

**SUMMONS  
(CITACION JUDICIAL)**

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

**ELECTRONICALLY FILED**

Superior Court of California,  
County of San Diego

**09/20/2019 at 02:03:09 PM**

Clerk of the Superior Court  
By Melinda McClure, Deputy Clerk

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

PATHWAYS COMMUNITY SERVICES LLC, a Limited Liability Company, and DOES 1 through 50, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

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

WILLIE LANG JR., an individual, on behalf of himself 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 SAN DIEGO

Central

330 W. Broadway, San Diego, CA 92101

CASE NUMBER:

(Número del Caso): 37-2019-00049969-CU-OE-CTL

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

Fax No.: (858) 551-1232  
Phone No.: (858) 551-1223

DATE:

(Fecha) 09/23/2019

Clerk, by

(Secretario)

*M McClure*  
M. McClure

, Deputy

(Adjunto)

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

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

[SEAL]



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

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4.  by personal delivery on (date):

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (State Bar #068687)

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10 Attorneys for Plaintiff

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

12 **IN AND FOR THE COUNTY OF SAN DIEGO**

13 WILLIE LANG JR., an individual, on  
14 behalf of himself and on behalf of all  
15 persons similarly situated,

16 Plaintiff,

17 vs.

18 PATHWAYS COMMUNITY SERVICES  
19 LLC, a Limited Liability Company, and  
20 DOES 1 through 50, inclusive,

21 Defendants.

Case No. 37-2019-00049989-CU-OE-CTL

**CLASS ACTION COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226; and,
7. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*]

**DEMAND FOR A JURY TRIAL**

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

4  
5 **THE PARTIES**

6 1. Defendant Pathways Community Services LLC (“DEFENDANT”) is a  
7 corporation that at all relevant times mentioned herein conducted and continues to conduct  
8 substantial business in the state of California.

9 2. DEFENDANT provides behavioral and mental health services via home and  
10 community-based human operations. Founded in 1997, DEFENDANT specializes in case  
11 management to children, adolescents and adults with behavioral and medical health needs.

12 3. PLAINTIFF has been employed by DEFENDANT since August of 2018 and has  
13 been at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly  
14 basis, and entitled to the legally required meal and rest periods and payment of minimum and  
15 overtime wages due for all time worked.

16 4. PLAINTIFF brings this Class Action on behalf of himself and a California class,  
17 defined as all individuals who are or previously were employed by DEFENDANT in California  
18 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the  
19 period beginning four (4) years prior to the filing of this Complaint and ending on the date as  
20 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy  
21 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars  
22 (\$5,000,000.00).

23 5. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA  
24 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during  
25 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s uniform policy and practice  
26 which failed to lawfully compensate these employees. DEFENDANT’s uniform policy and  
27 practice alleged herein is an unlawful, unfair and deceptive business practice whereby  
28 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other members

1 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA  
2 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the  
3 named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been  
4 economically injured by DEFENDANT's past and current unlawful conduct, and all other  
5 appropriate legal and equitable relief.

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

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

23  
24 **THE CONDUCT**

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

1 and CALIFORNIA CLASS Members to work without paying them for all the time they are  
2 under DEFENDANT's control. DEFENDANT consistently requires PLAINTIFF and the  
3 CALIFORNIA CLASS Members to work off the clock without paying them for all the time  
4 they performed post-shift duties, specifically by failing to provide enough labor hours to  
5 accomplish all the job tasks that DEFENDANT expected PLAINTIFF and CALIFORNIA  
6 CLASS Members to complete on a daily and/or weekly basis. DEFENDANT only pays  
7 PLAINTIFF and other CALIFORNIA CLASS Members based on their work scheduled and not  
8 based on the time that these employees actually work for DEFENDANT. Moreover,  
9 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be  
10 PLAINTIFF's off-duty meal break. PLAINTIFF is from time to time interrupted by work  
11 assignments, including answering service calls from customers. Indeed there are many days  
12 where PLAINTIFF does not even receive a partial lunch. As a result, the PLAINTIFF and other  
13 CALIFORNIA CLASS Members forfeit minimum wage and overtime compensation by  
14 regularly working without their time being accurately recorded and without compensation at the  
15 applicable minimum wage and overtime rates. DEFENDANT's uniform policy and practice  
16 not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is  
17 evidenced by DEFENDANT's business records.

