

**SUMMONS  
(CITACION JUDICIAL)**

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

TITAN WORKFORCE, a California Corporation; and DOES 1-50, Inclusive,

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

ALAN CARRILLO RODRIGUEZ, an individual, on behalf of himself and on behalf of all persons similarly situated,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
**FILED**  
SUPERIOR COURT-STOCKTON  
2022 APR 26 AM 10:49  
BRANDON E. RILEY, CLERK  
DANIELLE JEANDEBIE  
BY \_\_\_\_\_  
DEPUTY

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

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

San Joaquin Superior Court  
180 E. Weber Avenue  
Stockton, CA 95202

STK-CV-UDE-2022-3036

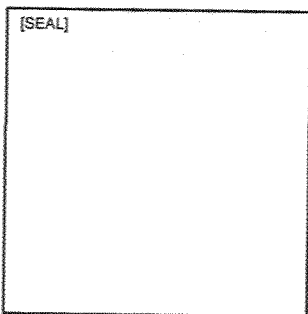
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
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DANIELLE JEANDEBIE

DATE: APR 26 2022 BRANDON E. RILEY Clerk, by \_\_\_\_\_, Deputy  
(Fecha) (Secretario) (Adjunto)

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



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

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- 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):	
- by personal delivery on (date):

FILE BY FAX

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19 Attorneys for Plaintiff ALAN CARRILLO RODRIGUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN JOAQUIN**

20 ALAN CARRILLO RODRIGUEZ, an  
21 individual, on behalf of himself and on behalf of  
22 all persons similarly situated,

23 Plaintiff,

24 v.

25 TITAN WORKFORCE, a California  
26 Corporation; and DOES 1-50, Inclusive,

27 Defendants.  
28

Case No: STK-CV-UOE-2022- 3030

**CLASS ACTION COMPLAINT FOR:**

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

FILED  
SUPERIOR COURT-STOCKTON  
2022 APR 26 AM 10:49  
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DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and,  
8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CALIFORNIA LABOR CODE §2802;  
9) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.]

**DEMAND FOR A JURY TRIAL**

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

**THE PARTIES**

1. Defendant TITAN WORKFORCE (“DEFENDANT”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California, owns, operates, and/or manages construction services in the residential and commercial construction industry throughout the county of San Joaquin.

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

3. The agents, servants, and/or employees of the DEFENDANT and each of them acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendant, and personally participated in the conduct

1 alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.  
2 Consequently, the acts of each Defendant are legally attributable to the other DEFENDANT and  
3 all DEFENDANT are jointly and severally liable to PLAINTIFF and the other members of the  
4 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
5 Defendant's agents, servants and/or employees.

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

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

17 6. PLAINTIFF has been employed by DEFENDANT in California from August of  
18 2021 to November of 2021 and at all times has been classified by DEFENDANT as a non-exempt  
19 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and  
20 payment of minimum and overtime wages due for all time worked.

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

27 8. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA  
28 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during

1 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to  
2 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged  
3 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained  
4 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA  
5 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction  
6 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the  
7 other members of the CALIFORNIA CLASS who have been economically injured by  
8 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable  
9 relief.

10 9. DEFENDANT's uniform policies and practices alleged herein were unlawful,  
11 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain  
12 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

13 10. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an  
14 injunction enjoining such conduct by DEFENDANT in the future, relief for the named  
15 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically  
16 injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and  
17 equitable relief.

18 **JURISDICTION AND VENUE**

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

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

28 ///

**THE CONDUCT**

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

**A. Meal Period Violations**

14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT's control. Specifically, as a result of PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing,

1 DEFENDANT required PLAINTIFF to work during what was supposed to be PLAINTIFF's off-  
2 duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial  
3 lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited  
4 minimum wage and overtime wages by regularly working without their time being accurately  
5 recorded and without compensation at the applicable minimum wage and overtime rates.  
6 DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA  
7 CLASS Members for all time worked is evidenced by DEFENDANT's business records.

8 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work  
9 requirements and DEFENDANT's inadequate staffing practices, PLAINTIFF and other  
10 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off-  
11 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and  
12 other CALIFORNIA CLASS Members were required from time to time to perform work as  
13 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a  
14 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and  
15 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which  
16 these employees were required by DEFENDANT to work ten (10) hours of work from time to  
17 time. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS  
18 Members does not qualify for limited and narrowly construed "on-duty" meal period exception.  
19 When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS  
20 Members were, from time to time, required to remain on duty and on call. PLAINTIFF and other  
21 CALIFORNIA CLASS Members therefore forfeited meal breaks without additional  
22 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

23 **B. Rest Period Violations**

24 16. From time-to-time during the CLASS PERIOD, PLAINTIFF and other  
25 CALIFORNIA CLASS members were also required from time to time to work in excess of four  
26 (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work  
27 requirements and DEFENDANT's inadequate staffing. Further, for the same reasons these  
28 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked

1 of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten  
2 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and  
3 a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)  
4 hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and  
5 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or  
6 on call. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-  
7 hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT's  
8 inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to  
9 time denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

10 **C. Unreimbursed Business Expenses**

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

22 18. In the course of their employment, DEFENDANT required PLAINTIFF and other  
23 CALIFORNIA CLASS Members to use their personal cell phones, personal vehicles, and  
24 personal expenses for the purchase of tools as a result of and in furtherance of their job duties as  
25 employees for DEFENDANT. PLAINTIFF and other CALIFORNIA CLASS Members were  
26 often required to use their personal vehicles to drive between different job sites and were required  
27 to use their personal cell phones to communicate with project managers. Additionally,  
28 PLAINTIFF and other CALIFORNIA CLASS Members were required to incur personal expenses



