

**SUMMONS**  
**(CITACION JUDICIAL)**

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

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

WIN & MAX TIMES LLC, a California limited liability company; and DOES 1-50, Inclusive,

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

FRANCISCO CARDENAS, an individual, on behalf of themself, and on behalf of all persons similarly situated,

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

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

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

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

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

The name and address of the court is:  
*(El nombre y dirección de la corte es):* Orange County Superior Court  
Civil Complex Center - 751 West Santa Ana Blvd., Santa Ana, CA 92701

Judge Lon F. Hurwitz  
CASE NUMBER:  
*(Número del Caso)* 30-2025-01454184-CU-OE-CXC

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. T: 619-599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121  
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DATE: 01/22/2025 DAVID H. YAMASAKI, Clerk of the Court Clerk, by G. Ramirez, Deputy  
*(Fecha)* DAVID H. YAMASAKI, Clerk of the Court *(Secretario)* G. Ramirez *(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)*:

**JCL LAW FIRM, APC**

Assigned for All Purposes

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Judge Lon F. Hurwitz

CX-103

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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ORANGE**

FRANCISCO CARDENAS, an individual, on behalf of themselves, and on behalf of all persons similarly situated,

Case No: 30-2025-01454184-CU-OE-CXC

**CLASS ACTION COMPLAINT FOR:**

Plaintiff,  
v.

WIN & MAX TIMES LLC, a California limited liability company; 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;

- 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;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802.

**DEMAND FOR A JURY TRIAL**

PLAINTIFF FRANCISCO CARDENAS (“PLAINTIFF”), an individual, on behalf of themselves and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

**PRELIMINARY ALLEGATIONS**

1. Defendant WIN & MAX TIMES LLC (“DEFENDANT”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT operates, owns, and manages hotels in California, including in the County of Orange, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANT in California from April 2015 to April 2024, as a non-exempt employee, paid on 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.

4. PLAINTIFF reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

5. PLAINTIFF brings this Class Action on behalf of themselves and a California class, defined as all persons who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined

1 by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the  
2 CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

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

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

22 8. The agents, servants and/or employees of DEFENDANTS and each of them acting  
23 on behalf of DEFENDANTS acted within the course and scope of his, her or its authority as the  
24 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct  
25 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.  
26 Consequently, the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS  
27 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of  
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1 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
2 DEFENDANT’S agents, servants and/or employees.

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

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

14 11. DEFENDANT’S uniform policies and practices alleged herein were unlawful,  
15 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain  
16 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

17 12. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction  
18 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and other  
19 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT’S  
20 past and current unlawful conduct, and all other appropriate legal and equitable relief.

### 21 **JURISDICTION AND VENUE**

22 13. This Court has jurisdiction over this Action pursuant to California Code of Civil  
23 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action  
24 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
25 DEFENDANT pursuant to California Code of Civil Procedure Section 382.

26 14. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
27 Sections 395 and 395.5, because DEFENDANT operate in locations across California, employ the  
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1 CALIFORNIA CLASS across California, including in this county, and committed the wrongful  
2 conduct herein alleged in this county against the CALIFORNIA CLASS.

3 **THE CONDUCT**

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

24 **A. Meal Period Violations**

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

1 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS members to work  
2 without paying them for all the time they were under DEFENDANT’S control. Specifically,  
3 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be  
4 PLAINTIFFS’ off-duty meal break. Indeed, there were many days when PLAINTIFF did not even  
5 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members  
6 forfeited minimum wage and overtime compensation by regularly working without their time being  
7 accurately recorded and without compensation at the applicable minimum wage and overtime rates.  
8 DEFENDANT’S uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA  
9 CLASS members for all time worked is evidenced by DEFENDANT’S business records.

10 17. From time to time during the CLASS PERIOD, as a result of their rigorous work  
11 schedules and DEFENDANT’S inadequate staffing practices, PLAINTIFF and other  
12 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty  
13 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
14 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANT for  
15 more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT  
16 failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal  
17 period for some workdays in which DEFENDANT requires these employees to work ten (10) hours  
18 of work. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS  
19 members does not qualify for the limited and narrowly construed “on-duty” meal period exception.  
20 When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS  
21 members were, from time to time, required to remain on premises, on duty and on call. Further,  
22 DEFENDANT from time to time required PLAINTIFF and other CALIFORNIA CLASS members  
23 to maintain cordless communication devices in order to receive and respond to work-related  
24 communications during what was supposed to be their off-duty meal breaks. DEFENDANT’S  
25 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal  
26 breaks is evidenced by DEFENDANT’S business records. As a result of their rigorous work  
27 schedules and DEFENDANT’S inadequate staffing, PLAINTIFF and other members of the  
28

1 CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in  
2 accordance with DEFENDANT’S strict corporate policy and practice.