18 9. During the CALIFORNIA CLASS PERIOD, DEFENDANT does not have in  
19 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other  
20 CALIFORNIA CLASS Members for the actual time these employees worked each day,  
21 including overtime hours. As a result, DEFENDANT is able to and did in fact systematically,  
22 unlawfully, and unilaterally alter the time recorded in DEFENDANT's timekeeping system for  
23 PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these  
24 employees the applicable overtime compensation for overtime worked and to avoid paying these  
25 employees for missed meal breaks. Moreover, DEFENDANT's uniform business practice  
26 requires PLAINTIFF and CALIFORNIA CLASS Members to clock out of DEFENDANT's  
27 timekeeping system to stay within the allotted hours and continue to work off the clock. Faced  
28 with discipline, including termination, if they do not work off the clock in order to complete

1 their assigned duties for DEFENDANT, PLAINTIFF and the CALIFORNIA CLASS Members  
2 are compelled by DEFENDANT's allocation policy to work off the clock. As a result,  
3 PLAINTIFF and the CALIFORNIA CLASS Members forfeit hours worked by regularly  
4 working after the end of their scheduled shift after clocking out without their time worked on  
5 post-shift duties being accurately recorded and without compensation being paid for all time  
6 worked at the correct overtime rates. Thus, PLAINTIFF and other CALIFORNIA CLASS  
7 Members forfeit time worked by regularly working without their time being accurately recorded  
8 and without compensation at the applicable overtime rates.

9 10. The mutability of the timekeeping system also allows DEFENDANT to alter  
10 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT's  
11 timekeeping system so as to create the appearance that PLAINTIFF and other CALIFORNIA  
12 CLASS Members clocked out for a thirty (30) minute meal break when in fact the employees  
13 are not at all times provided an off-duty meal break. This practice is a direct result of  
14 DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30)  
15 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.  
16 As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS  
17 Members are also from time to time unable to take thirty (30) minute off duty meal breaks and  
18 are not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA  
19 CLASS Members were required to perform work as ordered by DEFENDANT for more than  
20 five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT fails  
21 to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal  
22 period for some workdays in which these employees are required by DEFENDANT to work ten  
23 (10) hours of work. PLAINTIFF and other members of the CALIFORNIA CLASS therefore  
24 forfeit meal breaks without additional compensation and in accordance with DEFENDANT's  
25 strict corporate policy and practice.

26 11. In addition, when DEFENDANT requires PLAINTIFFS and other CALIFORNIA  
27 CLASS Members to engage in additional work, after already clocking out of DEFENDANT's  
28 timekeeping system, by logging into DEFENDANT's database, Cerner, and uploading

1 documentation about DEFENDANT's clients. These actions resulted in a second reporting for  
2 work in a single workday. In such a circumstance of a second reporting for work in a single  
3 workday, DEFENDANT failed to pay these employees reporting time pay as required by Cal.  
4 Code Regs., tit. 8, § 11040. Subdivision 5(B) states: "If an employee is required to report for  
5 work a second time in any one workday and is furnished less than two (2) hours of work on the  
6 second reporting, said employee shall be paid for two (2) hours at the employee's regular rate  
7 of pay, which shall not be less than the minimum wage." Cal. Code Regs., tit. 8, § 11040, subd.  
8 5(B).

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

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

1 other members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab.  
2 Code § 226.

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

13 15. By reason of this uniform conduct applicable to PLAINTIFF and all  
14 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in  
15 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*  
16 (the "UCL"), by engaging in a company-wide policy and procedure which fails to accurately  
17 calculate and record all missed meal and rest periods and failed to pay all minimum and  
18 overtime wages due to PLAINTIFF and other CALIFORNIA CLASS Members. The proper  
19 recording of these employees' missed meal and rest breaks is the DEFENDANT's burden. As  
20 a result of DEFENDANT's intentional disregard of the obligation to meet this burden,  
21 DEFENDANT fails to properly calculate and/or pay all required compensation for work  
22 performed by the members of the CALIFORNIA CLASS and violated the California Labor  
23 Code and regulations promulgated thereunder as herein alleged.

