 herself and all individuals who are or previously were employed by Defendants Entertainment  
4 Partners Services, LLC and/or Park Place Productions, Inc. and/or Theme Park Productions,  
5 Inc. in California and classified as non-exempt employees (the "AGGRIEVED EMPLOYEES")  
6 during the time period of August 26, 2018 until a date as determined by the Court (the "PAGA  
7 PERIOD").

8 113. On August 26, 2019, PLAINTIFF gave written notice by electronic mail to the  
9 Labor and Workforce Development Agency (the "Agency") and by certified mail to the  
10 employer of the specific provisions of this code alleged to have been violated as required by  
11 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference  
12 herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint  
13 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a  
14 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of  
15 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

16 114. The policies, acts and practices heretofore described were and are an unlawful  
17 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other  
18 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record  
19 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed  
20 to pay overtime wages, (e) failed to pay wages when due, and (f) failed to reimburse employees  
21 for required expenses, all in violation of the applicable Labor Code sections listed in Labor  
22 Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1), 558(a)(2), 1194,  
23 1197, 1197.1, 1198, 2802, and the applicable Industrial Wage Order(s), and thereby gives rise  
24 to civil penalties as a result of such conduct.<sup>1</sup> PLAINTIFF hereby seeks recovery of civil  
25 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the  
26

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27 <sup>1</sup>Plaintiff specifically excludes and/or does not allege any claims under California  
28 Labor Code §558(a)(3).



1 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and  
2 the other AGGRIEVED EMPLOYEES.

3 115. Some or all of the conduct and violations alleged herein occurred during the  
4 PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not  
5 affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations  
6 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*  
7 2018 AJDAR 12157 (Certified for Publication 12/19/18).

8  
9 **PRAYER FOR RELIEF**

10 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
11 severally, as follows:

- 12 1. On behalf of the CALIFORNIA CLASS:
- 13 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA  
14 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
  - 15 B) An order temporarily, preliminarily and permanently enjoining and restraining  
16 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
  - 17 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully  
18 withheld from compensation due to PLAINTIFF and the other members of the  
19 CALIFORNIA CLASS; and,
  - 20 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund  
21 for restitution of the sums incidental to DEFENDANT's violations due to  
22 PLAINTIFF and to the other members of the CALIFORNIA CLASS.
- 23 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:
- 24 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth  
25 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class  
26 action pursuant to Cal. Code of Civ. Proc. § 382;
  - 27 B) Compensatory damages, according to proof at trial, including compensatory  
28 damages for minimum and overtime compensation due PLAINTIFF and the other

1 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable  
2 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the  
3 statutory rate;

4 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period  
5 in which a violation occurs and one hundred dollars (\$100) per each member of  
6 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay  
7 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and  
8 an award of costs for violation of Cal. Lab. Code § 226;

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

12 E) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and  
13 the applicable IWC Wage Order;

14 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA  
15 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and  
16 costs of suit; and,

17 G) Liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1.

18 3. On behalf of the State of California and with respect to all AGGRIEVED  
19 EMPLOYEES:

20 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys  
21 General Act of 2004.

22 4. On all claims:

23 A) An award of interest, including prejudgment interest at the legal rate;

24 B) Such other and further relief as the Court deems just and equitable; and,

25 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the  
26 law, including, but not limited to, pursuant to Labor Code §226, §1194 and/or  
27 §2802.

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Dated: November 4, 2019

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW  
LLP




By: \_\_\_\_\_  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
Aparajit Bhowmik  
Attorneys for Plaintiff

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**DEMAND FOR A JURY TRIAL**

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

Dated: November 4, 2019 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW  
LLP

By:   
\_\_\_\_\_  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
Aparajit Bhowmik  
Attorneys for Plaintiff

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# EXHIBIT 1

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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WRITERS EXT:  
1004

August 26, 2019  
CA1887

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

Entertainment Partners Services, LLC  
Certified Mail # 70181830000123837482  
CSC Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Park Place Productions, Inc.  
Certified Mail # 70181830000123837475  
CSC Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Theme Park Productions, Inc.  
Certified Mail # 70181830000123837499  
CSC Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202,  
203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802,  
Violation of Applicable Industrial Welfare Commission Wage Order(s), and  
Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendants Entertainment Partners Services, LLC, and/or Park Place Productions, Inc. and/or Theme Park Productions, Inc. classified as non-exempt employees during the time period of August 26, 2018 until a date as determined by the Court. Our offices represent Plaintiff Crystal La Pietra (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendants Entertainment Partners Services, LLC, and/or Park Place Productions, Inc. and/or Theme Park Productions, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from October of 2017 to May of 2019 as a nonexempt employee entitled to the legally required meal and rest breaks and payment for all time

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worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

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1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

9  
10 CRYSTAL LA PIETRA, an individual,  
on behalf of herself and on behalf of all  
11 persons similarly situated,

12  
13 Plaintiff,

14 vs.

