

**SUMMONS  
(CITACION JUDICIAL)**

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

WARBY PARKER INC. f/k/a JAND, INC., a Delaware corporation;  
WARBY PARKER RETAIL, INC., a Delaware corporation; and DOES  
1-50, Inclusive,

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

ROBERT CHERY, an individual, on behalf of himself, and on behalf of  
all persons similarly situated,

E-FILED  
4/11/2023 4:22 PM  
Clerk of Court  
Superior Court of CA,  
County of Santa Clara  
23CV414694  
Reviewed By: B. Roman-Antunez  
Envelope: 11681864

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):  
Santa Clara Superior Court - Downtown Superior Court  
191 N. First Street  
San Jose, CA 95113

CASE NUMBER:  
(Número del Caso): 23CV414694

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Shani O. Zakay, Esq. SBN:277924 Tel: (619) 255-9047 Fax: (858) 404-9203  
Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 4/11/2023 4:22 PM Clerk of Court Clerk, by B. Roman-Antunez, 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

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

1 **JCL LAW FIRM, APC**  
2 Jean-Claude Lapuyade (State Bar #248676)  
3 5440 Morehouse Drive, Suite 3600  
4 San Diego, CA 92121  
5 Telephone: (619) 599-8292  
6 Facsimile: (619) 599-8291  
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Superior Court of CA,  
County of Santa Clara  
23CV414694  
Reviewed By: B. Roman-Antunez

8 **ZAKAY LAW GROUP, APLC**  
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18 [julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

19 Attorneys for PLAINTIFF

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **IN AND FOR THE COUNTY OF SANTA CLARA**

22 ROBERT CHERY, an individual, on behalf of  
23 himself, and on behalf of all persons similarly  
24 situated,

Case No: 23CV414694

**CLASS ACTION COMPLAINT FOR:**

25 Plaintiffs,  
26 v.

27 WARBY PARKER INC. f/k/a JAND, INC., a  
28 Delaware corporation; WARBY PARKER  
RETAIL, INC., a Delaware corporation; and  
DOES 1-50, Inclusive,

Defendants.

- 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;

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- 6) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
  - 7) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
  - 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802.

**DEMAND FOR A JURY TRIAL**

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

**PRELIMINARY ALLEGATIONS**

1. Defendant WARBY PARKER INC. f/k/a JAND, INC. (“Defendant Warby Parker”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant WARBY PARKER RETAIL, INC. (“Defendant Warby Parker Retail”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant Warby Parker and Defendant Warby Parker Retail were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed work for respectively and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS” and/or “DEFENDANT.”

4. DEFENDANT is a retailer of prescription glasses, contact lenses and sunglasses and operates retail stores throughout California, including in the county of Santa Clara where PLAINTIFF worked.

5. PLAINTIFF has been employed by DEFENDANT in California December of 2019 as a non-exempt employee, paid an hourly basis and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

1           6.     PLAINTIFF brings this Class Action on behalf of himself and a California class,  
2 defined as all persons who are or previously were employed by Defendant Warby Parker and/or  
3 Defendant Warby Parker Retail in California and classified as non-exempt employees (the  
4 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing  
5 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).  
6 The amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is  
7 under five million dollars (\$5,000,000.00).

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

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

28

1           9.     The agents, servants and/or employees of the Defendants and each of them acting  
2 on behalf of the Defendants acted within the course and scope of his, her or its authority as the  
3 agent, servant and/or employee of the Defendants, and personally participated in the conduct  
4 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.  
5 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all  
6 Defendants are jointly and severally liable to PLAINTIFF and the other members of the  
7 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
8 Defendants' agents, servants and/or employees.

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

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

20           12.    DEFENDANT's uniform policies and practices alleged herein were unlawful,  
21 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain  
22 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

23           13.    PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction  
24 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and  
25 other members of the CALIFORNIA CLASS who has been economically injured by  
26 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable  
27 relief.

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**JURISDICTION AND VENUE**

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

15. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs the CALIFORNIA CLASS across California, including in this County, and committed the wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

**THE CONDUCT**

16. 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 to compensate PLAINTIFF and other members of the CALIFORNIA CLASS 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

1 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS  
2 PERIOD should be adjusted accordingly.

3 **A. Meal Period Violations**

4 17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
5 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,  
6 meaning the time during which an employee is subject to the control of an employer, including  
7 all the time the employee is suffered or permitted to work. From time to time during the CLASS  
8 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work  
9 without paying them for all the time they were under DEFENDANT's control. Specifically,  
10 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be  
11 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not  
12 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS  
13 Members forfeited minimum wage and overtime compensation by regularly working without their  
14 time being accurately recorded and without compensation at the applicable minimum wage and  
15 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other  
16 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business  
17 records.