24 16. Specifically as to PLAINTIFF, DEFENDANT fails to provide all the legally  
25 required off-duty meal and rest breaks to him as required by the applicable Wage Order and  
26 Labor Code and failed to pay him all minimum and overtime wages due to him. DEFENDANT  
27 does not have a policy or practice which provides timely off-duty meal and rest breaks to  
28 PLAINTIFF and also fails to compensate PLAINTIFF for his missed meal and rest breaks. The



1 nature of the work performed by the PLAINTIFF does not prevent him from being relieved of  
2 all of his duties for the legally required off-duty meal periods. As a result, DEFENDANT's  
3 failure to provide PLAINTIFF with the legally required meal periods is evidenced by  
4 DEFENDANT's business records. DEFENDANT also requires PLAINTIFF to work off the  
5 clock without paying him for all the time he is working for DEFENDANT and performing post-  
6 shift duties, specifically by failing to provide enough labor hours to accomplish all the job tasks  
7 that DEFENDANT expects PLAINTIFF to complete on a daily and/or weekly basis. As a result  
8 of DEFENDANT not accurately recording all missed meal and rest periods and/or minimum  
9 and overtime wages due, the wage statements issued to PLAINTIFF by DEFENDANT violated  
10 California law, and in particular, Labor Code Section 226(a). The amount in controversy for  
11 PLAINTIFF individually does not exceed the sum or value of \$75,000.

### 12 13 **JURISDICTION AND VENUE**

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

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

### 24 **THE CALIFORNIA CLASS**

25 19. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
26 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
27 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as  
28

1 all individuals who are or previously were employed by DEFENDANT in California and  
2 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the  
3 period beginning four (4) years prior to the filing of this Complaint and ending on the date as  
4 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy  
5 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars  
6 (\$5,000,000.00).

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

10 21. DEFENDANT, as a matter of company policy, practice and procedure, and in  
11 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order  
12 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
13 wilfully, engages in a practice whereby DEFENDANT systematically fails to record all meal  
14 and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though  
15 DEFENDANT enjoys the benefit of this work, requires employees to perform this work and  
16 permits or suffers to permit this work.

17 22. DEFENDANT has the legal burden to establish that each and every  
18 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as  
19 required by California laws. The DEFENDANT, however, as a matter of uniform and  
20 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS  
21 PERIOD and still fails to have in place a policy or practice to ensure that each and every  
22 CALIFORNIA CLASS Member is paid as required by law. This common business practice is  
23 applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-  
24 wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§  
25 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not elements of this claim.

26 23. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA  
27 CLASS Members is impracticable.

28 24. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under

1 California law by:

- 2 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.  
3 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or  
4 deceptively having in place company policies, practices and procedures  
5 that uniformly and systematically failed to record and pay PLAINTIFF  
6 and the other members of the CALIFORNIA CLASS for all time worked,  
7 including reporting time pay, minimum wages owed and overtime wages  
8 owed for work performed by these employees; and,
- 9 (b) Committing an act of unfair competition in violation of the UCL, by  
10 failing to provide the PLAINTIFF and the other members of the  
11 CALIFORNIA CLASS with the legally required meal and rest periods.

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

- 14 (a) The persons who comprise the CALIFORNIA CLASS are so numerous  
15 that the joinder of all such persons is impracticable and the disposition of  
16 their claims as a class will benefit the parties and the Court;
- 17 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues  
18 that are raised in this Complaint are common to the CALIFORNIA  
19 CLASS will apply uniformly to every member of the CALIFORNIA  
20 CLASS;
- 21 (c) The claims of the representative PLAINTIFF are typical of the claims of  
22 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the  
23 other members of the CALIFORNIA CLASS, is classified as a non-  
24 exempt employee paid on an hourly basis who has been subjected to the  
25 DEFENDANT's deceptive practice and policy which failed to provide the  
26 legally required meal and rest periods to the CALIFORNIA CLASS and  
27 thereby systematically underpaid compensation to PLAINTIFF and  
28 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a