3 **B. Rest Period Violations**

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

21 **C. Unreimbursed Business Expenses**

22 19. DEFENDANT as a matter of corporate policy, practice, and procedure,  
23 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF  
24 and the other CALIFORNIA CLASS members for required business expenses incurred by the  
25 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their  
26 duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are  
27 required to indemnify employees for all expenses incurred in the course and scope of their  
28 employment. California Labor Code Section 2802 expressly states that "an employer shall



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

5 20. In the course of their employment, DEFENDANT required PLAINTIFF and other  
6 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell  
7 phones, vehicles, and for the maintenance of their work uniforms, as a result of and in furtherance  
8 of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS members were  
9 required to use their personal cell phones, vehicles, and maintain their work uniforms, in order to  
10 perform work related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF  
11 and other CALIFORNIA CLASS members for the use of their personal cell phones, vehicles, and  
12 maintenance of their work uniforms. As a result, in the course of their employment with  
13 DEFENDANT, the PLAINTIFF and other CALIFORNIA CLASS members incurred  
14 unreimbursed business expenses that included, but were not limited to, costs related to the use of  
15 their personal cell phones, vehicles, and maintenance of their work uniforms, all on behalf of and  
16 for the benefit of DEFENDANT.

17 **D. Wage Statement Violations**

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

26 22. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
27 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed  
28 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to

1 provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage  
2 statements which failed to show, among other things, all deductions, the total hours worked and all  
3 applicable hourly rates in effect during the pay period and the corresponding amount of time worked  
4 at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

5 23. Further, DEFENDANT from time to time failed to provide PLAINTIFF and the  
6 CALIFORNIA CLASS members with wage statements that accurately provided the name and  
7 address of the legal entity that is the employer, in violation of California Labor Code Section  
8 226(a)(8).

9 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide  
10 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
11 California Labor Code Section 226.

12 25. As a result, DEFENDANT issued PLAINTIFF and other CALIFORNIA CLASS  
13 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,  
14 DEFENDANT'S violations are knowing and intentional, and were not isolated due to an  
15 unintentional payroll error due to clerical or inadvertent mistake.

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

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

20 27. During the CLASS PERIOD, from time-to-time DEFENDANT required  
21 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
22 work, including but not limited to, performing maintenance duties. This resulted in PLAINTIFF  
23 and other CALIFORNIA CLASS members having to work while off-the-clock.

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

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

1           30. DEFENDANT was able to track the amount of time PLAINTIFF and the other  
2 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to  
3 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
4 wages earned and owed for all the work they performed.

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

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

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

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

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

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

1 overtime and double time worked, meal and rest period premiums, and sick pay in accordance with  
2 applicable law is evidenced by DEFENDANT’S business 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 employee’s  
6 performance.

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

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 bonuses, DEFENDANT failed to accurately include the non-discretionary bonus  
17 compensation as part of the employee’s “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. As  
20 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 in  
22 a systematic underpayment of overtime and double time compensation, meal and rest period  
23 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS  
24 members by DEFENDANT. Specifically, California Labor Code Section 246 mandates that paid  
25 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of  
26 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the  
27 employee actually works overtime in that workweek. DEFENDANT’S conduct, as articulated  
28 herein, by failing to include the incentive compensation as part of the “regular rate of pay” for

1 purposes of sick pay compensation was in violation of California Labor Code Section 246, the  
2 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or  
3 204.

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

13 **G. Unlawful Deductions**

14 40. DEFENDANT, from time-to-time, unlawfully deducted wages from PLAINTIFF’S  
15 and CALIFORNIA CLASS members’ pay without explanations and without authorization to do  
16 so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a result, DEFENDANT  
17 violated Labor Code Section 221.

