

**SUMMONS
(CITACION JUDICIAL)**

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

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

YOUNG LIFE, a Texas nonprofit corporation; and DOES 1-50, Inclusive,

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/5/2024 2:05:27 PM

Clerk of the Superior Court
By D. Cortez, Deputy Clerk

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

KATELYN LETTICH, an individual, on behalf of herself, 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), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **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), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.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): San Diego Superior Court
Hall of Justice Courthouse - 330 W. Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso): 24CU026517C

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. T: (619) 255-9047 Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: December 6, 2024
(Fecha)

Clerk, by D. Cortez, Deputy
(Secretario) (Adjunto)

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



NOTICE TO THE PERSON SERVED: You are served

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

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Clerk of the Superior Court
By D. Cortez, Deputy Clerk

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KATELYN LETTICH, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

YOUNG LIFE, a Texas nonprofit corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No: 24CU026517C

CLASS ACTION COMPLAINT FOR:

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

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

DEMAND FOR A JURY TRIAL

PLAINTIFF KATELYN LETTICH (“PLAINTIFF”), an individual, on behalf of herself 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 YOUNG LIFE (“DEFENDANT” and/or “DEFENDANTS”) is a Texas nonprofit corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANTS own and operate a religious nonprofit ministry in California, including in the County of San Diego where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANTS in California from August of 2021 to October of 2024, and worked at times during her employment 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 brings this Class Action on behalf of herself and a California class, defined as all persons who are or previously were employed by DEFENDANTS 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 by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

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

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

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

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

26 8. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
27 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
28 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
2 are subject to civil penalties for each underpaid employee, as set forth in Labor Code Section 558,
3 at all relevant times.

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

9 10. DEFENDANTS’ uniform policies and practices alleged herein were unlawful,
10 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
11 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

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

16 **JURISDICTION AND VENUE**

17 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
18 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
19 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
20 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

21 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
22 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
23 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful
24 conduct herein alleged in this county against the CALIFORNIA CLASS.

25 **THE CONDUCT**

26 14. In violation of the applicable sections of the California Labor Code and the
27 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
28 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically

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

18 **A. Meal Period Violations**

19 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
20 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
21 meaning the time during which an employee is subject to the control of an employer, including all
22 the time the employee is suffered or permitted to work. From time to time during the CLASS
23 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
24 without paying them for all the time they were under DEFENDANTS' control. Specifically,
25 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
26 PLAINTIFFS' off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
27 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
28 forfeited minimum wage and overtime compensation by regularly working without their time being

1 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
2 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
3 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

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

21 **B. Rest Period Violations**

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

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

8 **C. Unreimbursed Business Expenses**

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

20 19. In the course of their employment, DEFENDANTS required PLAINTIFF and other
21 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
22 phones, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
23 CALIFORNIA CLASS members were required to use their personal cell phones, vehicles,
24 computers, and home internet in order to perform work related tasks. However, DEFENDANTS
25 unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS members for the use
26 of their personal cell phones, vehicles, computers, and home internet. As a result, in the course of
27 their employment with DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS
28 members incurred unreimbursed business expenses that included, but were not limited to, costs

1 related to the use of their personal cell phones, vehicles, computers, and home internet all on behalf
2 of and for the benefit of DEFENDANTS.

3 **D. Wage Statement Violations**

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

12 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
13 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
14 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
15 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
16 wage statements which failed to show, among other things, all deductions, the total hours worked
17 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
18 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
19 periods.

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

24 23. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
25 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
26 California Labor Code Section 226.

27 24. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
28 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,

1 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
2 unintentional payroll error due to clerical or inadvertent mistake.

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

4 25. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
5 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
6 for all hours worked.

7 26. During the CLASS PERIOD, from time-to-time DEFENDANTS required
8 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
9 work, including but not limited to sending and receiving work-related communications, performing
10 security sweeps, and performing keyholder duties. This resulted in PLAINTIFF and other
11 CALIFORNIA CLASS members having to work while off-the-clock.

12 27. DEFENDANTS directed and directly benefited from the undercompensated off-the-
13 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

14 28. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
15 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
16 members.

17 29. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
18 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
19 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
20 wages earned and owed for all the work they performed.

21 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
22 employees, subject to the requirements of the California Labor Code.