1 result of DEFENDANT's employment practices. PLAINTIFF and the  
2 members of the CALIFORNIA CLASS were and are similarly or  
3 identically harmed by the same unlawful, deceptive, unfair and pervasive  
4 pattern of misconduct engaged in by DEFENDANT; and,

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

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

15 (a) Without class certification and determination of declaratory, injunctive,  
16 statutory and other legal questions within the class format, prosecution of  
17 separate actions by individual members of the CALIFORNIA CLASS will  
18 create the risk of:

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

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

28 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to

1 act on grounds generally applicable to the CALIFORNIA CLASS, making  
2 appropriate class-wide relief with respect to the CALIFORNIA CLASS  
3 as a whole in that DEFENDANT uniformly failed to pay all wages due to  
4 members of the CALIFORNIA CLASS as required by law;

5 1) With respect to the First Cause of Action, the final relief on behalf  
6 of the CALIFORNIA CLASS sought does not relate exclusively to  
7 restitution because through this claim PLAINTIFF seeks  
8 declaratory relief holding that the DEFENDANT's policy and  
9 practices constitute unfair competition, along with declaratory  
10 relief, injunctive relief, and incidental equitable relief as may be  
11 necessary to prevent and remedy the conduct declared to constitute  
12 unfair competition;

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

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

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

28 A. Inconsistent or varying adjudications with respect to

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

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

9 3) In the context of wage litigation because a substantial number of  
10 individual CALIFORNIA CLASS Members will avoid asserting  
11 their legal rights out of fear of retaliation by DEFENDANT, which  
12 may adversely affect an individual's job with DEFENDANT or  
13 with a subsequent employer, the Class Action is the only means to  
14 assert their claims through a 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 27. 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 CLASS  
23 predominate over any question affecting only individual CALIFORNIA  
24 CLASS Members because the DEFENDANT's employment practices are  
25 uniform and systematically applied with respect to the CALIFORNIA  
26 CLASS;

27 (b) A Class Action is superior to any other available method for the fair and  
28 efficient adjudication of the claims of the members of the CALIFORNIA

1 CLASS because in the context of employment litigation a substantial  
2 number of individual CALIFORNIA CLASS Members will avoid  
3 asserting their rights individually out of fear of retaliation or adverse  
4 impact on their employment;

5 (c) The members of the CALIFORNIA CLASS are so numerous that it is  
6 impractical to bring all members of the CALIFORNIA CLASS before the  
7 Court;

8 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be  
9 able to obtain effective and economic legal redress unless the action is  
10 maintained as a Class Action;

11 (e) There is a community of interest in obtaining appropriate legal and  
12 equitable relief for the acts of unfair competition, statutory violations and  
13 other improprieties, and in obtaining adequate compensation for the  
14 damages and injuries which DEFENDANT's actions have inflicted upon  
15 the CALIFORNIA CLASS;

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

19 (g) DEFENDANT has acted or refused to act on grounds generally applicable  
20 to the CALIFORNIA CLASS, thereby making final class-wide relief  
21 appropriate with respect to the CALIFORNIA CLASS as a whole;

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

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

28 28. DEFENDANT maintains records from which the Court can ascertain and identify

1 by job title each of DEFENDANT’s employees who as have been systematically, intentionally  
2 and uniformly subjected to DEFENDANT’s company policy, practices and procedures as herein  
3 alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles  
4 of similarly situated employees when they have been identified.

5  
6 **THE CALIFORNIA LABOR SUB-CLASS**

7 29. PLAINTIFF further brings the Second, Third, Fourth, Fifth, and Sixth Causes of  
8 Action on behalf of a California sub-class, defined as all members of the CALIFORNIA  
9 CLASS who are or previously were employed by DEFENDANT in California (the  
10 “CALIFORNIA LABOR SUB-CLASS”) at any time during the period three (3) years prior to  
11 the filing of the complaint and ending on the date as determined by the Court (the  
12 “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382.  
13 The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS  
14 Members is under five million dollars (\$5,000,000.00).

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

27 31. DEFENDANT maintains records from which the Court can ascertain and identify  
28 by name and job title, each of DEFENDANT’s employees who have been systematically,



1 intentionally and uniformly subjected to DEFENDANT's company policy, practices and  
2 procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include  
3 any additional job titles of similarly situated employees when they have been identified.