15 ENTERTAINMENT PARTNERS  
SERVICES, LLC, a Limited Liability  
16 Company; PARK PLACE  
PRODUCTIONS, INC., a California  
17 Corporation; THEME PARK  
PRODUCTIONS, INC., a California  
18 Corporation; and DOES 1 through 50,  
inclusive,

19  
20 Defendants.  
21  
22  
23  
24  
25

Case No. \_\_\_\_\_

**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 ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226; and,
- 8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

**DEMAND FOR A JURY TRIAL**

1 Plaintiff Crystal La Pietra (“PLAINTIFF”) an individual, on behalf of herself and all  
2 other similarly situated current and former employees alleges on information and belief, except  
3 for her own acts and knowledge which are based on personal knowledge, the following:  
4

5 **THE PARTIES**

6 1. Defendant Entertainment Partners Services, LLC is a limited liability company  
7 that at all relevant times mentioned herein conducted and continues to conduct substantial  
8 business in the state of California.

9 2. Defendant Park Place Productions, Inc. is a California corporation that at all  
10 relevant times mentioned herein conducted and continues to conduct substantial business in the  
11 state of California.

12 3. Defendant Theme Park Productions Inc. is a California corporation that at all  
13 relevant times mentioned herein conducted and continues to conduct substantial business in the  
14 state of California.

15 4. As evidenced by PLAINTIFF’s paychecks and company documents, Defendants  
16 Entertainment Partners Services, LLC, Park Place Productions, Inc. and Theme Park  
17 Productions, Inc. were joint employers of PLAINTIFF and are referred to herein as  
18 (“DEFENDANT”).

19 5. PLAINTIFF was employed by DEFENDANT from October of 2017 to May of  
20 2019 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an  
21 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum  
22 and overtime wages due for all time worked.

23 6. PLAINTIFF brings this Class Action on behalf of herself and a California class,  
24 defined as all individuals who are or previously were employed by Defendants Entertainment  
25 Partners Services, LLC and/or Park Place Productions, Inc. and/or Theme Park Productions, Inc.  
26 in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any  
27 time during the period beginning four (4) years prior to the filing of this Complaint and ending  
28 on the date as determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount

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

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

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

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

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

3  
4 **THE CONDUCT**

5 10. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
6 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,  
7 meaning the time during which an employee is subject to the control of an employer, including  
8 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF  
9 and CALIFORNIA CLASS Members to work without paying them for all the time they were  
10 under DEFENDANT's control. Importantly, PLAINTIFF was not provided with minimum  
11 wages for all of her non-production work time when DEFENDANT assigned PLAINTIFF and  
12 other CALIFORNIA CLASS Members to work as DEFENDANT only paid PLAINTIFF and  
13 other CALIFORNIA CLASS Members a flat rate for work regardless of the amount of time  
14 they actually worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members  
15 forfeited minimum wage and overtime compensation by working without their time being  
16 accurately recorded and without compensation at the applicable minimum wage and overtime  
17 rates. PLAINTIFF also did not receive paid rest breaks as required by California law when  
18 being paid a piece rate by DEFENDANT. DEFENDANT's uniform policy and practice not to  
19 pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced  
20 by DEFENDANT's business records.

21 11. As a result of their rigorous work schedules, PLAINTIFF and other  
22 CALIFORNIA CLASS Members were also from time to time unable to take thirty (30) minute  
23 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and  
24 other CALIFORNIA CLASS Members were from time to time required to perform work as  
25 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a  
26 meal break. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS  
27 Members with a second off-duty meal period from time to time for some workdays in which  
28 these employees were required by DEFENDANT to work ten (10) hours of work. PLAINTIFF

1 and other members of the CALIFORNIA CLASS therefore forfeited meal breaks without  
2 additional compensation and in accordance with DEFENDANT's strict corporate policy and  
3 practice.

4 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other  
5 CALIFORNIA CLASS Members were also required from time to time to work in excess of four  
6 (4) hours without being provided ten (10) minute rest periods. Further, these employees were  
7 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two  
8 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes  
9 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,  
10 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours  
11 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also  
12 not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,  
13 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their  
14 proper rest periods by DEFENDANT and DEFENDANT's managers.

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

26 14. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS  
27 Members as a business expense, were required by DEFENDANT to use their own personal  
28 cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost  
2 associated with the use of their personal cellular phones for DEFENDANT's benefit.  
3 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by  
4 DEFENDANT to use their personal cell phones in order to clock in and out for work, as well  
5 as for other work related issues. As a result, in the course of their employment with  
6 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS incurred  
7 unreimbursed business expenses which included, but were not limited to, costs related to the use  
8 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

9 15. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or  
10 her employees with an accurate itemized wage statement in writing showing, among other  
11 things, gross wages earned and all applicable hourly rates in effect during the pay period and  
12 the corresponding amount of time worked at each hourly rate. Specifically, DEFENDANT  
13 violated Cal. Lab. Code Section 226 by failing to identify the correct rates of pay and number  
14 of hours worked on various wage statements. Aside, from the violations listed above in this  
15 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists  
16 all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from  
17 time to time provided PLAINTIFF and the other members of the CALIFORNIA CLASS with  
18 wage statements which violated Cal. Lab. Code § 226.