18 **H. Timekeeping Manipulation**

19 41. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an  
20 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of  
21 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the  
22 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal  
23 and rest breaks. As a result, DEFENDANT were able to and did in fact, unlawfully, and unilaterally  
24 alter the time recorded in DEFENDANT’S timekeeping system for PLAINTIFF and other  
25 members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours  
26 worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed  
27 rest breaks.

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1           42. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from  
2 time to time, forfeited time worked by working without their time being accurately recorded and  
3 without compensation at the applicable pay rates.

4           43. The mutability of the timekeeping system also allowed DEFENDANT to alter  
5 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT'S  
6 timekeeping system to create the appearance that PLAINTIFF and other members of the  
7 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees  
8 were not provided an off-duty meal break at all times. This practice is a direct result of  
9 DEFENDANT'S uniform policy and practice of denying employees uninterrupted thirty (30)  
10 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal  
11 breaks.

12           44. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
13 forfeited wages due to them for all hours worked at DEFENDANT'S direction, control and benefit  
14 for the timekeeping system was inoperable. DEFENDANT'S uniform policy and practice to not  
15 pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in  
16 accordance with applicable law is evidenced by DEFENDANT'S business records.

17       **I. Unlawful Rounding Practices**

18           45. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place  
19 an immutable timekeeping system to accurately record and pay PLAINTIFF and other  
20 CALIFORNIA CLASS members for the actual time these employees worked each day, including  
21 overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy and practice  
22 that resulted in PLAINTIFF and CALIFORNIA CLASS members being undercompensated for all  
23 their time worked. As a result, DEFENDANT was able to and did in fact unlawfully and  
24 unilaterally round the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF and  
25 the members of the CALIFORNIA CLASS in order to avoid paying these employees for all their  
26 time worked, including the applicable overtime compensation for overtime worked. As a result,  
27 PLAINTIFF and other CALIFORNIA CLASS members, from time to time, forfeited  
28

1 compensation for their time worked by working without their time being accurately recorded and  
2 without compensation at the applicable overtime rates.

3 46. Further, the mutability of DEFENDANT’S timekeeping system and unlawful  
4 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members’ time  
5 being inaccurately recorded. As a result, from time to time, DEFENDANT’S unlawful rounding  
6 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as  
7 ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty  
8 meal break.

9 **J. Violations for Untimely Payment of Wages**

10 47. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA  
11 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF  
12 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,  
13 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and  
14 rest period premium wages within the permissible time period.

15 48. Pursuant to California Labor Code Section 201, “If an employer discharges an  
16 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”  
17 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his  
18 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee  
19 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
20 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS  
21 members were, from time to time, not timely provided the wages earned and unpaid at the time of  
22 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201  
23 and 202.

24 49. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely  
25 paying all wages due at time of termination for all CALIFORNIA CLASS members whose  
26 employment ended during the CLASS PERIOD.

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1     **K. Sick Pay Violations**

2           50.     California Labor Code Section 246 (a)(1) mandates that “An employee who, on or  
3 after July 1, 2015, works in California for the same employer for 30 or more days within a year  
4 from the commencement of employment is entitled to paid sick days as specified in this section.”  
5 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.  
6 From time to time, DEFENDANT failed to have a policy or practice in place to provide PLAINTIFF  
7 and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave. As of  
8 January 1, 2024, DEFENDANT failed to adhere to the law in that they failed to provide and allow  
9 employees to use at least 40 hours or five days of paid sick leave per year.

10           51.     California Labor Code Section 246(i) requires an employer to furnish its employees  
11 with written wage statements setting forth the amount of paid sick leave available. From time to  
12 time, DEFENDANT violated California Labor Code Section 246 by failing to furnish PLAINTIFF  
13 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of  
14 paid sick leave available.

15           52.     Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
16 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.  
17 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)  
18 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to  
19 provide PLAINTIFF with a second off-duty meal period each workday in which DEFENDANT  
20 required them to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF with  
21 a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the rest  
22 break. DEFENDANT’S policy caused PLAINTIFF to remain on premises, on-call and on-duty  
23 during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited meal  
24 and rest breaks without additional compensation and in accordance with DEFENDANT’S strict  
25 corporate policy and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs  
26 that failed to comply with California Labor Code Section 226. Further, DEFENDANT also failed  
27 to reimburse PLAINTIFF for required business expenses related to the personal expenses incurred  
28 for the use of their personal cell phone, vehicle, and maintenance of their work uniform, on behalf



1 of and in furtherance of their employment with DEFENDANT. To date, DEFENDANT have not  
2 fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to them,  
3 or any penalty wages owed to them under California Labor Code Section 203. The amount in  
4 controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

5 **CLASS ACTION ALLEGATIONS**

6 53. PLAINTIFF brings this Class Action on behalf of themselves, and a California class  
7 defined as all persons who are or previously were employed by DEFENDANT in California and  
8 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period  
9 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined  
10 by the Court (the “CLASS PERIOD”).