4 32. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
5 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

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

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

21 34. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS  
22 under California law by:

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

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LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

- (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee; and,
- (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks.

35. 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 LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members 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 LABOR SUB-CLASS and will apply uniformly to every member of the CALIFORNIA LABOR SUB-CLASS;
- (c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, is a non-exempt employee paid on an hourly basis who has been subjected to the DEFENDANT’s practice and policy which fails to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANT’s employment practices. PLAINTIFF and the members of the

1 CALIFORNIA LABOR SUB-CLASS were and are similarly or  
2 identically harmed by the same unlawful, deceptive, unfair and pervasive  
3 pattern of misconduct engaged in by DEFENDANT; and,

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

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

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

18 1) Inconsistent or varying adjudications with respect to individual  
19 members of the CALIFORNIA LABOR SUB-CLASS which  
20 would establish incompatible standards of conduct for the parties  
21 opposing the CALIFORNIA LABOR SUB-CLASS; or,

22 2) Adjudication with respect to individual members of the  
23 CALIFORNIA LABOR SUB-CLASS which would as a practical  
24 matter be dispositive of interests of the other members not party to  
25 the adjudication or substantially impair or impede their ability to  
26 protect their interests.

27 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted  
28 or refused to act on grounds generally applicable to the CALIFORNIA

1 LABOR SUB-CLASS, making appropriate class-wide relief with respect  
2 to the CALIFORNIA LABOR SUB-CLASS as a whole in that  
3 DEFENDANT uniformly fails to pay all wages due. Including the correct  
4 wages for all time worked by the members of the CALIFORNIA LABOR  
5 SUB-CLASS as required by law;

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

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

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

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

26 B. Adjudications with respect to individual members of the  
27 CALIFORNIA LABOR SUB-CLASS would as a practical  
28 matter be dispositive of the interests of the other members

1 not parties to the adjudication or substantially impair or  
2 impede their ability to protect their interests;

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

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 LABOR SUB-CLASS because in the context of employment litigation a  
23 substantial number of individual CALIFORNIA LABOR SUB-CLASS  
24 Members will avoid asserting their rights individually out of fear of  
25 retaliation or adverse impact on their employment;

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

- 1 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS  
2 Members, will not be able to obtain effective and economic legal redress  
3 unless the action is 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 LABOR SUB-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 LABOR SUB-CLASS for the injuries sustained;
- 12 (g) DEFENDANT has acted or refused to act on grounds generally applicable  
13 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-  
14 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-  
15 CLASS as a whole;
- 16 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily  
17 ascertainable from the business records of DEFENDANT. The  
18 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA  
19 CLASS Members who worked for DEFENDANT in California at any  
20 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 21 (i) Class treatment provides manageable judicial treatment calculated to bring  
22 a efficient and rapid conclusion to all litigation of all wage and hour  
23 related claims arising out of the conduct of DEFENDANT as to the  
24 members of the CALIFORNIA LABOR SUB-CLASS.

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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

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

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

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

8 39. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.  
9 Code § 17021.

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

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

18 Cal. Bus. & Prof. Code § 17203.

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

26 42. By the conduct alleged herein, DEFENDANT’s practices are unlawful and unfair  
27 in that these practices violate public policy, are immoral, unethical, oppressive, unscrupulous  
28 or substantially injurious to employees, and are without valid justification or utility for which

1 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the  
2 California Business & Professions Code, including restitution of wages wrongfully withheld.

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

11 44. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair  
12 and deceptive in that DEFENDANT's employment practices cause PLAINTIFF and the other  
13 members of the CALIFORNIA CLASS to be underpaid during their employment with  
14 DEFENDANT.

15 45. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair  
16 and deceptive in that DEFENDANT's uniform policies, practices and procedures fail to provide  
17 all legally required meal breaks to PLAINTIFF and the other members of the CALIFORNIA  
18 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

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

24 47. PLAINTIFF further demands on behalf of himself and each member of the  
25 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off  
26 duty paid rest period was not timely provided as required by law.