1 as a result of purchasing tools in order to perform work-related tasks for DEFENDANT. But for  
2 the use of their own personal cell phones, personal vehicles, and personal expenses for the  
3 purchase of tools, PLAINTIFF and the CALIFORNIA CLASS Members could not complete their  
4 essential job duties. Additionally, PLAINTIFF and other CALIFORNIA CLASS Members often  
5 incurred personal expenses in the line of business that were required to complete their essential  
6 job duties. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other  
7 CALIFORNIA CLASS Members for their use of their personal cell phones, personal vehicles,  
8 and personal expenses for the purchase of tools. As a result, in the course of their employment  
9 with DEFENDANT, the PLAINTIFF and other CALIFORNIA CLASS Members incurred  
10 unreimbursed business expenses, but were not limited to, costs related to the use of their personal  
11 cellular phones, personal vehicles, and personal expenses for the purchase of tools, all on behalf  
12 of and for the benefit of DEFENDANT.

13 **D. Wage Statement Violations**

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

22 20. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
23 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed  
24 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed  
25 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate  
26 wage statements which failed to show, among other things, the total hours worked and all  
27 applicable hourly rates in effect during the pay period and the corresponding amount of time  
28

1 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
2 periods.

3 21. DEFENDANT, from time to time, failed to provide PLAINTIFF and the  
4 CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226.  
5 Specifically, DEFENDANT failed to include the correct total number of hours worked on the  
6 wage statements.

7 22. As a result, DEFENDANT issued PLAINTIFF and the other members of the  
8 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,  
9 DEFENDANT's violations are knowing and intentional, were not isolated or due to an  
10 unintentional payroll error due to clerical or inadvertent mistake.

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

12 23. During the CLASS PERIOD, from time-to-time DEFENDANT failed and  
13 continue to fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA  
14 CLASS for all hours worked.

15 24. During the CLASS PERIOD, from time-to-time DEFENDANT required  
16 PLAINTIFF and other members of the CALIFORNIA CLASS to perform post-shift work,  
17 including but not limited to, cleaning up the job sites after shifts, and spending time under  
18 DEFENDANT's control for which he was not compensated. This resulted in PLAINTIFF and  
19 other members of the CALIFORNIA CLASS to have to work while off-the-clock.

20 25. DEFENDANT directed benefited from the uncompensated off-the-clock work  
21 performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

22 26. DEFENDANT controlled the work schedules, duties, protocols, applications,  
23 assignments, and employment conditions of PLAINTIFF and the other members of the  
24 CALIFORNIA CLASS.

25 27. DEFENDANT was able to track the amount of time PLAINTIFF and the other  
26 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to  
27 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
28 wages earned and owed for all the work they performed, including cleaning up after shifts.

1 28. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-  
2 exempt employees, subject to the requirements of the California Labor Code.

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

8 30. DEFENDANT knew or should have known that PLAINTIFF and the other  
9 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

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

15 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**  
16 **Sick Pay**

17 32. From time-to-time during the CLASS PERIOD, DEFENDANT failed and  
18 continue to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
19 members for their overtime and double time hours worked, meal and rest period premiums, and  
20 sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages  
21 due them for working overtime without compensation at the correct overtime and double time  
22 rates, meal and rest period premiums, and sick pay rates. DEFENDANT's uniform policy and  
23 practice to not pay the CALIFORNIA CLASS members the correct rate for all overtime and  
24 double time worked, meal and rest period premiums, and sick pay in accordance with applicable  
25 law is evidenced by DEFENDANT's business records.

26 33. State law provides that employees must be paid overtime at one-and-one-half times  
27 their "regular rate of pay."  
28

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

12 **G. Unlawful Rounding Violations**

13           35. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in  
14 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other  
15 CALIFORNIA CLASS Members for the actual time these employees worked each day, including  
16 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and  
17 practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being  
18 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did  
19 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping  
20 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying  
21 these employees for all their time worked, including the applicable overtime compensation for  
22 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from time  
23 to time, forfeited compensation for their time worked by working without their time being  
24 accurately recorded and without compensation at the applicable overtime rates.

25           36. Further, the mutability of DEFENDANTS' timekeeping system and unlawful  
26 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time  
27 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding  
28 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work

1 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an  
2 off-duty meal break. Additionally, DEFENDANTS’ unlawful rounding policy and practice  
3 caused PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by  
4 DEFENDANTS for more than ten (10) hours during a shift without receiving a second off-duty  
5 meal break.

6 37. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
7 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.  
8 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)  
9 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to  
10 provide PLAINTIFF with a second off-duty meal period each workday in which he was required  
11 by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF  
12 with a rest break, they required PLAINTIFF to remain on-duty and on-call, for the rest break.  
13 DEFENDANTS’ policy caused PLAINTIFF to remain on-call and on-duty during what was  
14 supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks  
15 without additional compensation and in accordance with DEFENDANTS’ strict corporate policy  
16 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with a paystub that failed to  
17 comply with Cal. Lab. Code § 226. Further, DEFENDANTS failed to reimburse PLAINTIFF for  
18 the use of his personal cell phone, personal vehicle, and personal expenses for the purchase of  
19 tools as a result of and in furtherance of his job duties for DEFENDANTS. To date,  
20 DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time  
21 compensation still owed to him or any penalty wages owed to him under Cal. Lab. Code § 203.  
22 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of  
23 \$75,000.