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

18 55. The members of the class are so numerous that joinder of all class members is  
19 impractical.

20 56. Common questions of law and fact regarding DEFENDANT’S conduct, including  
21 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately  
22 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the  
23 regular rate of compensation for missed meal and rest period premiums, failure to provide legally  
24 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide  
25 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and  
26 overtime, exist as to all members of the class and predominate over any questions affecting solely  
27 any individual members of the class. Among the questions of law and fact common to the class are:  
28

- 1 a. Whether DEFENDANT maintained legally compliant meal period policies and
- 2 practices;
- 3 b. Whether DEFENDANT maintained legally compliant rest period policies and
- 4 practices;
- 5 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 6 members accurate premium payments for missed meal and rest periods;
- 7 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 8 members accurate overtime wages;
- 9 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 10 members at least minimum wage for all hours worked;
- 11 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
- 12 CLASS members for required business expenses;
- 13 g. Whether DEFENDANT issued legally compliant wage statements;
- 14 h. Whether DEFENDANT committed an act of unfair competition by systematically
- 15 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
- 16 CLASS for all time worked;
- 17 i. Whether DEFENDANT committed an act of unfair competition by systematically
- 18 failing to record all meal and rest breaks missed by PLAINTIFF and other
- 19 CALIFORNIA CLASS members, even though DEFENDANT enjoyed the benefit
- 20 of this work, required employees to perform this work and permits or suffers to
- 21 permit this work;
- 22 j. Whether DEFENDANT committed an act of unfair competition in violation of
- 23 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
- 24 failing to provide the PLAINTIFF and the other members of the CALIFORNIA
- 25 CLASS with the legally required meal and rest periods.

26 57. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a  
27 result of DEFENDANT’S conduct and actions alleged herein.

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1           58. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and  
2 PLAINTIFF has the same interests as the other members of the class.

3           59. PLAINTIFF will fairly and adequately represent and protect the interests of the  
4 CALIFORNIA CLASS members.

5           60. PLAINTIFF retained able class counsel with extensive experience in class action  
6 litigation.

7           61. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the  
8 interest of the other CALIFORNIA CLASS members.

9           62. There is a strong community of interest among PLAINTIFF and the members of the  
10 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are  
11 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
12 sustained.

13           63. The questions of law and fact common to the CALIFORNIA CLASS members  
14 predominate over any questions affecting only individual members, including legal and factual  
15 issues relating to liability and damages.

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

- 23           a. Inconsistent or varying adjudications with respect to individual members of the  
24 CALIFORNIA CLASS which would establish incompatible standards of conduct  
25 for the parties opposing the CALIFORNIA CLASS; and/or,  
26           b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
27 which would, as a practical matter, be dispositive of the interests of the other  
28

1 members not party to the adjudication or substantially impair or impeded their ability  
2 to protect their interests.

3 65. Class treatment provides manageable judicial treatment calculated to bring an  
4 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the  
5 conduct of DEFENDANT.

6 **FIRST CAUSE OF ACTION**

7 **Unlawful Business Practices**

8 **(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

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

13 67. DEFENDANTS are each a “person” as that term is defined under California  
14 Business and Professions Code Section 17021.

15 68. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)  
16 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section  
17 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair  
18 competition as follows:

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

26 69. By the conduct alleged herein, DEFENDANT have engaged and continues to engage  
27 in business practices which violate California law, including but not limited to, the applicable Wage  
28 Order(s), the California Code of Regulations and the California Labor Code including Sections 201,  
202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court  
should issue declaratory and other equitable relief pursuant to California Business and Professions

1 Code Section 17203 as may be necessary to prevent and remedy the conduct held to constitute  
2 unfair competition, including restitution of wages wrongfully withheld.