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

1 17. By reason of this uniform conduct applicable to PLAINTIFF and all  
2 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in  
3 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*  
4 (the “UCL”), by engaging in a company-wide policy and procedure which failed to accurately  
5 calculate and record all missed meal and rest periods by PLAINTIFF and other CALIFORNIA  
6 CLASS Members. The proper recording of these employees’ missed meal and rest breaks is  
7 the DEFENDANT’s burden. As a result of DEFENDANT’s intentional disregard of the  
8 obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all  
9 required compensation for work performed by the members of the CALIFORNIA CLASS and  
10 violated the California Labor Code and regulations promulgated thereunder as herein alleged.

11 18. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally  
12 required off-duty meal and rest breaks to her as required by the applicable Wage Order and  
13 Labor Code and failed to pay her all minimum and overtime wages due to her. DEFENDANT  
14 did not have a policy or practice which provided timely off-duty meal and rest breaks to  
15 PLAINTIFF and also failed to compensate PLAINTIFF for her missed meal and rest breaks.  
16 The nature of the work performed by the PLAINTIFF did not prevent her from being relieved  
17 of all of her duties for the legally required off-duty meal periods. As a result, DEFENDANT’s  
18 failure to provide PLAINTIFF with the legally required meal periods is evidenced by  
19 DEFENDANT’s business records. As a result of DEFENDANT not accurately recording all  
20 missed meal and rest periods and/or minimum and overtime wages due, the wage statements  
21 issued to PLAINTIFF by DEFENDANT violated California law, and in particular, Labor Code  
22 Section 226(a). To date, DEFENDANT has yet to pay PLAINTIFF all of her wages due to her  
23 and DEFENDANT has failed to pay any penalty wages owed to her under California Labor  
24 Code Section 203. The amount in controversy for PLAINTIFF individually does not exceed  
25 the sum or value of \$75,000.

26  
27 **JURISDICTION AND VENUE**

28 19. This Court has jurisdiction over this Action pursuant to California Code of Civil

1 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
2 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees  
3 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

4 20. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
5 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides  
6 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained  
7 offices and facilities in this County and/or conducts substantial business in this County, and (ii)  
8 committed the wrongful conduct herein alleged in this County against members of the  
9 CALIFORNIA CLASS.

10  
11 **THE CALIFORNIA CLASS**

12 21. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
13 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
14 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as  
15 all individuals who are or previously were employed by Defendants Entertainment Partners  
16 Services, LLC and/or Park Place Productions, Inc. and/or Theme Park Productions, Inc. in  
17 California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time  
18 during the period beginning four (4) years prior to the filing of this Complaint and ending on  
19 the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in  
20 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million  
21 dollars (\$5,000,000.00).

22 22. 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 23. DEFENDANT, as a matter of company policy, practice and procedure, and in  
26 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order  
27 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
28 wilfully, engaged in a practice whereby DEFENDANT systematically failed to record all meal



1 and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though  
2 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and  
3 permits or suffers to permit this work.

4 24. DEFENDANT has the legal burden to establish that each and every  
5 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as  
6 required by California laws. The DEFENDANT, however, as a matter of uniform and  
7 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS  
8 PERIOD and still fails to have in place a policy or practice to ensure that each and every  
9 CALIFORNIA CLASS Member is paid as required by law. This common business practice is  
10 applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-  
11 wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§  
12 17200, *et seq.* (the "UCL") as causation, damages, and reliance are not elements of this claim.

13 25. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA  
14 CLASS Members is impracticable.

15 26. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under  
16 California law by:

- 17 (a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof.  
18 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or  
19 deceptively having in place company policies, practices and procedures  
20 that uniformly and systematically failed to record and pay PLAINTIFF  
21 and the other members of the CALIFORNIA CLASS for all time worked,  
22 including minimum wages owed and overtime wages owed for work  
23 performed by these employees;
- 24 (b) Committing an act of unfair competition in violation of the UCL, by  
25 failing to provide the PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS with the legally required meal and rest periods;  
27 and,
- 28 (c) Committing an act of unfair competition in violation of the California

1 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by  
2 violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and  
3 the CALIFORNIA CLASS members with necessary expenses incurred in  
4 the discharge of their job duties.