27 48. By and through the unlawful and unfair business practices described herein,  
28 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the



1 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and  
2 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
3 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT  
4 to unfairly compete against competitors who comply with the law.

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

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

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

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

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

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

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

14 62. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
15 other members of the CALIFORNIA LABOR SUB-CLASS are paid less for time worked that  
16 they are entitled to, constituting a failure to pay all earned wages. DEFENDANT fails to  
17 accurately pay the PLAINTIFF and members of the CALIFORNIA LABOR SUB-CLASS the  
18 wages for the time they work in accordance with 1197 & 1197.1, even though the PLAINTIFF  
19 and the other members of the CALIFORNIA LABOR SUB-CLASS are regularly required,  
20 permitted or suffered to work, and do in fact work, off the clock time as to which  
21 DEFENDANT fails to accurately record and pay as evidenced by DEFENDANT's business  
22 records and witnessed by employees.

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

28 64. DEFENDANT knew or should have known that PLAINTIFF and the other

1 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their time  
2 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross  
3 nonfeasance, to not pay employees for their labor as a matter of uniform company policy,  
4 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to  
5 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the  
6 correct reporting time pay and minimum wages for their time worked.

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

15 66. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
16 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as  
17 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided  
18 by the California Labor Code and/or other applicable statutes. DEFENDANT's conduct as  
19 alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other  
20 CALIFORNIA 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 67. 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 68. 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 69. 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 70. 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 71. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
15 including reporting time pay and minimum wage and overtime compensation and interest  
16 thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the  
17 employment of an employee for longer hours than those fixed by the Industrial Welfare  
18 Commission is unlawful.

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

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

1 workweek.

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

8 75. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and  
9 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by  
10 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked  
11 including overtime work.

12 76. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
13 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS are not  
14 receiving full compensation for overtime worked.

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

23 78. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
24 other members of the CALIFORNIA LABOR SUB-CLASS are paid less for overtime worked  
25 that they are entitled to, constituting a failure to pay all earned wages.

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

1 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
2 CLASS are required to work, and did in fact work, overtime as to which DEFENDANT fails  
3 to accurately record and pay as evidenced by DEFENDANT's business records and witnessed  
4 by employees.

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

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

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

26 83. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
27 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,  
28 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided

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

4  
5 **FOURTH CAUSE OF ACTION**

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

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

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

9 84. 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 85. During the CALIFORNIA CLASS PERIOD, DEFENDANT fails to provide all  
13 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR  
14 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature  
15 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS  
16 does not prevent these employees from being relieved of all of their duties for the legally  
17 required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and  
18 other CALIFORNIA LABOR SUB-CLASS Members are from time to time not fully relieved  
19 of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to  
20 provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally  
21 required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's  
22 business records. Further, DEFENDANT fails to provide PLAINTIFF and CALIFORNIA  
23 CLASS Members with a second off-duty meal period in some workdays in which these  
24 employees were required by DEFENDANT to work ten (10) hours of work. As a result,  
25 PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeit  
26 meal breaks without additional compensation and in accordance with DEFENDANT's strict  
27 corporate policy and practice.

28 86. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable



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

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

9  
10 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

28 90. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable

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

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

9  
10 **SIXTH CAUSE OF ACTION**

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

12 **[Cal. Lab. Code § 226]**

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

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

18 93. Cal. Labor Code § 226 provides that an employer must furnish employees with  
19 an “accurate itemized” statement in writing showing:

20 (1) gross wages earned,

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

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

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

- 1 (5) net wages earned,
- 2 (6) the inclusive dates of the period for which the employee is paid,
- 3 (7) the name of the employee and his or her social security number, except that by
- 4 January 1, 2008, only the last four digits of his or her social security number or an
- 5 employee identification number other than a social security number may be shown on
- 6 the itemized statement,
- 7 (8) the name and address of the legal entity that is the employer, and
- 8 (9) all applicable hourly rates in effect during the pay period and the corresponding
- 9 number of hours worked at each hourly rate by the employee.

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

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

1 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according  
2 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for  
3 PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

4  
5 **SEVENTH CAUSE OF ACTION**

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

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

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

9 96. PLAINTIFF incorporates by reference the allegations set forth in paragraphs 1-95,  
10 supra, as though fully set forth at this point.

