

SUMMONS
(CITACION JUDICIAL)

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

UNI CARE HOME HEALTH INC., a California Corporation; and DOES
1-50, Inclusive,

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

LUIS DE JESUS CLAUDIO, an individual, on behalf of himself and on
behalf of all persons similarly situated,

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

01/25/2022 at 01:15:00 PM

Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

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), 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), the California Courts Online Self-Help Center (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/), 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), en el Centro de Ayuda de las Cortes de California, (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 Diego Superior Courthouse
330 W Broadway
San Diego, CA 92101

CASE NUMBER: 37-2022-00003063-CU-0E-CTL
(Número del Caso):

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

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

Jean-Claude Lapuyade, Esq. SBN:248676 Tel: (619) 599-8292 Fax: (619) 599-8291
JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 01/26/2022

(Fecha)

Clerk, by Elizabeth Reyes, Deputy
(Secretario) (Adjunto)

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)**(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).***NOTICE TO THE PERSON SERVED:** You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of *(specify)*:
3. on behalf of *(specify)*:
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other *(specify)*:
4. by personal delivery on *(date)*:

[SEAL]



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21 Attorneys for Plaintiff LUIS DE JESUS

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **IN AND FOR THE COUNTY OF SAN DIEGO**

24 LUIS DE JESUS CLAUDIO, an individual, on
25 behalf of himself and on behalf of all persons
26 similarly situated,

27 Plaintiff,

28 v.

UNI CARE HOME HEALTH INC., a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
01/25/2022 at 01:15:00 PM
Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

Case No: 37-2022-00003063-CU-OE-CTL

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 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 CAL. LAB. CODE § 2802

DEMAND FOR A JURY TRIAL

Plaintiff LUIS DE JESUS CLAUDIO (“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 UNI CARE HOME HEALTH INC. (“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. DEFENDANT offers a full spectrum of home health care, hospice, in-home health and telehealth services.

2. PLAINTIFF was employed by DEFENDANT in California from October 2020 to February 2021 as a registered nurse, and was at all times classified by DEFENDANT as a non-exempt employee, paid on a piece-rate basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. PLAINTIFF was paid by piece-rate only while he was performing visits for DEFENDANT in accordance with DEFENDANT’s compensation package. Importantly, PLAINTIFF was not provided with minimum wages for his non-production work time. PLAINTIFF also did not receive paid rest breaks as required by California law. DEFENDANT failed to pay PLAINTIFF the correct amount of compensation because DEFENDANT established an illegal pay practice of paying PLAINTIFF on a piece rate basis when conducting visits with patients assigned by DEFENDANT. DEFENDANT however failed to pay minimum wages for compensable time worked, including time spent traveling between visits, and time spent for filling out charts before/after visits. DEFENDANT also failed to pay PLAINTIFF any overtime wages for all overtime worked, thereby uniformly resulting in PLAINTIFF being underpaid for all time worked during his employment, including overtime worked. To date, DEFENDANT has not

1 fully and timely paid the PLAINTIFF for all his wages still owed to him or any penalty wages
2 owed to him under California Labor Code § 203.

3 3. PLAINTIFF brings this Class Action on behalf of himself and a California class,
4 defined as all persons who are or previously were employed by DEFENDANT in California
5 who were paid in whole or in part on a piece rate basis (the “CALIFORNIA CLASS”) at any
6 time during the period beginning four years from the date of filing of this Complaint and ending
7 on the date as determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in
8 controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five
9 million dollars (\$5,000,000.00).

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

21 5. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
23 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
24 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
25 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
26 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
27 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
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1 8. As a result of their rigorous work schedules and DEFENDANT’s understaffing,
2 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time unable to take
3 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
4 other CALIFORNIA CLASS Members were required to perform work as ordered by
5 DEFENDANT for more than five (5) hours during some shifts without receiving an off-duty
6 meal break as evidenced by DEFENDANT’s business records. PLAINTIFF and other members
7 of the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation
8 and in accordance with DEFENDANT’s strict corporate policy and practice.

9 9. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
10 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
11 being provided ten (10) minute rest periods. Further, these employees were denied their first rest
12 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours
13 from time to time, a first and second rest period of at least ten (10) minutes for some shifts
14 worked of between six (6) and eight (8) hours from time to time, and a first, second and third
15 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
16 time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided
17 with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF
18 and other CALIFORNIA CLASS Members were from time to time denied their proper rest
19 periods by DEFENDANT and DEFENDANT’s managers. In addition, because of
20 DEFENDANT’s pay plan for PLAINTIFF and CALIFORNIA CLASS Members (being paid a
21 flat rate per-visit only), DEFENDANT failed to compensate PLAINTIFF and CALIFORNIA
22 CLASS Members for their rest periods as required by the applicable Wage Order and Labor
23 Code. DEFENDANT did not have a policy or practice which paid for off-duty rest periods to
24 PLAINTIFF and the other CALIFORNIA CLASS Members when they were paid piece rate pay
25 only. As a result, DEFENDANT’s failure to provide PLAINTIFF and the CALIFORNIA
26 CLASS Members with all the legally required paid rest periods is evidenced by
27 DEFENDANT’s business records.