23 31. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
24 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
25 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
26 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
27 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

28 ///

1 32. DEFENDANTS knew or should have known that PLAINTIFFS’ and the other
2 CALIFORNIA CLASS members’ off-the-clock work was compensable under the law.

3 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
4 forfeited wages due to them for all hours worked at DEFENDANTS’ direction, control, and benefit
5 for the time spent working while off-the-clock, including but not limited to, sending and receiving
6 work-related communications, clocking in and out, unlocking and reopening gates, and performing
7 security sweeps. DEFENDANTS’ uniform policy and practice to not pay PLAINTIFF and the
8 members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable
9 law is evidenced by DEFENDANTS’ business records.

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

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

21 35. State law provides that employees must be paid overtime at one-and-one-half times
22 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS members were
23 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee’s
24 performance.

25 36. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
26 members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
27 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
28 performance for DEFENDANTS. The non-discretionary bonus program provided all employees

1 paid on an hourly basis with bonus compensation when the employees met the various performance
2 goals set by DEFENDANTS.

3 37. However, from time to time, when calculating the regular rate of pay in those pay
4 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
5 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
6 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
7 compensation as part of the employee’s “regular rate of pay” and/or calculated all hours worked
8 rather than just all non-overtime hours worked. Management and supervisors described the
9 incentive/bonus program to potential and new employees as part of the compensation package. As
10 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
11 CLASS members must be included in the “regular rate of pay.” The failure to do so has resulted in
12 a systematic underpayment of overtime and double time compensation, meal and rest period
13 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
14 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
15 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
16 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
17 employee actually works overtime in that workweek. DEFENDANTS’ conduct, as articulated
18 herein, by failing to include the incentive compensation as part of the “regular rate of pay” for
19 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
20 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
21 204.

22 38. In violation of the applicable sections of the California Labor Code and the
23 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
24 matter of company policy, practice, and procedure, intentionally and knowingly failed to
25 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
26 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
27 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
28 unfair advantage over competitors who complied with the law. To the extent equitable tolling

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

3 **G. Unlawful Deductions**

4 39. DEFENDANTS, from time-to-time, unlawfully deducted wages from
5 PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanations and without
6 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
7 result, DEFENDANTS violated Labor Code Section 221.

8 **H. Timekeeping Manipulation**

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

18 41. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
19 time to time, forfeited time worked by working without their time being accurately recorded and
20 without compensation at the applicable pay rates.

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

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

6 **I. Unlawful Rounding Practices**

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

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

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

26 46. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
27 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
28 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
2 rest period premium wages within the permissible time period.

3 47. Pursuant to California Labor Code Section 201, “If an employer discharges an
4 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”
5 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his
6 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
7 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
8 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS
9 members were, from time to time, not timely provided the wages earned and unpaid at the time of
10 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
11 and 202.

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

15 **K. Sick Pay Violations**

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

24 50. California Labor Code Section 246(i) requires an employer to furnish its employees
25 with written wage statements setting forth the amount of paid sick leave available. From time to
26 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
27 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
28 paid sick leave available.

1 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
2 maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and
3 expenses.

4 54. The members of the class are so numerous that joinder of all class members is
5 impractical.

6 55. Common questions of law and fact regarding DEFENDANTS' conduct, including
7 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
8 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
9 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
10 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
11 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
12 overtime, exist as to all members of the class and predominate over any questions affecting solely
13 any individual members of the class. Among the questions of law and fact common to the class are:

- 14 a. Whether DEFENDANTS maintained legally compliant meal period policies and
15 practices;
- 16 b. Whether DEFENDANTS maintained legally compliant rest period policies and
17 practices;
- 18 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
19 members accurate premium payments for missed meal and rest periods;
- 20 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
21 members accurate overtime wages;
- 22 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
23 members at least minimum wage for all hours worked;
- 24 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
25 CLASS members for required business expenses;
- 26 g. Whether DEFENDANTS issued legally compliant wage statements;

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- 1 h. Whether DEFENDANTS committed an act of unfair competition by systematically
- 2 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
- 3 CLASS for all time worked;
- 4 i. Whether DEFENDANTS committed an act of unfair competition by systematically
- 5 failing to record all meal and rest breaks missed by PLAINTIFF and other
- 6 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
- 7 of this work, required employees to perform this work and permits or suffers to
- 8 permit this work;
- 9 j. Whether DEFENDANTS committed an act of unfair competition in violation of
- 10 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
- 11 failing to provide the PLAINTIFF and the other members of the CALIFORNIA
- 12 CLASS with the legally required meal and rest periods.