24 **H. CLASS ACTION ALLEGATIONS**

25 38. PLAINTIFF brings the First through Eighth Causes of Action as a class action  
26 pursuant to California Code of Civil Procedure § 382 on behalf of all of DEFENDANT’s current  
27 and former non-exempt California employees (“CALIFORNIA CLASS”) during the period  
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1 beginning four years prior to the filing of the Complaint and ending on a date determined by the  
2 Court (“CLASS PERIOD”).

3 39. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been  
4 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
5 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
6 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate  
7 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain  
8 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

9 40. The members of the class are so numerous that joinder of all class members is  
10 impractical.

11 41. Common questions of law and fact regarding DEFENDANT’s conduct, including  
12 but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to  
13 accurately calculate the regular rate of pay for overtime compensation, failure to accurately  
14 calculate the regular rate of compensation for missed meal and rest period premiums, failing to  
15 provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure  
16 to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least  
17 minimum wage and overtime, exist as to all members of the class and predominate over any  
18 questions affecting solely any individual members of the class. Among the questions of law and  
19 fact common to the class are:

- 20 a. Whether DEFENDANT maintained legally compliant meal period policies and  
21 practices;
- 22 b. Whether DEFENDANT maintained legally compliant rest period policies and  
23 practices;
- 24 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS  
25 Members accurate premium payments for missed meal and rest periods;
- 26 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS  
27 Members accurate overtime wages;

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- 1 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 2 Members at least minimum wage for all hours worked;
- 3 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
- 4 CLASS Members for required business expenses;
- 5 g. Whether DEFENDANT issued legally compliant wage statements;
- 6 h. Whether DEFENDANT committed an act of unfair competition by systematically
- 7 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
- 8 CLASS for all time worked;
- 9 i. Whether DEFENDANT committed an act of unfair competition by systematically
- 10 failing to record all meal and rest breaks missed by PLAINTIFF and other
- 11 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
- 12 of this work, required employees to perform this work and permits or suffers to
- 13 permit this work;
- 14 j. Whether DEFENDANT committed an act of unfair competition in violation of the
- 15 UCL, by failing to provide the PLAINTIFF and the other members of the
- 16 CALIFORNIA CLASS with the legally required meal and rest periods.

17 42. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as  
18 a result of DEFENDANT’s conduct and actions alleged herein.

19 43. PLAINTIFF’s claims are typical of the claims of the class, and PLAINTIFF has  
20 the same interests as the other members of the class.

21 44. PLAINTIFF will fairly and adequately represent and protect the interests of the  
22 CALIFORNIA CLASS Members.

23 45. PLAINTIFF retained able class counsel with extensive experience in class action  
24 litigation.

25 46. Further, PLAINTIFF’s interests are coincident with, and not antagonistic to, the  
26 interests of the other CALIFORNIA CLASS Members.

27 47. There is a strong community of interest among PLAINTIFF and the members of  
28 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are

1 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
2 sustained.

3 48. The questions of law and fact common to the CALIFORNIA CLASS Members  
4 predominate over any questions affecting only individual members, including legal and factual  
5 issues relating to liability and damages.

6 49. A class action is superior to other available methods for the fair and efficient  
7 adjudication of this controversy because joinder of all class members is impractical. Moreover,  
8 since the damages suffered by individual members of the class may be relatively small, the  
9 expense and burden of individual litigation makes it practically impossible for the members of the  
10 class individually to redress the wrongs done to them. Without class certification and  
11 determination of declaratory, injunctive, statutory and other legal questions within the class  
12 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will  
13 create the risk of:

- 14 a. Inconsistent or varying adjudications with respect to individual members of the  
15 CALIFORNIA CLASS which would establish incompatible standards of conduct  
16 for the parties opposing the CALIFORNIA CLASS; and/or,
- 17 b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
18 which would as a practical matter be dispositive of the interests of the other  
19 members not party to the adjudication or substantially impair or impeded their  
20 ability to protect their interests.

21 50. Class treatment provides manageable judicial treatment calculated to bring an  
22 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of  
23 the conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

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

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

5 51. 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 52. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.  
9 Code § 17021.

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

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

22 54. By the conduct alleged herein, DEFENDANT has engaged and continues to  
23 engage in a business practice which violates California law, including but not limited to, the  
24 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
25 including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,  
26 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
27 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
28 constitute unfair competition, including restitution of wages wrongfully withheld.

55. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair  
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous  
or substantially injurious to employees, and were without valid justification or utility for which

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

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

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

14 58. By the conduct alleged herein, DEFENDANT's practices were also unfair and  
15 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide  
16 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members  
17 as required by Cal. Lab. Code §§ 226.7 and 512.

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

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

26 61. By and through the unlawful and unfair business practices described herein,  
27 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the  
28 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and

1 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
2 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT  
3 to unfairly compete against competitors who comply with the law.

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

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

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

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

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

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

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

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

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

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

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

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

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

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

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

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

23 81. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim  
24 for DEFENDANT's willful and intentional violations of the California Labor Code and the  
25 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees  
26 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,  
27 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.  
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1           82. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and  
2 public policy, an employer must timely pay its employees for all hours worked.

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

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

11           85. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members  
12 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time  
13 they worked, including overtime work.

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

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

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1           88.     As a direct result of DEFENDANT’s unlawful wage practices as alleged herein,  
2 the PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full  
3 compensation for overtime worked.