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1 10. When PLAINTIFF and other CALIFORNIA CLASS Members were required to
2 miss meal and rest breaks, and/or were not paid all minimum and overtime wages owed to them,
3 DEFENDANT also failed to provide PLAINTIFF and the other members of the CALIFORNIA
4 CLASS with complete and accurate wage statements which failed to show, among other things,
5 the correct wages paid, including the wages paid for missed meal and rest breaks. Cal. Lab.
6 Code § 226 provides that every employer shall furnish each of his or her employees with an
7 accurate itemized wage statement in writing showing, among other things, gross wages earned
8 and all applicable hourly rates in effect during the pay period and the corresponding amount of
9 time worked at each hourly rate. Further, from time to time, DEFENDANT included Vacation
10 hours into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),
11 notwithstanding the fact that Vacation hours are not considered hours worked. DEFENDANT's
12 inclusion of Vacation hours into the total hours worked in itemized wage statements issued to
13 PLAINTIFF and other CALIFORNIA CLASS Members violates Cal. Lab. Code § 226(a)(2).
14 Aside from the violations listed above in this paragraph, DEFENDANT failed to issue to
15 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
16 Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the
17 other members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab.
18 Code § 226.

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

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

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

24 14. From time-to-time during the CALIFORNIA CLASS PERIOD, PLAINTIFF and
25 the CALIFORNIA CLASS were paid in part on a piece-rate basis. In those instances where
26 PLAINTIFF and the CALIFORNIA CLASS were paid in part on a piece-rate basis,
27 PLAINTIFF and the CALIFORNIA CLASS were entitled to be separately compensated for all
28 non-productive time at an hourly rate that is no less than the applicable minimum wage.

1 Notwithstanding, in those instances where PLAINTIFF and the CALIFORNIA CLASS were
2 paid in part on a piece-rate basis, DEFENDANT failed to separately compensate PLAINTIFF
3 and the CALIFORNIA CLASS for all non-productive time, including but not limited to, paid
4 rest periods, at an hourly rate that is no less than the applicable minimum wage. As a result,
5 PLAINTIFF and the CALIFORNIA CLASS forfeited minimum wages and overtime wages by
6 DEFENDANT'S failure to separately compensate their non-productive time at an hourly rate
7 that is no less than the applicable minimum wage.

8 15. California Labor Code Section 246 mandates that paid sick time for non-
9 employees shall be calculated in the same manner as the regular rate of pay for the workweek in
10 which the non-exempt employee uses paid sick time, whether or not the employee actually
11 works overtime in that workweek.

12 16. California Labor Code Section 246, *et seq.* requires an employer to furnish its
13 employees with written wage statements setting forth the amount of paid sick leave available.
14 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish
15 PLAINTIFF and other members of the CALIFORNIA CLASS with wage statements setting
16 forth the amount of paid sick leave available.

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

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1 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
2 persons who are or previously were employed by DEFENDANT in California who were paid in
3 whole or in part on a piece rate basis (the “CALIFORNIA CLASS”) at any time during the
4 period beginning four years from the date of the filing of this Complaint and ending on the date
5 as determined by the Court (the “CALIFORNIA CLASS PERIOD”) The amount in controversy
6 for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
7 (\$5,000,000.00).

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

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

18 24. DEFENDANT has the legal burden to establish that each and every
19 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
20 required by California laws. The DEFENDANT, however, as a matter of uniform and
21 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS
22 PERIOD and still fails to have in place a policy or practice to ensure that each and every
23 CALIFORNIA CLASS Member is paid as required by law. This common business practice is
24 applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-
25 wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§
26 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not elements of this claim.

27 25. The CALIFONRIA CLASS is so numerous that joinder of all CALIFORNIA
28 CLASS Members is impracticable.