13 56. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
14 result of DEFENDANTS’ conduct and actions alleged herein.

15 57. PLAINTIFFS’ claims are typical of the claims of the CALIFORNIA CLASS, and
16 PLAINTIFF has the same interests as the other members of the class.

17 58. PLAINTIFF will fairly and adequately represent and protect the interests of the
18 CALIFORNIA CLASS members.

19 59. PLAINTIFF retained able class counsel with extensive experience in class action
20 litigation.

21 60. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the
22 interest of the other CALIFORNIA CLASS members.

23 61. There is a strong community of interest among PLAINTIFF and the members of the
24 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
25 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
26 sustained.

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1 66. DEFENDANTS are each a “person” as that term is defined under California
2 Business and Professions Code Section 17021.

3 67. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
4 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
5 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
6 competition as follows:

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

14 68. By the conduct alleged herein, DEFENDANTS have engaged and continues to
15 engage in business practices which violate California law, including but not limited to, the
16 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
17 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
18 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
19 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
20 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

21 69. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair
22 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
23 or substantially injurious to employees, and were without valid justification or utility for which this
24 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
25 Business and Professions Code, including restitution of wages wrongfully withheld.

26 70. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and
27 fraudulent in that DEFENDANTS’ uniform policy and practice failed to provide the legally
28 mandated meal and rest periods and the required amount of compensation for missed meal and rest
periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
to the applicable California Labor Code and Industrial Welfare Commission requirements in

1 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
2 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
3 Code Section 17203, including restitution of wages wrongfully withheld.

4 71. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
5 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
6 other members of the CALIFORNIA CLASS to be underpaid during their employment with
7 DEFENDANTS.

8 72. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
9 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
10 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
11 required by California Labor Code Sections 226.7 and 512.

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

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

20 75. By and through the unlawful and unfair business practices described herein,
21 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
22 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has
23 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment
24 of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
25 compete against competitors who comply with the law.

26 76. All the acts described herein as violations of, among other things, the Industrial
27 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
28 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

3 77. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
4 and do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
7 business practices, including earned but unpaid wages for all time worked.

8 78. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
10 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
11 any unlawful and unfair business practices in the future.

12 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
13 and/or adequate remedy at law that will end the unlawful and unfair business practices of
14 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
15 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
16 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
17 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
18 unlawful and unfair business practices.

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

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

22 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

26 80. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
28

1 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
2 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

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

5 82. California Labor Code Section 1197 provides the minimum wage for employees
6 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less
7 wage than the minimum so fixed is unlawful.

8 83. California Labor Code Section 1194 establishes an employee's right to recover
9 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
10 of suit.

11 84. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
12 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
13 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
14 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
15 CALIFORNIA CLASS.

16 85. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
17 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
18 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
19 members of the CALIFORNIA CLASS in regard to minimum wage pay.

20 86. In committing these violations of the California Labor Code, DEFENDANTS
21 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
22 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
23 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
24 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
25 and regulations.

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

1 88. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
3 failure to pay all earned wages.

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

9 90. DEFENDANTS knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were under-compensated for their time worked.
11 DEFENDANTS systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
13 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
14 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
15 their time worked.

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

24 92. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
26 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
27 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
28 to be owed to the CALIFORNIA CLASS members who have terminated their employment,

1 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
2 individuals are also be entitled to waiting time penalties under California Labor Code Section 203,
3 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
4 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
5 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
6 costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure To Pay Overtime Compensation**

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

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

14 94. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
15 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
16 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
17 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
18 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

25 97. California Labor Code Section 1194 establishes an employee's right to recover
26 unpaid wages, including minimum and overtime compensation and interest thereon, together with
27 the costs of suit. California Labor Code Section 1198 further states that the employment of an
28 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

1 98. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
2 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
3 they worked, including overtime work.

4 99. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
6 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
7 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
8 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
9 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
10 forty (40) hours in any workweek.

11 100. In committing these violations of the California Labor Code, DEFENDANTS
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

17 101. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
18 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
19 overtime compensation for their time worked for DEFENDANTS.