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

12           90.     During the CLASS PERIOD, PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,  
14 constituting a failure to pay all earned wages.

15           91.     DEFENDANT failed to accurately pay the PLAINTIFF and the other members of  
16 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
17 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even  
18 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,  
19 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay as  
20 evidenced by DEFENDANT’s business records and witnessed by employees.

21           92.     By virtue of DEFENDANT’s unlawful failure to accurately pay all earned  
22 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for all  
23 overtime worked by these employees, PLAINTIFF and the other members of the CALIFORNIA  
24 CLASS have suffered and will continue to suffer an economic injury in amounts which are  
25 presently unknown to them, and which will be ascertained according to proof at trial.

26           93.     DEFENDANT knew or should have known that PLAINTIFF and the other  
27 members of the CALIFORNIA CLASS were under compensated for all overtime worked.  
28 DEFENDANT systematically elected, either through intentional malfeasance or gross



1 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
2 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay  
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

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

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

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

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

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code §§ 226)**

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

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

12 105. Cal. Labor Code § 226 provides that an employer must furnish employees with an  
13 “accurate itemized” statement in writing showing:

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

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

4 106. When DEFENDANT did not accurately record PLAINTIFF's and other  
5 CALIFORNIA CLASS Members' wages, and missed meal and rest breaks, and separately  
6 compensated meal and rest periods, DEFENDANT violated Cal. Lab. Code § 226 in that  
7 DEFENDANT failed to provide an accurate wage statement in writing that properly and  
8 accurately itemizes all wages, and missed meal and rest periods and reporting time wages owed  
9 to PLAINTIFF and the other members of the CALIFORNIA CLASS and thereby also failed to  
10 set forth the correct wages earned by the employees.

11 107. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code  
12 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA  
13 CLASS. These damages include, but are not limited to, costs expended calculating the correct  
14 wages for all missed meal and rest breaks and the amount of employment taxes which were not  
15 properly paid to state and federal tax authorities. These damages are difficult to estimate.  
16 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover  
17 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation  
18 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period  
19 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no  
20 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member  
21 of the CALIFORNIA CLASS herein).

22 **SEVENTH CAUSE OF ACTION**

23 **Failure To Pay Wages When Due**

24 **(Cal. Lab. Code §§ 203)**

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

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

1 109. Cal. Lab. Code § 200 provides that:

2 As used in this article:

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

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

9 110. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges  
10 an employee, the wages earned and unpaid at the time of discharge are due and payable  
11 immediately."

12 111. Cal. Lab. Code § 202 provides, in relevant part, that:

13 If an employee not having a written contract for a definite period quits his or her  
14 employment, his or her wages shall become due and payable not later than 72 hours  
15 thereafter, unless the employee has given 72 hours previous notice of his or her intention  
16 to quit, in which case the employee is entitled to his or her wages at the time of quitting.  
17 Notwithstanding any other provision of law, an employee who quits without providing a  
18 72-hour notice shall be entitled to receive payment by mail if he or she so requests and  
19 designates a mailing address. The date of the mailing shall constitute the date of payment  
20 for purposes of the requirement to provide payment within 72 hours of the notice of  
21 quitting.

22 112. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS  
23 Members' employment contract.

24 113. Cal. Lab. Code § 203 provides:

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

114. The employment of PLAINTIFF and many CALIFORNIA CLASS Members  
terminated, and DEFENDANT has not tendered payment of wages to these employees who were  
underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as  
required by law.

~~115.~~ Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the  
members of the CALIFORNIA CLASS whose employment has terminated, PLAINTIFF demand  
up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all

1 employees who terminated employment during the CLASS PERIOD and demand an accounting  
2 and payment of all wages due, plus interest and statutory costs as allowed by law.

3 **EIGHTH CAUSE OF ACTION**

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

5 **(Cal. Lab. Code §§ 2802)**

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

7 116. 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.

10 117. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

15 118. From time-to-time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.  
16 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the  
17 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for  
18 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the members of the  
19 CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to  
20 using their personal cellular phone, personal vehicles, and personal expenses for the purchase of  
21 tools all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and the  
22 members of the CALIFORNIA CLASS were required by DEFENDANT to use their personal cell  
23 phones, personal vehicles, and personal expenses for the purchase of tools to execute their  
24 essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and  
25 procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for  
26 expenses resulting from using their personal cellular phones, personal vehicles, and/or personal  
27 expenses for the purchase of tools for DEFENDANT within the course and scope of their  
28 employment for DEFENDANT. These expenses were necessary to complete their principal job  
duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of their  
expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the

1 members of the CALIFORNIA CLASS, DEFENDANT failed to indemnify and reimburse  
2 PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer  
3 is required to do under the laws and regulations of California.

4 119. PLAINTIFF therefore demands reimbursement on behalf of the members of the  
5 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and  
6 on behalf of DEFENDANT, or his/her obedience to the directions of DEFENDANT, with interest  
7 at the statutory rate and costs under Cal. Lab. Code § 2802.

8 **NINTH CAUSE OF ACTION**

9 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

10 **(Cal. Lab. Code §§2698 et seq.)**

11 **(Alleged by PLAINTIFF against all Defendants)**

12 120. PLAINTIFF realleges and incorporates by this reference, as though fully set forth  
13 herein, the prior paragraphs of this Complaint.

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

23 122. PLAINTIFF, and such persons that may be added from time to time who satisfy the  
24 requirements and exhaust the administrative procedures under the Private Attorney General Act,  
25 bring this Representative Action on behalf of the State of California with respect to themselves and  
26 all individuals who are or previously were employed by DEFENDANT and classified as non-  
27 exempt employees in California during the time period of February 10, 2021 until the present (the  
28 "AGGRIEVED EMPLOYEES").