1 26. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
2 California law by:

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

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

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

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

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

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

- 15 a. Without class certification and determination of declaratory, injunctive, statutory
16 and other legal questions within the class format, prosecution of separate actions
17 by individual members of the CALIFORNIA CLASS will create the risk of:
- 18 i. Inconsistent or varying adjudications with respect to individual members
19 of the CALIFORNIA CLASS which would establish incompatible
20 standards of conduct for the parties opposing the CALIFORNIA CLASS;
21 and/or;
 - 22 ii. Adjudication with respect to individual members of the CALIFORNIA
23 CLASS which would as a practical matter be dispositive of interests of
24 the other members not party to the adjudication or substantially impair or
25 impede their ability to protect their interests.
- 26 b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on
27 grounds generally applicable to the CALIFORNIA CLASS, making appropriate
28 class-wide relief with respect to the CALIFORNIA CLASS as a whole in that

1 DEFENDANT uniformly failed to pay all wages due to members of the
2 CALIFORNIA CLASS as required by law;

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

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

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

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

25 1. Inconsistent or varying adjudications with respect to individual
26 members of the CALIFORNIA CLASS, which would establish
27 incompatible standards of conduct for the DEFENDANT; and/or;
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2. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

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

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

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

a. The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT’s employment practices were uniform and systematically applied with respect to the CALIFORNIA CLASS.

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

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

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

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2 31. PLAINTIFF further brings the Second, Third, Fourth Fifth, Sixth, Seventh, and
3 Eighth causes of Action on behalf of a California sub-class, defined as all members of the
4 CALIFORNIA CLASS who were employed by DEFENDANT in California (the
5 “CALIFORNIA LABOR SUB-CLASS”) at any time during the period beginning three years
6 from the date of the filing of this Complaint and ending on the date as determined by the Court
7 (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. §
8 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-
9 CLASS Members is under five million dollars (\$5,000,000.00).

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

23 33. DEFENDANT maintains records from which the Court can ascertain and
24 identify by name and job title, each of DEFENDANT’s employees who have been
25 systematically, intentionally and uniformly subjected to DEFENDANT’s company policy,
26 practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint
27 to include these additional job titles when they have been identified.
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1 34. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
2 CALIFORNIA LABOR SUB-CLASS Members is impracticable

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

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

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

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

- 1 c. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
2 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized
3 statement in writing showing the corresponding correct amount of wages earned
4 by the employee;
- 5 d. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF
6 and the other members of the CALIFORNIA CLASS with all legally required
7 off-duty, uninterrupted thirty (30) minute meal breaks and the legally required
8 rest breaks, and to separately compensate PLAINTIFF and the other members of
9 the CALIFORNIA CLASS for rest breaks;
- 10 e. Violating Cal. Lab. Code §201, 202 and/or 203, which provides that when an
11 employee is discharged or quits from employment, the employer must pay the
12 employee all wages due without abatement, by failing to tender full payment
13 and/or restitution of wages owed or in the manner required by California law to
14 the members of the CALIFORNIA LABOR SUB-CLASS who have terminated
15 their employment.

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

- 18 a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so
19 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members
20 is impracticable and the disposition of their claims as a class will benefit the
21 parties and the Court;
- 22 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
23 raised in this Complaint are common to the CALIFORNIA LABOR SUB-
24 CLASS and will apply uniformly to every member of the CALIFORNIA
25 LABOR SUB-CLASS;
- 26 c. The claims of the representative PLAINTIFF are typical of the claims of each
27 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the
28 other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt

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

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

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

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

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

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

- b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT uniformly fails to pay all wages due. Including the correct wages for all time worked by the members of the CALIFORNIA LABOR SUB-CLASS as required by law;
- c. Common questions of law and fact predominate as to the members of the CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California Law as listed above, and predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - i. The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
 - ii. Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - 1. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

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

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

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

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

- a. The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;
- b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

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

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

10 42. 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
13 competition as follows:

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

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

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

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

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

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

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

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1 49. PLAINTIFF further demands on behalf of themselves and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
3 was not timely provided as required by law.

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

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

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

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

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

1 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
2 engage in these unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

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

6 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against all**
7 **Defendants)**

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

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

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

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

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

23 60. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and
24 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
25 amount of time they worked, and instead paying PLAINTIFF and other members of the
26 CALIFORNIA LABOR SUB-CLASS on a piece-rate per-visit basis. As set forth herein,
27 DEFENDANT'S uniform policy and practice was to unlawfully and intentionally deny timely
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1 payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR
2 SUB-CLASS.

3 61. DEFENDANT’S uniform pattern of unlawful wage and hour practices
4 manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a
5 whole, as a result of implementing a uniform policy and practice that denied accurate
6 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
7 CLASS in regards to minimum wage pay.

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

14 63. As a direct result of DEFENDANT’S unlawful wage practices as alleged herein,
15 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
16 receive the minimum wage compensation for all their time worked for DEFENDANT.