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

- 7 (a) The persons who comprise the CALIFORNIA CLASS are so numerous  
8 that the joinder of all such persons is impracticable and the disposition of  
9 their claims as a class will benefit the parties and the Court;
- 10 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues  
11 that are raised in this Complaint are common to the CALIFORNIA  
12 CLASS will apply uniformly to every member of the CALIFORNIA  
13 CLASS;
- 14 (c) The claims of the representative PLAINTIFF are typical of the claims of  
15 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the  
16 other members of the CALIFORNIA CLASS, was classified as a non-  
17 exempt employee paid on an hourly basis who was subjected to the  
18 DEFENDANT's deceptive practice and policy which failed to provide the  
19 legally required meal and rest periods to the CALIFORNIA CLASS and  
20 thereby systematically underpaid compensation to PLAINTIFF and  
21 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a  
22 result of DEFENDANT's employment practices. PLAINTIFF and the  
23 members of the CALIFORNIA CLASS were and are similarly or  
24 identically harmed by the same unlawful, deceptive, unfair and pervasive  
25 pattern of misconduct engaged in by DEFENDANT; and,
- 26 (d) The representative PLAINTIFF will fairly and adequately represent and  
27 protect the interest of the CALIFORNIA CLASS, and has retained  
28 counsel who are competent and experienced in Class Action litigation.

1                   There are no material conflicts between the claims of the representative  
2                   PLAINTIFF and the members of the CALIFORNIA CLASS that would  
3                   make class certification inappropriate. Counsel for the CALIFORNIA  
4                   CLASS will vigorously assert the claims of all CALIFORNIA CLASS  
5                   Members.

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

8                   (a)     Without class certification and determination of declaratory, injunctive,  
9                   statutory and other legal questions within the class format, prosecution of  
10                  separate actions by individual members of the CALIFORNIA CLASS will  
11                  create the risk of:

12                  1)     Inconsistent or varying adjudications with respect to individual  
13                  members of the CALIFORNIA CLASS which would establish  
14                  incompatible standards of conduct for the parties opposing the  
15                  CALIFORNIA CLASS; and/or,

16                  2)     Adjudication with respect to individual members of the  
17                  CALIFORNIA CLASS which would as a practical matter be  
18                  dispositive of interests of the other members not party to the  
19                  adjudication or substantially impair or impede their ability to  
20                  protect their interests.

21                  (b)     The parties opposing the CALIFORNIA CLASS have acted or refused to  
22                  act on grounds generally applicable to the CALIFORNIA CLASS, making  
23                  appropriate class-wide relief with respect to the CALIFORNIA CLASS  
24                  as a whole in that DEFENDANT uniformly failed to pay all wages due to  
25                  members of the CALIFORNIA CLASS as required by law;

26                  1)     With respect to the First Cause of Action, the final relief on behalf  
27                  of the CALIFORNIA CLASS sought does not relate exclusively to  
28                  restitution because through this claim PLAINTIFF seeks

1 declaratory relief holding that the DEFENDANT's policy and  
2 practices constitute unfair competition, along with declaratory  
3 relief, injunctive relief, and incidental equitable relief as may be  
4 necessary to prevent and remedy the conduct declared to constitute  
5 unfair competition;

6 (c) Common questions of law and fact exist as to the members of the  
7 CALIFORNIA CLASS, with respect to the practices and violations of  
8 California law as listed above, and predominate over any question  
9 affecting only individual CALIFORNIA CLASS Members, and a Class  
10 Action is superior to other available methods for the fair and efficient  
11 adjudication of the controversy, including consideration of:

12 1) The interests of the members of the CALIFORNIA CLASS in  
13 individually controlling the prosecution or defense of separate  
14 actions in that the substantial expense of individual actions will be  
15 avoided to recover the relatively small amount of economic losses  
16 sustained by the individual CALIFORNIA CLASS Members when  
17 compared to the substantial expense and burden of individual  
18 prosecution of this litigation;

19 2) Class certification will obviate the need for unduly duplicative  
20 litigation that would create the risk of:

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

25 B. Adjudications with respect to individual members of the  
26 CALIFORNIA CLASS would as a practical matter be  
27 dispositive of the interests of the other members not parties  
28 to the adjudication or substantially impair or impede their

1 ability to protect their interests;

2 3) In the context of wage litigation because a substantial number of  
3 individual CALIFORNIA CLASS Members will avoid asserting  
4 their legal rights out of fear of retaliation by DEFENDANT, which  
5 may adversely affect an individual's job with DEFENDANT or  
6 with a subsequent employer, the Class Action is the only means to  
7 assert their claims through a representative; and,

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

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

15 (a) The questions of law and fact common to the CALIFORNIA CLASS  
16 predominate over any question affecting only individual CALIFORNIA  
17 CLASS Members because the DEFENDANT's employment practices are  
18 uniform and systematically applied with respect to the CALIFORNIA  
19 CLASS;