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

21 98. PLAINTIFF, and such persons that may be added from time to time who satisfy  
22 the requirements and exhaust the administrative procedures under the Private Attorney General  
23 Act, brings this Representative Action on behalf of the State of California with respect to  
24 himself and all individuals who are or previously were employed by DEFENDANT in  
25 California and classified as non-exempt employees (the "AGGRIEVED EMPLOYEES") during  
26 the time period of July 1, 2018 until a date as determined by the Court (the "PAGA PERIOD").

27 99. On July 1, 2019, PLAINTIFF gave written notice by electronic mail to the Labor  
28 and Workforce Development Agency (the "Agency") and by certified mail to the employer of

1 the specific provisions of this code alleged to have been violated as required by Labor Code §  
2 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference herein. The  
3 statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired.  
4 As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil  
5 action under PAGA pursuant to Section 2699 as the proxy of the State of California with  
6 respect to all AGGRIEVED EMPLOYEES as herein defined.

7 100. The policies, acts and practices heretofore described were and are an unlawful  
8 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other  
9 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record  
10 and provide legally required meal and rest periods, (c) failed to pay overtime wages, and (d)  
11 failed to pay minimum wages, all in violation of the applicable Labor Code sections listed in  
12 Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1), 558(a)(2), 1194, 1197,  
13 1197.1, 1198, and the applicable Industrial Wage Order(s), and thereby gives rise to civil  
14 penalties as a result of such conduct.<sup>1</sup> PLAINTIFF hereby seeks recovery of civil penalties as  
15 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the  
16 State of California for the illegal conduct perpetrated on PLAINTIFF and the other  
17 AGGRIEVED EMPLOYEES.

18 101. Some or all of the conduct and violations alleged herein occurred during the  
19 PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not  
20 affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations  
21 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*  
22 2018 AJDAR 12157 (Certified for Publication 12/19/18).

23 **PRAYER FOR RELIEF**

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

26 \_\_\_\_\_

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

- 1 1. On behalf of the CALIFORNIA CLASS:
- 2 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
- 3 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 4 B) An order temporarily, preliminarily and permanently enjoining and restraining
- 5 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- 6 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
- 7 withheld from compensation due to PLAINTIFF and the other members of the
- 8 CALIFORNIA CLASS; and,
- 9 D) Restitutionary disgorgement of DEFENDANT’s ill-gotten gains into a fluid fund
- 10 for restitution of the sums incidental to DEFENDANT’s violations due to
- 11 PLAINTIFF and to the other members of the CALIFORNIA CLASS.
- 12 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:
- 13 A) That the Court certify the Second, Third, Fourth, Fifth, and Sixth Causes of
- 14 Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
- 15 pursuant to Cal. Code of Civ. Proc. § 382;
- 16 B) Compensatory damages, according to proof at trial, including compensatory
- 17 damages for minimum and overtime compensation due PLAINTIFF and the other
- 18 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
- 19 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
- 20 statutory rate;
- 21 C) Meal and rest period compensation pursuant to California Labor Code Section
- 22 226.7 and the applicable IWC Wage Order;
- 23 D) Liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 24 and,
- 25 E) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
- 26 in which a violation occurs and one hundred dollars (\$100) per each member of
- 27 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
- 28 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and







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# EXHIBIT 1

# BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:  
1004

July 1, 2019  
CA1789

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

Labor and Workforce Development Agency  
Online Filing

Pathways Community Services LLC  
Certified Mail # 70181830000123837130  
CSC - Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 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 Defendant Pathways Community Services LLC as non-exempt employees during the time period of July 1, 2018 until a date as determined by the Court. Our offices represent Plaintiff Willie Lang Jr. (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Pathways Community Services LLC (“Defendant”). Plaintiff has been employed by Defendant in California since August of 2018 as a nonexempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully fails to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, reporting time wages, and for all of their missed meal and rest breaks. As a consequence of the aforementioned violations, Plaintiff further contends that Defendant fails to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant fails to comply with Industrial Wage Order 7(A)(3) in that Defendant fails 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 §§ 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 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 Relations 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 Statute 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.