1 c. An order requiring DEFENDANT to pay all overtime wages and all sums  
2 unlawfully withheld from compensation due to PLAINTIFF and the other members  
3 of the CALIFORNIA CLASS; and

4 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund  
5 for restitution of the sums incidental to DEFENDANT's violations due to  
6 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

7 2. On behalf of the CALIFORNIA CLASS:

8 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth  
9 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant  
10 to Cal. Code of Civ. Proc. § 382;

11 b. Compensatory damages, according to proof at trial, including compensatory  
12 damages for overtime compensation and separately owed rest periods, due to  
13 PLAINTIFF and the other members of the CALIFORNIA CLASS, during the  
14 applicable CLASS PERIOD plus interest thereon at the statutory rate;

15 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and  
16 the applicable IWC Wage Order;

17 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
18 which a violation occurs and one hundred dollars (\$100) per each member of the  
19 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding  
20 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for  
21 violation of Cal. Lab. Code § 226

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

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

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

DATED: April 18, 2022

**ZAKAY LAW GROUP, APLC**

By:   
Shani O. Zakay  
Attorney for PLAINTIFF

**DEMAND FOR A JURY TRIAL**

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

DATED: April 18, 2022

**ZAKAY LAW GROUP, APLC**

By:   
Shani O. Zakay  
Attorney for PLAINTIFF

# **EXHIBIT 1**



ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

Client #45801

February 10, 2022

**Via Online Filing to LWDA and Certified Mail to Defendant  
Labor and Workforce Development Agency**  
Online Filing

**TITAN WORKFORCE**

c/o DAVID WALTER SCHLENZ

114 N. Sunrise Ave., Suite B-2

Roseville, CA 95661

*Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 6037*

**Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5**

Dear Sir/Madam:

Our offices represent Plaintiff ALAN CARRILLO RODRIGUEZ (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant TITAN WORKFORCE (“Defendant”). Plaintiff was employed by Defendant in California from August of 2021 to November of 2021 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contends that Defendant failed to fully compensate him and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

**Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant in California during the relevant claim period.**

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) 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.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

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 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 Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

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

Sincerely,



Shani O. Zakay  
Attorney for Plaintiff

**ZAKAY LAW GROUP, APLC**

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**JCL LAW FIRM, APC**

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[egarcia@jcl-lawfirm.com](mailto:egarcia@jcl-lawfirm.com)

Attorneys for Plaintiff ALAN CARRILLO RODRIGUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN JOAQUIN**

ALAN CARRILLO RODRIGUEZ, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

v.

TITAN WORKFORCE, a California Corporation; and DOES 1-50, Inclusive,

Defendants.

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 PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN

DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and, 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CALIFORNIA LABOR CODE §2802.

**DEMAND FOR A JURY TRIAL**

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

**THE PARTIES**

1. Defendant TITAN WORKFORCE (“DEFENDANT”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California, owns, operates, and/or manages construction services in the residential and commercial construction industry throughout the county of San Joaquin.

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

3. The agents, servants, and/or employees of the DEFENDANT and each of them acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendant, and personally participated in the conduct alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other DEFENDANT and



1 all DEFENDANT are jointly and severally liable to PLAINTIFF and the other members of the  
2 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
3 Defendant's agents, servants and/or employees.

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

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

15 6. PLAINTIFF has been employed by DEFENDANT in California from August of  
16 2021 to November of 2021 and at all times has been classified by DEFENDANT as a non-exempt  
17 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and  
18 payment of minimum and overtime wages due for all time worked.

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

25 8. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA  
26 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during  
27 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to  
28 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged

1 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained  
2 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA  
3 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction  
4 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the  
5 other members of the CALIFORNIA CLASS who have been economically injured by  
6 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable  
7 relief.

8 9. DEFENDANT's uniform policies and practices alleged herein were unlawful,  
9 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain  
10 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

11 10. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an  
12 injunction enjoining such conduct by DEFENDANT in the future, relief for the named  
13 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically  
14 injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and  
15 equitable relief.

#### 16 **JURISDICTION AND VENUE**

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

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

#### 26 **THE CONDUCT**

27 13. In violation of the applicable sections of the California Labor Code and the  
28 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a

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

18 **A. Meal Period Violations**

19 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
20 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,  
21 meaning the time during which an employee is subject to the control of an employer, including  
22 all the time the employee is suffered or permitted to work. From time-to-time during the CLASS  
23 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work  
24 without paying them for all the time they were under DEFENDANT's control. Specifically, as a  
25 result of PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing,  
26 DEFENDANT required PLAINTIFF to work during what was supposed to be PLAINTIFF's off-  
27 duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial  
28 lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited

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

5 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work  
6 requirements and DEFENDANT's inadequate staffing practices, PLAINTIFF and other  
7 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off-  
8 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and  
9 other CALIFORNIA CLASS Members were required from time to time to perform work as  
10 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a  
11 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and  
12 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which  
13 these employees were required by DEFENDANT to work ten (10) hours of work from time to  
14 time. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS  
15 Members does not qualify for limited and narrowly construed "on-duty" meal period exception.  
16 When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS  
17 Members were, from time to time, required to remain on duty and on call. PLAINTIFF and other  
18 CALIFORNIA CLASS Members therefore forfeited meal breaks without additional  
19 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