20 (b) A Class Action is superior to any other available method for the fair and  
21 efficient adjudication of the claims of the members of the CALIFORNIA  
22 CLASS because in the context of employment litigation a substantial  
23 number of individual CALIFORNIA CLASS Members will avoid  
24 asserting their rights individually out of fear of retaliation or adverse  
25 impact on their employment;

26 (c) The members of the CALIFORNIA CLASS are so numerous that it is  
27 impractical to bring all members of the CALIFORNIA CLASS before the  
28 Court;

- 1 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be  
2 able to obtain effective and economic legal redress unless the action is  
3 maintained as a Class Action;
- 4 (e) There is a community of interest in obtaining appropriate legal and  
5 equitable relief for the acts of unfair competition, statutory violations and  
6 other improprieties, and in obtaining adequate compensation for the  
7 damages and injuries which DEFENDANT's actions have inflicted upon  
8 the CALIFORNIA CLASS;
- 9 (f) There is a community of interest in ensuring that the combined assets of  
10 DEFENDANT are sufficient to adequately compensate the members of  
11 the CALIFORNIA CLASS for the injuries sustained;
- 12 (g) DEFENDANT has acted or refused to act on grounds generally applicable  
13 to the CALIFORNIA CLASS, thereby making final class-wide relief  
14 appropriate with respect to the CALIFORNIA CLASS as a whole;
- 15 (h) The members of the CALIFORNIA CLASS are readily ascertainable from  
16 the business records of DEFENDANT; and,
- 17 (i) Class treatment provides manageable judicial treatment calculated to bring  
18 a efficient and rapid conclusion to all litigation of all wage and hour  
19 related claims arising out of the conduct of DEFENDANT as to the  
20 members of the CALIFORNIA CLASS.

21 30. DEFENDANT maintains records from which the Court can ascertain and identify  
22 by job title each of DEFENDANT's employees who as have been systematically, intentionally  
23 and uniformly subjected to DEFENDANT's company policy, practices and procedures as herein  
24 alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles  
25 of similarly situated employees when they have been identified.

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1 **THE CALIFORNIA LABOR SUB-CLASS**

2 31. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh and  
3 Eighth Causes of Action on behalf of a California sub-class, defined as all members of the  
4 CALIFORNIA CLASS who are or previously were employed by Defendants Entertainment  
5 Partners Services, LLC and/or Park Place Productions, Inc. and/or Theme Park Productions,  
6 Inc. in California (the “CALIFORNIA LABOR SUB-CLASS”) at any time during the period  
7 three (3) years prior to the filing of the complaint and ending on the date as determined by the  
8 Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ.  
9 Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR  
10 SUB-CLASS Members is under five million dollars (\$5,000,000.00).

11 32. DEFENDANT, as a matter of company policy, practice and procedure, and in  
12 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order  
13 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
14 wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate  
15 compensation for the time worked by PLAINTIFF and the other members of the CALIFORNIA  
16 LABOR SUB-CLASS and reporting time wages owed to these employees, even though  
17 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and  
18 permitted or suffered to permit this work. DEFENDANT has uniformly denied these  
19 CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled  
20 in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling  
21 operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the  
22 CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

23 33. DEFENDANT maintains records from which the Court can ascertain and identify  
24 by name and job title, each of DEFENDANT’s employees who have been systematically,  
25 intentionally and uniformly subjected to DEFENDANT’s company policy, practices and  
26 procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include  
27 any additional job titles of similarly situated employees when they have been identified.

28 34. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all

1 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

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

4 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay  
5 compensation due to members of the CALIFORNIA LABOR SUB-  
6 CLASS for missed meal and rest breaks in violation of the California  
7 Labor Code and California regulations and the applicable California Wage  
8 Order;

9 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other  
10 members of the CALIFORNIA LABOR SUB-CLASS with accurate  
11 itemized wage statements;

12 (c) Whether DEFENDANT has engaged in unfair competition by the  
13 above-listed conduct;

14 (d) The proper measure of damages and penalties owed to the members of the  
15 CALIFORNIA LABOR SUB-CLASS; and,

16 (e) Whether DEFENDANT's conduct was willful.

17 36. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS  
18 under California law by:

19 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the  
20 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-  
21 CLASS all wages due for overtime worked, for which DEFENDANT is  
22 liable pursuant to Cal. Lab. Code § 1194;

23 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to  
24 accurately pay PLAINTIFF and the members of the CALIFORNIA  
25 LABOR SUB-CLASS the correct minimum wage pay for which  
26 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

27 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the  
28 members of the CALIFORNIA LABOR SUB-CLASS with an accurate



1 itemized statement in writing showing the corresponding correct amount  
2 of wages earned by the employee;

3 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide  
4 PLAINTIFF and the other members of the CALIFORNIA CLASS with  
5 all legally required off-duty, uninterrupted thirty (30) minute meal breaks  
6 and the legally required off-duty rest breaks; and,

7 (e) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and  
8 the CALIFORNIA CLASS members with necessary expenses incurred in  
9 the discharge of their job duties; and,

10 (f) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that  
11 when an employee is discharged or quits from employment, the employer  
12 must pay the employee all wages due without abatement, by failing to  
13 tender full payment and/or restitution of wages owed or in the manner  
14 required by California law to the members of the CALIFORNIA LABOR  
15 SUB-CLASS who have terminated their employment.