20 102. California Labor Code Section 515 sets out various categories of employees who are
21 exempt from the overtime requirements of the law. None of these exemptions are applicable to
22 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFF brings this Action on behalf of themselves and the CALIFORNIA CLASS based on
26 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
27 California.

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1 103. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
3 a failure to pay all earned wages.

4 104. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
6 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
7 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
8 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
9 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
10 records and witnessed by employees.

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

16 106. DEFENDANTS knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS were undercompensated for their time worked.
18 DEFENDANTS systematically elected, either through intentional malfeasance or gross
19 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
20 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
21 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
22 worked.

23 107. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
26 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

3 108. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
4 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
5 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
6 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
7 owed to the CALIFORNIA CLASS members who have terminated their employment,
8 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
9 therefore these individuals are also be entitled to waiting time penalties under California Labor
10 Code 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was
11 willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
12 members are entitled to seek and recover statutory costs.

13 **FOURTH CAUSE OF ACTION**

14 **Failure To Provide Required Meal Periods**

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

16 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

20 110. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
21 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
22 required by the applicable Wage Order and Labor Code. The nature of the work performed by
23 PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being
24 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
25 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not
26 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'
27 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal
28 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.

1 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with
2 a second off-duty meal period in some workdays in which these employees were required by
3 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of
4 the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in
5 accordance with DEFENDANTS' strict corporate policy and practice.

6 111. DEFENDANTS further violated California Labor Code Section 226.7 and the
7 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
8 members who were not provided a meal period, in accordance with the applicable Wage Order, one
9 additional hour of compensation at each employee's regular rate of pay for each workday that a
10 meal period was not provided.

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

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Provide Required Rest Periods**

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

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

18 113. 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.

21 114. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were
22 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
23 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
24 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
25 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third
26 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF
27 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
28 thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS

1 members were periodically denied their proper rest periods by DEFENDANTS and
2 DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and
3 other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage
4 Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the
5 CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by
6 DEFENDANTS' business records.

7 115. DEFENDANTS further violated California Labor Code Sections 226.7 and the
8 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
9 members who were not provided a rest period, in accordance with the applicable Wage Order, one
10 additional hour of compensation at each employee's regular rate of pay for each workday that rest
11 period was not provided.

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

15 **SIXTH CAUSE OF ACTION**

16 **Failure To Provide Accurate Itemized Statements**

17 **(Cal. Lab. Code § 226)**

18 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

22 118. California Labor Code Section 226 provides that an employer must furnish
23 employees with an "accurate itemized" statement in writing showing:

- 24 a. Gross wages earned,
- 25 b. total hours worked by the employee, except for any employee whose compensation
26 is solely based on a salary and who is exempt from payment of overtime under
27 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
28 Commission,

- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

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

121. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the

1 132. California Labor Code Section 2802 provides, in relevant part, that:
2 An employer shall indemnify his or her employee for all necessary expenditures or
3 losses incurred by the employee in direct consequence of the discharge of his or her
4 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.

5 133. From time to time during the CLASS PERIOD, DEFENDANTS violated California
6 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the
7 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
8 for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
9 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
10 their personal cell phones, vehicles, computers, and home internet, all on behalf of and for the
11 benefit of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other
12 CALIFORNIA CLASS members to use their personal cell phones, vehicles, computers, and home
13 internet to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS'
14 uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA
15 CLASS members for expenses resulting from the use of their personal cell phones, vehicles,
16 computers, and home internet within the course and scope of their employment for
17 DEFENDANTS. These expenses were necessary to complete their principal job duties.
18 DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this expectation.
19 Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA
20 CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the
21 CALIFORNIA CLASS members for these expenses as an employer is required to do under the
22 laws and regulations of California.

23 134. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
24 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
25 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
26 statutory rate and costs under California Labor Code Section 2802.

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1 **PRAYER FOR RELIEF**

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

4 1. On behalf of the CALIFORNIA CLASS:

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

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
17 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
18 to California Code of Civil Procedure Section 382;
19 b. Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due to PLAINTIFF and the other members of
21 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
22 thereon at the statutory rate;
23 c. Meal and rest period compensation pursuant to California Labor Code Sections
24 226.7, 512 and the applicable IWC Wage Order;
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

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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.

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: December 5, 2024

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay, 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: December 5, 2024

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay, Esq.
Attorney for PLAINTIFF