20 **B. Rest Period Violations**

21 16. From time-to-time during the CLASS PERIOD, PLAINTIFF and other  
22 CALIFORNIA CLASS members were also required from time to time to work in excess of four  
23 (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work  
24 requirements and DEFENDANT's inadequate staffing. Further, for the same reasons these  
25 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked  
26 of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten  
27 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and  
28 a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)

1 hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and  
2 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or  
3 on call. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-  
4 hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT's  
5 inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to  
6 time denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

7 **C. Unreimbursed Business Expenses**

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

19 18. In the course of their employment, DEFENDANT required PLAINTIFF and other  
20 CALIFORNIA CLASS Members to use their personal cell phones, personal vehicles, and  
21 personal expenses for the purchase of tools as a result of and in furtherance of their job duties as  
22 employees for DEFENDANT. PLAINTIFF and other CALIFORNIA CLASS Members were  
23 often required to use their personal vehicles to drive between different job sites and were required  
24 to use their personal cell phones to communicate with project managers. Additionally,  
25 PLAINTIFF and other CALIFORNIA CLASS Members were required to incur personal expenses  
26 as a result of purchasing tools in order to perform work-related tasks for DEFENDANT. But for  
27 the use of their own personal cell phones, personal vehicles, and personal expenses for the  
28 purchase of tools, PLAINTIFF and the CALIFORNIA CLASS Members could not complete their

1 essential job duties. Additionally, PLAINTIFF and other CALIFORNIA CLASS Members often  
2 incurred personal expenses in the line of business that were required to complete their essential  
3 job duties. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other  
4 CALIFORNIA CLASS Members for their use of their personal cell phones, personal vehicles,  
5 and personal expenses for the purchase of tools. As a result, in the course of their employment  
6 with DEFENDANT, the PLAINTIFF and other CALIFORNIA CLASS Members incurred  
7 unreimbursed business expenses, but were not limited to, costs related to the use of their personal  
8 cellular phones, personal vehicles, and personal expenses for the purchase of tools, all on behalf  
9 of and for the benefit of DEFENDANT.

10 **D. Wage Statement Violations**

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

19 20. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
20 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed  
21 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed  
22 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate  
23 wage statements which failed to show, among other things, the total hours worked and all  
24 applicable hourly rates in effect during the pay period and the corresponding amount of time  
25 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
26 periods.

27 21. DEFENDANT, from time to time, failed to provide PLAINTIFF and the  
28 CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226.

1 Specifically, DEFENDANT failed to include the correct total number of hours worked on the  
2 wage statements.

3 22. As a result, DEFENDANT issued PLAINTIFF and the other members of the  
4 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,  
5 DEFENDANT's violations are knowing and intentional, were not isolated or due to an  
6 unintentional payroll error due to clerical or inadvertent mistake.

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

8 23. During the CLASS PERIOD, from time-to-time DEFENDANT failed and  
9 continue to fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA  
10 CLASS for all hours worked.

11 24. During the CLASS PERIOD, from time-to-time DEFENDANT required  
12 PLAINTIFF and other members of the CALIFORNIA CLASS to perform post-shift work,  
13 including but not limited to, cleaning up the job sites after shifts, and spending time under  
14 DEFENDANT's control for which he was not compensated. This resulted in PLAINTIFF and  
15 other members of the CALIFORNIA CLASS to have to work while off-the-clock.

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

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

21 27. DEFENDANT was able to track the amount of time PLAINTIFF and the other  
22 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to  
23 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
24 wages earned and owed for all the work they performed, including cleaning up after shifts.

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

27 29. DEFENDANT's policies and practices deprived PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages

1 owed for the off-the-clock work activities. Because PLAINTIFF and the other members of the  
2 CALIFORNIA CLASS typically worked over 40 hours in a workweek, and more than eight (8)  
3 hours per day, DEFENDANT's policies and practices also deprived them of overtime pay.

4 30. DEFENDANT knew or should have known that PLAINTIFF and the other  
5 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

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

11 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**  
12 **Sick Pay**

13 32. From time-to-time during the CLASS PERIOD, DEFENDANT failed and  
14 continue to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
15 members for their overtime and double time hours worked, meal and rest period premiums, and  
16 sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages  
17 due them for working overtime without compensation at the correct overtime and double time  
18 rates, meal and rest period premiums, and sick pay rates. DEFENDANT's uniform policy and  
19 practice to not pay the CALIFORNIA CLASS members the correct rate for all overtime and  
20 double time worked, meal and rest period premiums, and sick pay in accordance with applicable  
21 law is evidenced by DEFENDANT's business records.

22 33. State law provides that employees must be paid overtime at one-and-one-half times  
23 their "regular rate of pay."

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



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

7 **G. Unlawful Rounding Violations**

8 35. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in  
9 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other  
10 CALIFORNIA CLASS Members for the actual time these employees worked each day, including  
11 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and  
12 practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being  
13 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did  
14 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping  
15 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying  
16 these employees for all their time worked, including the applicable overtime compensation for  
17 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from time  
18 to time, forfeited compensation for their time worked by working without their time being  
19 accurately recorded and without compensation at the applicable overtime rates.

20 36. Further, the mutability of DEFENDANTS' timekeeping system and unlawful  
21 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time  
22 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding  
23 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work  
24 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an  
25 off-duty meal break. Additionally, DEFENDANTS' unlawful rounding policy and practice  
26 caused PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by  
27 DEFENDANTS for more than ten (10) hours during a shift without receiving a second off-duty  
28 meal break.