18 18. From time to time during the CLASS PERIOD, as a result of their rigorous work  
19 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other  
20 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty  
21 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
22 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for  
23 more than five (5) hours during some shifts without receiving a meal break. Further,  
24 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second  
25 off-duty meal period for some workdays in which these employees are required by DEFENDANT  
26 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other  
27 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-  
28 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other

1 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.  
2 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with  
3 legally required meal breaks is evidenced by DEFENDANT's business records. PLAINTIFF and  
4 other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional  
5 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

6 **B. Rest Period Violations**

7 19. From time to time during the CLASS PERIOD, PLAINTIFF and other  
8 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without  
9 being provided ten (10) minute rest periods as a result of their rigorous work requirements and  
10 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied  
11 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
12 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some  
13 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and  
14 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from  
15 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA  
16 CLASS Members were, from time to time, required to remain on duty and/or on call. PLAINTIFF  
17 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*  
18 thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate staffing,  
19 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their  
20 proper rest periods by DEFENDANT and DEFENDANT's managers.

21 **C. Wage Statement Violations**

22 20. California Labor Code Section 226 required an employer to furnish its employees  
23 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours  
24 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
25 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
26 name of the employee and only the last four digits of the employee's social security number or an  
27 employee identification number other than a social security number, (8) the name and address of  
28



1 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
2 period and the corresponding number of hours worked at each hourly rate by the employee.

3 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
4 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for  
5 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also  
6 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and  
7 accurate wage statements which failed to show, among other things, all deductions, the total hours  
8 worked and all applicable hourly rates in effect during the pay period, and the corresponding  
9 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed  
10 meal and rest periods. Further, from time to time, DEFENDANT issued wage statements to  
11 PLAINTIFF and other CALIFORNIA CLASS Members that failed to provide the correct name  
12 and address of the legal entity that is the employer, in violation of Cal. Lab. Code § 226(a)(8).

13 22. In addition to the foregoing, DEFENDANT, from time to time, failed to provide  
14 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
15 Cal. Lab. Code § 226.

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

20 **D. Unreimbursed Business Expenses**

21 24. DEFENDANTS, as a matter of corporate policy, practice, and procedure,  
22 intentionally, knowingly and systematically failed to reimburse and indemnify the PLAINTIFF and  
23 the other CALIFORNIA CLASS Members for required business expenses incurred by the  
24 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging their  
25 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are  
26 required to indemnify employees for all expenses incurred in the course and scope of their  
27 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her  
28 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
of the discharge of his or her duties, or of his or her obedience to the directions of the employer,

1 even though unlawful, unless the employee, at the time of obeying the directions, believed them to  
2 be unlawful."

3 25. In the course of their employment, PLAINTIFF and other CALIFORNIA CLASS  
4 Members as a business expense, were required by DEFENDANTS to use their own personal cellular  
5 phones as a result of and in furtherance of their job duties as employees for DEFENDANTS but  
6 were not reimbursed or indemnified by DEFENDANTS for the costs associated with the use of  
7 their personal cellular phones for DEFENDANTS' benefit. Specifically, PLAINTIFF and other  
8 CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal cellular  
9 phones to conduct work related business. As a result, in the course of their employment with  
10 DEFENDANT the PLAINTIFF and other members of the CALIFORNIA CLASS incurred  
11 unreimbursed business expenses which included, but were not limited to, costs related to the use of  
12 their personal cellular phones all on behalf of and for the benefit of DEFENDANTS.

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

14 26. During the CLASS PERIOD, from time-to-time DEFENDANT failed and  
15 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
16 for all hours worked.

17 27. During the CLASS PERIOD, from time-to-time DEFENDANT required  
18 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
19 work, including but not limited to performing keyholder duties such as unlocking and locking  
20 doors, disarming and arming security systems at DEFENDANT'S store. This resulted in  
21 PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-  
22 clock.

23 28. DEFENDANT directed and directly benefited from the undercompensated off-the-  
24 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

25 29. DEFENDANT controlled the work schedules, duties, and protocols, applications,  
26 assignments, and employment conditions of PLAINTIFF and the other members of the  
27 CALIFORNIA CLASS.

28 30. DEFENDANT was able to track the amount of time PLAINTIFF and the other  
members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to

1 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
2 wages earned and owed for all the work they performed.

3 31. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-  
4 exempt employees, subject to the requirements of the California Labor Code.

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

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

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

19 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**  
20 **and Redeemed Sick Pay**

21 35. From time to time during the CLASS PERIOD, DEFENDANT failed and  
22 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
23 Members for their overtime and double time hours worked, meal and rest period premiums, and  
24 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members  
25 forfeited wages due to them for working overtime without compensation at the correct overtime  
26 and double time rates, meal and rest period premiums, and redeemed sick pay rates.  
27 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at  
28 the correct rate for all overtime and double time worked, meal and rest period premiums, and

1 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT’s business  
2 records.