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

18 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are  
19 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS  
20 Members is impracticable and the disposition of their claims as a class  
21 will benefit the parties and the Court;

22 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues  
23 that are raised in this Complaint are common to the CALIFORNIA  
24 LABOR SUB-CLASS and will apply uniformly to every member of the  
25 CALIFORNIA LABOR SUB-CLASS;

26 (c) The claims of the representative PLAINTIFF are typical of the claims of  
27 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,  
28 like all the other members of the CALIFORNIA LABOR SUB-CLASS,

1 was a non-exempt employee paid on an hourly basis who was subjected  
2 to the DEFENDANT's practice and policy which failed to pay the correct  
3 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.  
4 PLAINTIFF sustained economic injury as a result of DEFENDANT's  
5 employment practices. PLAINTIFF and the members of the  
6 CALIFORNIA LABOR SUB-CLASS were and are similarly or  
7 identically harmed by the same unlawful, deceptive, unfair and pervasive  
8 pattern of misconduct engaged in by DEFENDANT; and,

9 (d) The representative PLAINTIFF will fairly and adequately represent and  
10 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has  
11 retained counsel who are competent and experienced in Class Action  
12 litigation. There are no material conflicts between the claims of the  
13 representative PLAINTIFF and the members of the CALIFORNIA  
14 LABOR SUB-CLASS that would make class certification inappropriate.  
15 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously  
16 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

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

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

23 1) Inconsistent or varying adjudications with respect to individual  
24 members of the CALIFORNIA LABOR SUB-CLASS which  
25 would establish incompatible standards of conduct for the parties  
26 opposing the CALIFORNIA LABOR SUB-CLASS; or,

27 2) Adjudication with respect to individual members of the  
28 CALIFORNIA LABOR SUB-CLASS which would as a practical

1 matter be dispositive of interests of the other members not party to  
2 the adjudication or substantially impair or impede their ability to  
3 protect their interests.

4 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted  
5 or refused to act on grounds generally applicable to the CALIFORNIA  
6 LABOR SUB-CLASS, making appropriate class-wide relief with respect  
7 to the CALIFORNIA LABOR SUB-CLASS as a whole in that  
8 DEFENDANT uniformly fails to pay all wages due. Including the correct  
9 wages for all time worked by the members of the CALIFORNIA LABOR  
10 SUB-CLASS as required by law;

11 (c) Common questions of law and fact predominate as to the members of the  
12 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and  
13 violations of California Law as listed above, and predominate over any  
14 question affecting only individual CALIFORNIA LABOR SUB-CLASS  
15 Members, and a Class Action is superior to other available methods for  
16 the fair and efficient adjudication of the controversy, including  
17 consideration of:

- 18 1) The interests of the members of the CALIFORNIA LABOR SUB-  
19 CLASS in individually controlling the prosecution or defense of  
20 separate actions in that the substantial expense of individual  
21 actions will be avoided to recover the relatively small amount of  
22 economic losses sustained by the individual CALIFORNIA  
23 LABOR SUB-CLASS Members when compared to the substantial  
24 expense and burden of individual prosecution of this litigation;
- 25 2) Class certification will obviate the need for unduly duplicative  
26 litigation that would create the risk of:

27 A. Inconsistent or varying adjudications with respect to  
28 individual members of the CALIFORNIA LABOR SUB-

1 CLASS, which would establish incompatible standards of  
2 conduct for the DEFENDANT; and/or,

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

8 3) In the context of wage litigation because a substantial number of  
9 individual CALIFORNIA LABOR SUB-CLASS Members will  
10 avoid asserting their legal rights out of fear of retaliation by  
11 DEFENDANT, which may adversely affect an individual's job  
12 with DEFENDANT or with a subsequent employer, the Class  
13 Action is the only means to assert their claims through a  
14 representative; and,

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

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

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

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

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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 DEFENDANT's actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;
- (f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- (g) DEFENDANT 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 DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- (i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT as to the

1 members of the CALIFORNIA LABOR SUB-CLASS.

2  
3 **FIRST CAUSE OF ACTION**

4 **For Unlawful Business Practices**

5 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

6 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

7 40. 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 41. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.  
11 Code § 17021.

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

16 Any person who engages, has engaged, or proposes to engage in unfair  
17 competition may be enjoined in any court of competent jurisdiction. The court  
18 may make such orders or judgments, including the appointment of a receiver, as  
19 may be necessary to 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.