1 **H. CLASS ACTION ALLEGATIONS**

2 37. PLAINTIFF brings the First through Eighth Causes of Action as a class action  
3 pursuant to California Code of Civil Procedure § 382 on behalf of all of DEFENDANT’s current  
4 and former non-exempt California employees (“CALIFORNIA CLASS”) during the period  
5 beginning four years prior to the filing of the Complaint and ending on a date determined by the  
6 Court (“CLASS PERIOD”).

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

13 39. The members of the class are so numerous that joinder of all class members is  
14 impractical.

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

- 24 a. Whether DEFENDANT maintained legally compliant meal period policies and  
25 practices;  
26 b. Whether DEFENDANT maintained legally compliant rest period policies and  
27 practices;  
28

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

21 41. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as  
22 a result of DEFENDANT’s conduct and actions alleged herein.

23 42. PLAINTIFF’s claims are typical of the claims of the class, and PLAINTIFF has  
24 the same interests as the other members of the class.

25 43. PLAINTIFF will fairly and adequately represent and protect the interests of the  
26 CALIFORNIA CLASS Members.

27 44. PLAINTIFF retained able class counsel with extensive experience in class action  
28 litigation.

1           45. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the  
2 interests of the other CALIFORNIA CLASS Members.

3           46. There is a strong community of interest among PLAINTIFF and the members of  
4 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are  
5 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
6 sustained.

7           47. The questions of law and fact common to the CALIFORNIA CLASS Members  
8 predominate over any questions affecting only individual members, including legal and factual  
9 issues relating to liability and damages.

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

- 18           a. Inconsistent or varying adjudications with respect to individual members of the  
19 CALIFORNIA CLASS which would establish incompatible standards of conduct  
20 for the parties opposing the CALIFORNIA CLASS; and/or,  
21           b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
22 which would as a practical matter be dispositive of the interests of the other  
23 members not party to the adjudication or substantially impair or impeded their  
24 ability to protect their interests.

25          49. Class treatment provides manageable judicial treatment calculated to bring an  
26 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of  
27 the conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

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

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

5 50. 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 51. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.  
9 Code § 17021.

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

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

22 53. By the conduct alleged herein, DEFENDANT has engaged and continues to  
23 engage in a business practice which violates California law, including but not limited to, the  
24 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
25 including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,  
26 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
27 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
28 constitute unfair competition, including restitution of wages wrongfully withheld.

54. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair  
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous  
or substantially injurious to employees, and were without valid justification or utility for which

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

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

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

14 57. By the conduct alleged herein, DEFENDANT's practices were also unfair and  
15 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide  
16 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members  
17 as required by Cal. Lab. Code §§ 226.7 and 512.

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

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

26 60. By and through the unlawful and unfair business practices described herein,  
27 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the  
28 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and

1 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
2 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT  
3 to unfairly compete against competitors who comply with the law.

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

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

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

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

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

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

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

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

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

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

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

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

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

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

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

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

23 80. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim  
24 for DEFENDANT's willful and intentional violations of the California Labor Code and the  
25 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees  
26 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,  
27 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.  
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1           81. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and  
2 public policy, an employer must timely pay its employees for all hours worked.

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

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

11           84. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members  
12 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time  
13 they worked, including overtime work.

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

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

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1           87.     As a direct result of DEFENDANT’s unlawful wage practices as alleged herein,  
2 the PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full  
3 compensation for overtime worked.

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

12           89.     During the CLASS PERIOD, PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,  
14 constituting a failure to pay all earned wages.

15           90.     DEFENDANT failed to accurately pay the PLAINTIFF and the other members of  
16 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
17 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even  
18 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,  
19 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay as  
20 evidenced by DEFENDANT’s business records and witnessed by employees.

21           91.     By virtue of DEFENDANT’s unlawful failure to accurately pay all earned  
22 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for all  
23 overtime worked by these employees, PLAINTIFF and the other members of the CALIFORNIA  
24 CLASS have suffered and will continue to suffer an economic injury in amounts which are  
25 presently unknown to them, and which will be ascertained according to proof at trial.

26           92.     DEFENDANT knew or should have known that PLAINTIFF and the other  
27 members of the CALIFORNIA CLASS were under compensated for all overtime worked.  
28 DEFENDANT systematically elected, either through intentional malfeasance or gross

1 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
2 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay  
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

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

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

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1 **FOURTH CAUSE OF ACTION**

2 **Failure To Provide Required Meal Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

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

5 95. 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 96. During the CLASS PERIOD, DEFENDANT failed to provide all the legally  
9 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as  
10 required by the applicable Wage Order and Labor Code. The nature of the work performed by  
11 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being  
12 relieved of all of their duties for the legally required off-duty meal periods. As a result of their  
13 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not  
14 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's  
15 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required  
16 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business  
17 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS  
18 Members with a second off-duty meal period in some workdays in which these employees were  
19 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other  
20 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation  
21 and in accordance with DEFENDANT's strict corporate policy and practice.

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

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

4 **FIFTH CAUSE OF ACTION**

5 **Failure To Provide Required Rest Periods**

6 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

11 100. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were  
12 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.  
13 Further, these employees were denied their first rest periods of at least ten (10) minutes for some  
14 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)  
15 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and  
16 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.  
17 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour  
18 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other  
19 CALIFORNIA CLASS Members were periodically denied their proper rest periods by  
20 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate  
21 PLAINTIFF and CALIFORNIA CLASS Members for their rest periods as required by the  
22 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide  
23 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest  
24 periods is evidenced by DEFENDANT's business records.