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

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

26 66. DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA LABOR SUB-CLASS are under-compensated for their time
28 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross

1 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy,
2 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
3 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the
4 correct minimum wages for their time worked.

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

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

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

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

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

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

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

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

8 81. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
9 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
10 CLASS for all overtime worked by these employees, PLAINTIFF and the other members of the
11 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
12 injury in amounts which are presently unknown to them and which will be ascertained
13 according to proof at trial.

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

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

1 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal
2 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records.
3 Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members
4 with a second off-duty meal period in some workdays in which these employees were required
5 by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other members
6 of the CALIFORNIA LABOR SUB-CLASS forfeited meal breaks without additional
7 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

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

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

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REQUIRED REST PERIODS**

18 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

24 90. From time to time, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS
25 Members were required to work in excess of four (4) hours without being provided ten (10)
26 minute rest periods. Further, these employees were denied their first rest periods of at least ten
27 (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest
28 period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,

1 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten
2 (10) hours or more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
3 were also not provided with one hour wages in lieu thereof. As a result of their rigorous work
4 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
5 periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.
6 In addition, because of DEFENDANT's pay plan for PLAINTIFF and CALIFORNIA LABOR
7 SUB-CLASS Members (being paid a flat rate only), DEFENDANT failed to compensate
8 PLAINTIFF and CALIFORNIA LABOR SUB- CLASS Members for their rest periods as
9 required by the applicable Wage Order and Labor Code. DEFENDANT did not have a policy or
10 practice which paid for off-duty rest periods to PLAINTIFF and the other CALIFORNIA
11 LABOR SUB-CLASS Members when they were paid piece rate pay only. As a result,
12 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
13 Members with all the legally required paid rest periods is evidenced by DEFENDANT's
14 business records.

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

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

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

3 **(Cal. Lab. Code § 226)**

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

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

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

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

1 95. When DEFENDANT did not accurately record PLAINTIFF's and other
2 CALIFORNIA LABOR SUB-CLASS Members' wages, and missed meal and rest breaks, and
3 separately compensated rest periods, DEFENDANT violated Cal. Lab. Code § 226 in that
4 DEFENDANT failed to provide an accurate wage statement in writing that properly and
5 accurately itemizes all wages, and missed meal and rest periods and reporting time wages owed
6 to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS and thereby
7 also failed to set forth the correct wages earned by the employees. Further, from time to time,
8 DEFENDANT included Vacation hours into the computation of total hours worked for purposes
9 of Cal. Lab. Code § 226(a)(2), notwithstanding the fact that Vacation hours are not considered
10 hours worked. DEFENDANT's inclusion of Vacation hours into the total hours worked in
11 itemized wage statements issued to PLAINTIFF and other CALIFORNIA LABOR SUB-
12 CLASS Members violates Cal. Lab. Code § 226(a)(2). Aside from the violations listed above in
13 this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
14 lists all the requirements under California Labor Code 226 *et seq.*

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

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES WHEN DUE**

3 **(Cal. Lab. Code § 203)**

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

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

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

10 As used in this article:

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

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

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

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

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

3 101. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
4 SUB-CLASS Members' employment contract.

5 102. Cal. Lab. Code § 203 provides:

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

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

15 104. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
16 members of the CALIFORNIA LABOR SUB-CLASS whose employment has, PLAINTIFF
17 demand up to thirty days of pay as penalty for not paying all wages due at time of termination
18 for all employees who terminated employment during the CALIFORNIA LABOR SUB-CLASS
19 PERIOD, and demand an accounting and payment of all wages due, plus interest and statutory
20 costs as allowed by law.

21 **EIGHTH CAUSE OF ACTION**

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

23 **(Cal. Lab. Code §§ 2802)**

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

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

1 106. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

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

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

1 **PRAYER FOR RELIEF**

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

4 1. On behalf of the CALIFORNIA CLASS:

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

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

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

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

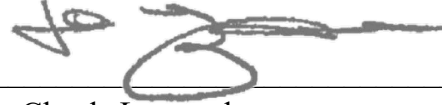
e. The wages of all terminated employees from the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On all claims:

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

DATED: January 25, 2022

JCL LAW FIRM, APC



By: _____

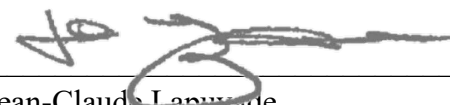
Jean-Claude Lapuyade
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: January 25, 2022

JCL LAW FIRM, APC



By: _____

Jean-Claude Lapuyade
Attorney for PLAINTIFF