20 Cal. Bus. & Prof. Code § 17203.

21 43. By the conduct alleged herein, DEFENDANT has engaged and continues to  
22 engage in a business practice which violates California law, including but not limited to, the  
23 applicable Industrial Wage Order(s), the California Code of Regulations and the California  
24 Labor Code including Sections 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198 &  
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 44. By the conduct alleged herein, DEFENDANT’s practices were unlawful and

1 unfair in that these practices violate public policy, were immoral, unethical, oppressive,  
2 unscrupulous or substantially injurious to employees, and were without valid justification or  
3 utility for which this Court should issue equitable and injunctive relief pursuant to Section  
4 17203 of the California Business & Professions Code, including restitution of wages wrongfully  
5 withheld.

6 45. By the conduct alleged herein, DEFENDANT's practices were deceptive and  
7 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally  
8 mandated meal and rest periods, the required amount of compensation for missed meal and rest  
9 periods and overtime and minimum wages owed, and failed to reimburse al necessary business  
10 expenses incurred, due to a systematic business practice that cannot be justified, pursuant to the  
11 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.  
12 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable  
13 relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully  
14 withheld.

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

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

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

28 49. PLAINTIFF further demands on behalf of herself and each member of the

1 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off  
2 duty paid rest period was not timely provided as required by law.

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

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

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

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

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



1 engage in these unlawful and unfair business practices.

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**SECOND CAUSE OF ACTION**

**For Failure To Pay Minimum Wages**

**[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

**(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS  
and Against All Defendants)**

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

56. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT’s willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT’s failure to accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

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

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

60. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANT’s uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS.

61. DEFENDANT’s uniform pattern of unlawful wage and hour practices manifested,

1 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a  
2 result of implementing a uniform policy and practice that denies accurate compensation to  
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to  
4 minimum wage pay.

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

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

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

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

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

1 correct minimum wages for their time worked.

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

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

21  
22 **THIRD CAUSE OF ACTION**

23 **For Failure To Pay Overtime Compensation**

24 **[Cal. Lab. Code §§ 510, *et seq.*]**

25 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
26 **Defendants)**

27 69. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
28 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs

1 of this Complaint.

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

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

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

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

18 74. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and  
19 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to work for  
20 DEFENDANT and were not paid for all the time they worked, including overtime work.

21 75. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,  
22 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a  
23 result of implementing a uniform policy and practice that failed to accurately record overtime  
24 worked by PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied  
25 accurate compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR  
26 SUB-CLASS for overtime worked, including, the overtime work performed in excess of eight  
27 (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any  
28 workweek.

1           76. In committing these violations of the California Labor Code, DEFENDANT  
2 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
3 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted  
4 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation  
5 of the California Labor Code, the Industrial Welfare Commission requirements and other  
6 applicable laws and regulations.

7           77. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
8 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not  
9 receive full compensation for overtime worked.

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

18           79. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
19 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime  
20 worked that they are entitled to, constituting a failure to pay all earned wages..

21           80. DEFENDANT failed to accurately pay the PLAINTIFF and the other members  
22 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which  
23 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,  
24 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR  
25 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT  
26 failed to accurately record and pay as evidenced by DEFENDANT's business records and  
27 witnessed by employees.

28           81. By virtue of DEFENDANT's unlawful failure to accurately pay all earned

1 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
2 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the  
3 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic  
4 injury in amounts which are presently unknown to them and which will be ascertained  
5 according to proof at trial.

6 82. DEFENDANT knew or should have known that PLAINTIFF and the other  
7 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime  
8 worked. 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,  
10 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to  
11 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for  
12 overtime worked.

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

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

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

4 **FOURTH CAUSE OF ACTION**

5 **For Failure to Provide Required Meal Periods**

6 **[Cal. Lab. Code §§ 226.7 & 512 ]**

7 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
8 **Defendants)**

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

12 86. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time  
13 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other  
14 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and  
15 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR  
16 SUB-CLASS MEMBERS does not prevent these employees from being relieved of all of their  
17 duties for the legally required off-duty meal periods. As a result of their rigorous work  
18 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from  
19 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,  
20 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS  
21 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced  
22 by DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFF  
23 and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in  
24 which these employees were required by DEFENDANT to work ten (10) hours of work. As  
25 a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore  
26 forfeited meal breaks without additional compensation and in accordance with DEFENDANT's  
27 strict corporate policy and practice.  
28

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

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

10  
11 **FIFTH CAUSE OF ACTION**

12 **For Failure to Provide Required Rest Periods**

13 **[Cal. Lab. Code §§ 226.7 & 512 ]**

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
15 **Defendants)**

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

19 90. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from  
20 time to time required to work in excess of four (4) hours without being provided ten (10) minute  
21 rest periods. Further, these employees were denied their first rest periods of at least ten (10)  
22 minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest  
23 period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,  
24 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of  
25 ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA LABOR SUB-  
26 CLASS Members were also not provided with one hour wages in lieu thereof. As a result of  
27 their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS  
28 Members were periodically denied their proper rest periods by DEFENDANT and



1 DEFENDANT's managers.

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

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

11  
12 **SIXTH CAUSE OF ACTION**

13 **For Failure to Reimburse Employees for Required Expenses**

14 **[Cal. Lab. Code § 2802]**

15 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
16 **Defendants)**

17 93. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members  
18 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs  
19 of this Complaint.