3 36. State law provides that employees must be paid overtime at one-and-one-half times  
4 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS Members were  
5 compensated at an hourly rate plus incentive pay that was tied to specific elements of an  
6 employee’s performance.

7 37. The second component of PLAINTIFF’s and other CALIFORNIA CLASS  
8 Members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid  
9 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for  
10 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly  
11 basis with bonus compensation when the employees met the various performance goals set by  
12 DEFENDANTS.

13 38. However, from-time-to-time, when calculating the regular rate of pay, in those pay  
14 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double  
15 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
16 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus  
17 compensation as part of the employees’ “regular rate of pay” and/or calculated all hours worked  
18 rather than just all non-overtime hours worked. Management and supervisors described the  
19 incentive/bonus program to potential and new employees as part of the compensation package.  
20 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA  
21 CLASS members must be included in the “regular rate of pay.” The failure to do so has resulted  
22 in a systematic underpayment of overtime and double time compensation, meal and rest period  
23 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by  
24 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time  
25 for non-employees shall be calculated in the same manner as the regular rate of pay for the  
26 workweek in which the non-exempt employee uses paid sick time, whether or not the employee  
27 actually works overtime in that workweek. DEFENDANTS’ conduct, as articulated herein, by  
28 failing to include the incentive compensation as part of the “regular rate of pay” for purposes of

1 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is  
2 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

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

14 **G. Unlawful Rounding Practices**

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

27 41. Further, the mutability of DEFENDANTS' timekeeping system and unlawful  
28 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members' time  
being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding

1 policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to perform work as  
2 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-  
3 duty meal break.

4 **H. Timekeeping Manipulation**

5 42. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an  
6 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of  
7 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the  
8 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal  
9 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and unilaterally  
10 alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and other  
11 members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours  
12 worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed  
13 rest break.

14 43. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from  
15 time-to-time, forfeited time worked by working without their time being accurately recorded and  
16 without compensation at the applicable pay rates.

17 44. The mutability of the timekeeping system also allowed DEFENDANTS to alter  
18 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'  
19 timekeeping system so as to create the appearance that PLAINTIFF and other members of the  
20 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees  
21 were not at all times provided an off-duty meal break. This practice is a direct result of  
22 DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30) minute  
23 off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

24 45. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
25 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit for  
26 the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to  
27 not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in  
28 accordance with applicable law is evidenced by DEFENDANTS' business records.

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1     **I. Violations for Untimely Payment of Wages**

2             46. Pursuant to California Labor Code section 204, PLAINTIFF and the  
3 CALIFORNIA CLASS members were entitled to timely payment of wages during their  
4 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not  
5 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,  
6 meal period premium wages, and rest period premium wages within permissible time period.

7     **J. Unlawful Deductions**

8             47. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF  
9 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do  
10 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,  
11 DEFENDANTS violated Labor Code § 221.

12             48. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
13 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.  
14 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)  
15 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to  
16 provide PLAINTIFF with a second off-duty meal period each workday in which he was required  
17 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF  
18 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.  
19 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was  
20 supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks  
21 without additional compensation and in accordance with DEFENDANT'S strict corporate policy  
22 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to  
23 comply with Cal. Lab. Code § 226. Further, DEFENDANT failed to reimburse PLAINTIFF for  
24 required business expenses related to the use of his personal cell phone in violation of Cal. Lab.  
25 Code § 2802. To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime and  
26 double time compensation still owed to him or any penalty wages owed to him under Cal. Lab.  
27 Code § 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or  
28 value of \$75,000.

**CLASS ACTION ALLEGATIONS**

1  
2           49.    PLAINTIFF bring this Class Action on behalf of himself, and a California class  
3 defined as all persons who are or previously were employed by Defendant Warby Parker and/or  
4 Defendant Warby Parker Retail in California and classified as non-exempt employees (the  
5 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing  
6 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

7           50.    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           51.    The members of the class are so numerous that joinder of all class members is  
14 impractical.

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

23 54. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and  
24 PLAINTIFF have the same interests as the other members of the class.

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

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

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

3           58. 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           59. 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          60. 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          61. 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.

28 ///

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

10 64. 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 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, as  
18 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 65. 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, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and  
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 66. 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 67. 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, failed to pay minimum and overtime wages owed, and failed to reimburse all  
7 necessary business expenses incurred, due to a systematic business practice that cannot be  
8 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission  
9 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should  
10 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including  
11 restitution of wages wrongfully withheld.