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

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

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

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code §§ 226)**

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

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

12 104. Cal. Labor Code § 226 provides that an employer must furnish employees with an  
13 “accurate itemized” statement in writing showing:

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



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

4 105. When DEFENDANT did not accurately record PLAINTIFF's and other  
5 CALIFORNIA CLASS Members' wages, and missed meal and rest breaks, and separately  
6 compensated meal and rest periods, DEFENDANT violated Cal. Lab. Code § 226 in that  
7 DEFENDANT failed to provide an accurate wage statement in writing that properly and  
8 accurately itemizes all wages, and missed meal and rest periods and reporting time wages owed  
9 to PLAINTIFF and the other members of the CALIFORNIA CLASS and thereby also failed to  
10 set forth the correct wages earned by the employees.

11 106. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code  
12 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA  
13 CLASS. These damages include, but are not limited to, costs expended calculating the correct  
14 wages for all missed meal and rest breaks and the amount of employment taxes which were not  
15 properly paid to state and federal tax authorities. These damages are difficult to estimate.  
16 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover  
17 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation  
18 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period  
19 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no  
20 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member  
21 of the CALIFORNIA CLASS herein).

22 **SEVENTH CAUSE OF ACTION**

23 **Failure To Pay Wages When Due**

24 **(Cal. Lab. Code §§ 203)**

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

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

1 108. Cal. Lab. Code § 200 provides that:

2 As used in this article:

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

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

9 109. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges  
10 an employee, the wages earned and unpaid at the time of discharge are due and payable  
11 immediately."

12 110. Cal. Lab. Code § 202 provides, in relevant part, that:

13 If an employee not having a written contract for a definite period quits his or her  
14 employment, his or her wages shall become due and payable not later than 72 hours  
15 thereafter, unless the employee has given 72 hours previous notice of his or her intention  
16 to quit, in which case the employee is entitled to his or her wages at the time of quitting.  
17 Notwithstanding any other provision of law, an employee who quits without providing a  
18 72-hour notice shall be entitled to receive payment by mail if he or she so requests and  
19 designates a mailing address. The date of the mailing shall constitute the date of payment  
20 for purposes of the requirement to provide payment within 72 hours of the notice of  
21 quitting.

22 111. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS  
23 Members' employment contract.

24 112. Cal. Lab. Code § 203 provides:

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

113. The employment of PLAINTIFF and many CALIFORNIA CLASS Members  
terminated, and DEFENDANT has not tendered payment of wages to these employees who were  
underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as  
required by law.

114. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the  
members of the CALIFORNIA CLASS whose employment has terminated, PLAINTIFF demand  
up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all

1 employees who terminated employment during the CLASS PERIOD and demand an accounting  
2 and payment of all wages due, plus interest and statutory costs as allowed by law.

3 **EIGHTH CAUSE OF ACTION**

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

5 **(Cal. Lab. Code §§ 2802)**

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

7 115. 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.

10 116. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

15 117. From time-to-time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.  
16 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the  
17 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for  
18 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the members of the  
19 CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to  
20 using their personal cellular phone, personal vehicles, and personal expenses for the purchase of  
21 tools all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and the  
22 members of the CALIFORNIA CLASS were required by DEFENDANT to use their personal cell  
23 phones, personal vehicles, and personal expenses for the purchase of tools to execute their  
24 essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and  
25 procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for  
26 expenses resulting from using their personal cellular phones, personal vehicles, and/or personal  
27 expenses for the purchase of tools for DEFENDANT within the course and scope of their  
28 employment for DEFENDANT. These expenses were necessary to complete their principal job  
duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of their  
expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the

1 members of the CALIFORNIA CLASS, DEFENDANT failed to indemnify and reimburse  
2 PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer  
3 is required to do under the laws and regulations of California.

4 118. PLAINTIFF therefore demands reimbursement on behalf of the members of the  
5 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and  
6 on behalf of DEFENDANT, or his/her obedience to the directions of DEFENDANT, with interest  
7 at the statutory rate and costs under Cal. Lab. Code § 2802.

8 **PRAYER FOR RELIEF**

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

11 1. On behalf of the CALIFORNIA CLASS:

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

22 2. On behalf of the CALIFORNIA CLASS:

- 23 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth  
24 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant  
25 to Cal. Code of Civ. Proc. § 382;
- 26 b. Compensatory damages, according to proof at trial, including compensatory  
27 damages for overtime compensation and separately owed rest periods, due to  
28 PLAINTIFF and the other members of the CALIFORNIA CLASS, during the

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- applicable CLASS PERIOD plus interest thereon at the statutory rate;
  - c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
  - d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226
  - e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
3. On all claims:
- a. An award of interest, including prejudgment interest at the legal rate;
  - b. Such other and further relief as the Court deems just and equitable; and
  - c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

DATED: February 10, 2022

**ZAKAY LAW GROUP, APLC**

By:   
Shani O. Zakay  
Attorney for PLAINTIFF

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**DEMAND FOR A JURY TRIAL**

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

DATED: February 10, 2022

**ZAKAY LAW GROUP, APLC**

By:   
Shani O. Zakay  
Attorney for PLAINTIFF

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Titan Workforce  
 c/o David Walter Schlenz  
 114. N. Sunrise AVE., St. B-2  
 Roseville, CA 95661



9590 9402 6815 1074 9790 05

2. Article Number (Transfer from service label)

7021 2720 0000 9972 6037

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

Carillo Paga 2.10.22 (1002-293)

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