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

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

24 95. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by  
25 failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS  
26 members for required expenses incurred in the discharge of their job duties for DEFENDANT's  
27 benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA LABOR  
28

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

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

18 **SEVENTH CAUSE OF ACTION**

19 **For Failure to Provide Accurate Itemized Statements**

20 **[Cal. Lab. Code § 226]**

21 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
22 **Defendants)**

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

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

- 1 (1) gross wages earned,
- 2 (2) total hours worked by the employee, except for any employee whose compensation
- 3 is solely based on a salary and who is exempt from payment of overtime under
- 4 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
- 5 Commission,
- 6 (3) the number of piecerate units earned and any applicable piece rate if the employee
- 7 is paid on a piece-rate basis,
- 8 (4) all deductions, provided that all deductions made on written orders of the employee
- 9 may be aggregated and shown as one item,
- 10 (5) net wages earned,
- 11 (6) the inclusive dates of the period for which the employee is paid,
- 12 (7) the name of the employee and his or her social security number, except that by
- 13 January 1, 2008, only the last four digits of his or her social security number or an
- 14 employee identification number other than a social security number may be shown on
- 15 the itemized statement,
- 16 (8) the name and address of the legal entity that is the employer, and
- 17 (9) all applicable hourly rates in effect during the pay period and the corresponding
- 18 number of hours worked at each hourly rate by the employee.

19 99. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her  
20 employees with an accurate itemized wage statement in writing showing, among other things,  
21 gross wages earned and all applicable hourly rates in effect during the pay period and the  
22 corresponding amount of time worked at each hourly rate. Specifically, DEFENDANT violated  
23 Cal. Lab. Code Section 226 by failing to identify the correct rates of pay and number of hours  
24 worked on various wage statements. Aside, from the violations listed above in this paragraph,  
25 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the  
26 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to  
27 time provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage  
28 statements which violated Cal. Lab. Code § 226.



1 immediately.”

2 104. Cal. Lab. Code § 202 provides, in relevant part, that:

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

12 105. There was no definite term in PLAINTIFF’s or any CALIFORNIA LABOR SUB-  
13 CLASS Members’ employment contract.

14 106. Cal. Lab. Code § 203 provides:

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

20 107. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS  
21 Members has terminated and DEFENDANT has not tendered payment of wages, to these  
22 employees who missed meal and rest breaks, as required by law.

23 108. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the  
24 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated,  
25 PLAINTIFF demands up to thirty days of pay as penalty for not paying all wages due at time  
26 of termination for all employees who terminated employment during the CALIFORNIA  
27 LABOR SUB-CLASS PERIOD, and demands an accounting and payment of all wages due,  
28 plus interest and statutory costs as allowed by law.

**PRAYER FOR RELIEF**

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

1. On behalf of the CALIFORNIA CLASS:
  - A) That the Court certify the First Cause of Action asserted by the CALIFORNIA

- 1 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 2 B) An order temporarily, preliminarily and permanently enjoining and restraining
- 3 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- 4 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
- 5 withheld from compensation due to PLAINTIFF and the other members of the
- 6 CALIFORNIA CLASS; and,
- 7 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
- 8 for restitution of the sums incidental to DEFENDANT's violations due to
- 9 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

10 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 11 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
- 12 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class
- 13 action pursuant to Cal. Code of Civ. Proc. § 382;
- 14 B) Compensatory damages, according to proof at trial, including compensatory
- 15 damages for minimum and overtime compensation due PLAINTIFF and the other
- 16 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
- 17 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
- 18 statutory rate;
- 19 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
- 20 in which a violation occurs and one hundred dollars (\$100) per each member of
- 21 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
- 22 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
- 23 an award of costs for violation of Cal. Lab. Code § 226;
- 24 D) The wages of all terminated employees from the CALIFORNIA LABOR
- 25 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
- 26 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;
- 27 E) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
- 28 the applicable IWC Wage Order;

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F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit; and,

G) Liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1.

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 cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §218.5, §226, §1198 and/or §2802.

Dated: August 26, 2019 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: \_\_\_\_\_  
Norman B. Blumenthal  
Attorneys for Plaintiff

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**DEMAND FOR A JURY TRIAL**

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

Dated: August 26, 2019 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: \_\_\_\_\_  
Norman B. Blumenthal  
Attorneys for Plaintiff