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

8 71. By the conduct alleged herein, DEFENDANT’S practices were deceptive and  
9 fraudulent in that DEFENDANT’S uniform policy and practice failed to provide the legally  
10 mandated meal and rest periods and the required amount of compensation for missed meal and rest  
11 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary  
12 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant  
13 to the applicable California Labor Code and Industrial Welfare Commission requirements in  
14 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this  
15 Court should issue injunctive and equitable relief, pursuant to California Business and Professions  
16 Code Section 17203, including restitution of wages wrongfully withheld.

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

21 73. By the conduct alleged herein, DEFENDANT’S practices were also unfair and  
22 deceptive in that DEFENDANT’S uniform policies, practices and procedures failed to provide  
23 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
24 required by California Labor Code Sections 226.7 and 512.

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

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

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

12 77. All the acts described herein as violations of, among other things, the Industrial  
13 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
14 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and  
15 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
16 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

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

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

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

1 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
2 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
3 and economic harm unless DEFENDANT are restrained from continuing to engage in these  
4 unlawful and unfair business practices.

5 **SECOND CAUSE OF ACTION**

6 **Failure To Pay Minimum Wages**

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

8 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

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

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

16 82. Pursuant to California Labor Code Section 204, other applicable laws and  
17 regulations, and public policy, an employer must timely pay its employees for all hours worked.

18 83. California Labor Code Section 1197 provides the minimum wage for employees  
19 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less  
20 wage than the minimum so fixed is unlawful.

21 84. California Labor Code Section 1194 establishes an employee’s right to recover  
22 unpaid wages, including minimum wage compensation and interest thereon, together with the costs  
23 of suit.

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

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

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

11           88. As a direct result of DEFENDANT’S unlawful wage practices as alleged herein,  
12 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
13 minimum wage compensation for their time worked for DEFENDANT.

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

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

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

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

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

20 **THIRD CAUSE OF ACTION**

21 **Failure To Pay Overtime Compensation**

22 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

23 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

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

27 95. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
28 DEFENDANT'S willful and intentional violations of the California Labor Code and the Industrial

1 Welfare Commission requirements for DEFENDANT’S failure to pay these employees for all  
2 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve  
3 (12) hours in a workday, and/or forty (40) hours in any workweek.

4 96. Pursuant to California Labor Code Section 204, other applicable laws and  
5 regulations, and public policy, an employer must timely pay its employees for all hours worked.

6 97. California Labor Code Section 510 provides that employees in California shall not  
7 be employed more than eight (8) hours per workday and/or more than forty (40) hours per  
8 workweek unless they receive additional compensation beyond their regular wages in amounts  
9 specified by law.

10 98. California Labor Code Section 1194 establishes an employee’s right to recover  
11 unpaid wages, including minimum and overtime compensation and interest thereon, together with  
12 the costs of suit. California Labor Code Section 1198 further states that the employment of an  
13 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

14 99. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members  
15 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time they  
16 worked, including overtime work.

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

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

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

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

12           104. During the CLASS PERIOD, PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting  
14 a failure to pay all earned wages.

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

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

27           107. DEFENDANT knew or should have known that PLAINTIFF and the other members  
28 of the CALIFORNIA CLASS were undercompensated for their time worked. DEFENDANT

1 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them  
2 for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANT  
3 perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the  
4 CALIFORNIA CLASS the correct overtime wages for their overtime worked.

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

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

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1 **FOURTH CAUSE OF ACTION**

2 **Failure To Provide Required Meal Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

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

5 110. 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.

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

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

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1 113. 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, and  
3 seek all wages earned and due, interest, penalties, expenses and costs of suit.

4 **FIFTH CAUSE OF ACTION**

5 **Failure To Provide Required Rest Periods**

6 **(Cal. Lab. Code §§ 226.7 & 512)**

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

8 114. 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.

11 115. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were  
12 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.  
13 Further, these employees were denied their first rest periods of at least ten (10) minutes for some  
14 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)  
15 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third  
16 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. 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, PLAINTIFF and other CALIFORNIA CLASS  
19 members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT'S  
20 managers. In addition, DEFENDANT failed to compensate PLAINTIFF and other CALIFORNIA  
21 CLASS members for their rest periods as required by the applicable Wage Order and Labor Code.  
22 As a result, DEFENDANT'S failure to provide PLAINTIFF and the CALIFORNIA CLASS  
23 members with all the legally required paid rest periods is evidenced by DEFENDANT'S business  
24 records.