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

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

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

25 71. PLAINTIFF further demands on behalf of himself and on behalf of each  
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
27 not timely provided as required by law.  
28

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

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

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

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

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

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**SECOND CAUSE OF ACTION**

**Failure To Pay Minimum Wages**

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

**Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

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

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

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

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

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

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

83. DEFENDANT’s uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

1           84. In committing these violations of the California Labor Code, DEFENDANT  
2 inaccurately calculated the correct 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           85. 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           86. During the CLASS PERIOD, PLAINTIFF and the other members of the  
11 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a  
12 failure to pay all earned wages.

13           87. 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           88. DEFENDANT knew or should have known that PLAINTIFF and the other  
19 members of the CALIFORNIA CLASS were 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 company 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           89. 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 90. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
6 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 §§ 204, 510, 1194 and 1198)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

20 91. 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 92. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
24 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial  
25 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all  
26 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or  
27 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.  
28



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

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

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

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

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

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

26          99. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
27 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
28 overtime compensation for their time worked for DEFENDANT.

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

9           101. During the CLASS PERIOD, PLAINTIFF and the other members of the  
10 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting  
11 a failure to pay all earned wages.

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

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

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

1 and the other members of the CALIFORNIA CLASS the correct overtime wages for their  
2 overtime worked.

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

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

21 **FOURTH CAUSE OF ACTION**

22 **Failure To Provide Required Meal Periods**

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

24 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

25 107. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and  
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
27 Complaint.  
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1           108. During the CLASS PERIOD, DEFENDANT failed to provide all the legally  
2 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as  
3 required by the applicable Wage Order and Labor Code. The nature of the work performed by  
4 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being  
5 relieved of all of their duties for the legally required off-duty meal periods. As a result of their  
6 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not  
7 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT’s  
8 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required  
9 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT’s business  
10 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS  
11 Members with a second off-duty meal period in some workdays in which these employees were  
12 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other  
13 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation  
14 and in accordance with DEFENDANT’s strict corporate policy and practice.

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

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

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1 **FIFTH CAUSE OF ACTION**

2 **Failure To Provide Required Rest Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

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

5 111. 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.

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

22 113. 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 rest 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 rest  
26 period was not provided.

1 114. 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 **SIXTH CAUSE OF ACTION**

5 **Failure To Provide Accurate Itemized Statements**

6 **(Cal. Lab. Code § 226)**

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

8 115. 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.

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

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

1           i. all applicable hourly rates in effect during the pay period and the corresponding  
2           number of hours worked at each hourly rate by the employee.

3           117. When DEFENDANT did not accurately record PLAINTIFF'S and other  
4 CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed  
5 meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal.  
6 Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA  
7 CLASS Members with complete and accurate wage statements which failed to show, among other  
8 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked  
9 and all applicable hourly rates in effect during the pay period and the corresponding amount of  
10 time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal  
11 and rest periods.

12           118. In addition to the foregoing, DEFENDANT failed to provide itemized wage  
13 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the  
14 requirements of California Labor Code Section 226.

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

5 120. 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.

8 121. Cal. Lab. Code § 200 provides that:

9 As used in this article:

- 10 (d) "Wages" includes all amounts for labor performed by employees of every  
11 description, whether the amount is fixed or ascertained by the standard of time,  
12 task, piece, Commission basis, or other method of calculation.  
13 (e) "Labor" includes labor, work, or service whether rendered or performed under  
14 contract, subcontract, partnership, station plan, or other agreement if the to be  
15 paid for is performed personally by the person demanding payment.

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

19 123. Cal. Lab. Code § 202 provides, in relevant part, that:

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

29 124. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS  
30 Members' employment contract.

31 125. Cal. Lab. Code § 203 provides:

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



1 126. The employment of PLAINTIFF and many CALIFORNIA CLASS Members  
2 terminated, and DEFENDANT has not tendered payment of wages to these employees who  
3 missed meal and rest breaks, as required by law.

4 127. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the  
5 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty  
6 (30) days of pay as penalty for not paying all wages due at time of termination for all employees  
7 who terminated employment during the CLASS PERIOD and demand an accounting and payment  
8 of all wages due, plus interest and statutory costs as allowed by law.

9 **EIGHTH CAUSE OF ACTION**

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

11 **(Cal. Lab. Code §§ 2802)**

12 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all Defendants)**

13  
14 128. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
15 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
16 Complaint.

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

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

23 130. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by  
24 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for  
25 required expenses incurred in the discharge of their job duties for DEFENDANT'S benefit.  
26 DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for  
27 expenses which included, but were not limited to, costs related to using their personal cellular  
28 phones, personal computers and personal home internet all on behalf of and for the benefit of

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

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

16 **PRAYER FOR RELIEF**

17 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and  
18 severally, as follows:

19 1. On behalf of the CALIFORNIA CLASS:

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

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PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the 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.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

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3. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: April 11, 2023

**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 11, 2023

**ZAKAY LAW GROUP, APLC**

By:   
Shani O. Zakay  
Attorney for PLAINTIFF