25 116. DEFENDANT further violated California Labor Code Sections 226.7 and the  
26 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS  
27 members who were not provided a rest period, in accordance with the applicable Wage Order, one  
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1 additional hour of compensation at each employee’s regular rate of pay for each workday that rest  
2 period was not provided.

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

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

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

13 119. California Labor Code Section 226 provides that an employer must furnish  
14 employees with an “accurate itemized” statement in writing showing:

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

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

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

15 121. Further, DEFENDANT from time to time failed to provide PLAINTIFF and the  
16 CALIFORNIA CLASS members with wage statements that accurately provided the name and  
17 address of the legal entity that is the employer, in violation of California Labor Code Section  
18 226(a)(8).

19 122. In addition to the foregoing, DEFENDANT failed to provide itemized wage  
20 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the  
21 requirements of California Labor Code Section 226(a)(1)-(9).

22 123. DEFENDANT knowingly and intentionally failed to comply with California Labor  
23 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of  
24 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended  
25 calculating the correct wages for all missed meal and rest breaks and the amount of employment  
26 taxes which were not properly paid to state and federal tax authorities. These damages are difficult  
27 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect  
28 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the



1 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period  
2 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial  
3 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective  
4 member of the CALIFORNIA CLASS herein).

5 **SEVENTH CAUSE OF ACTION**

6 **Failure To Pay Wages When Due**

7 **(Cal. Lab. Code § 203)**

8 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

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

12 125. California Labor Code Section 200 provides that:

13 As used in this article:

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

20 126. California Labor Code Section 201 provides, in relevant part, that "If an employer  
21 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable  
22 immediately."

23 127. California Labor Code Section 202 provides, in relevant part, that:

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

128. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS  
members' employment contract.

1 129. California Labor Code Section 203 provides:

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

5 130. The employment of PLAINTIFF and many CALIFORNIA CLASS members  
6 terminated, and DEFENDANT have not tendered payment of wages to these employees who  
7 missed meal and rest breaks, as required by law.

8 131. Therefore, as provided by California Labor Code Section 203, on behalf of  
9 themselves and the members of the CALIFORNIA CLASS whose employment has ended,  
10 PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time  
11 of termination for all employees who terminated employment during the CLASS PERIOD and  
12 demand an accounting and payment of all wages due, plus interest and statutory costs as allowed  
13 by law.

#### 14 **EIGHTH CAUSE OF ACTION**

##### 15 **Failure To Reimburse Employees for Required Expenses**

##### 16 **(Cal. Lab. Code §§ 2802)**

##### 17 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

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

21 133. California Labor Code Section 2802 provides, in relevant part, that:  
22 An employer shall indemnify his or her employee for all necessary expenditures or  
23 losses incurred by the employee in direct consequence of the discharge of his or her  
24 duties, or of his or her obedience to the directions of the employer, even though  
unlawful, unless the employee, at the time of obeying the directions, believed them to  
be unlawful.

25 134. From time to time during the CLASS PERIOD, DEFENDANT violated California  
26 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the  
27 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties  
28 for DEFENDANT'S benefit. DEFENDANT failed to reimburse PLAINTIFF and the

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

15 135. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred  
16 by them and the CALIFORNIA CLASS members in the discharge of their job duties for  
17 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory  
18 rate and costs under California Labor Code Section 2802.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and  
21 severally, as follows:

22 1. On behalf of the CALIFORNIA CLASS:

- 23 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA  
24 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;  
25 b. An order temporarily, preliminarily and permanently enjoining and restraining  
26 DEFENDANT from engaging in similar unlawful conduct as set forth herein;  
27 c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully  
28 withheld from compensation due to PLAINTIFF and the other members of the

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CALIFORNIA CLASS; and

d. Restitutionary disgorgement of DEFENDANT’S ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT’S violations due to 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 California Code of Civil Procedure Section 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 California Labor Code Sections 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 California Labor Code Section 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 California Labor Code Section 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 and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: January 20, 2025

**JCL LAW FIRM, APC**

By:   
\_\_\_\_\_  
Jean-Claude Lapuyade, Esq.  
Attorney for PLAINTIFF

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**DEMAND FOR A JURY TRIAL**

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

DATED: January 20, 2025

**JCL LAW FIRM, APC**

By:   
Jean-Claude Lapuyade, Esq.  
Attorney for PLAINTIFF