

**SUMMONS  
(CITACION JUDICIAL)**

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

Z57, INC., a California Corporation; CONSTELLATION HOMEBUILDER SYSTEMS, INC. a Delaware Corporation; ZURPLE, INC., Delaware corporation, and DOES 1-50, Inclusive,

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

YVONNE LOPEZ, individually and on behalf of all persons similarly situated, JAIRUS HILL individually and on behalf of all persons similarly situated,

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

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**10/04/2019** at 04:20:19 PM  
Clerk of the Superior Court  
By Vanessa Bahena, Deputy Clerk

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es):  
San Diego Superior Court, Hall of Justice  
330 W. Broadway  
San Diego, CA 92101

CASE NUMBER: 37-2019-00053014-CU-OE-CTL  
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jean-Claude Lapuyade, Esq. SBN:248676 Tel: (619) 599-8292 Fax: (619) 599-8291  
JCL Law Firm, APC - 3990 Old Town Avenue, Suite C204, San Diego, CA 92110

DATE: 10/07/2019 Clerk, by \_\_\_\_\_, Deputy  
(Fecha) (Secretario) *V. Bahena* V. Bahena (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**

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ATTORNEYS FOR PLAINTIFFS YVONNE LOPEZ, ET AL.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO**

YVONNE LOPEZ, individually and on behalf  
of all persons similarly situated, JAIRUS HILL  
individually and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

Z57, INC., a California Corporation;  
CONSTELLATION HOMEBUILDER  
SYSTEMS, INC. a Delaware Corporation;  
ZURPLE, INC., Delaware corporation, and  
DOES 1-50, Inclusive,

Defendants.

Case No. 37-2019-00053014-CU-OE-CTL

**COMPLAINT**

**CLASS ACTION:**

1. FAILURE TO PROVIDE REQUIRED MEAL PERIODS;
2. FAILURE TO PROVIDE REQUIRED REST PERIODS;
3. FAILURE TO PAY OVERTIME WAGES;
4. FAILURE TO PAY MINIMUM WAGES;
5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES;
6. FAILURE TO MAINTAIN REQUIRED RECORDS;
7. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;
8. UNLAWFUL DEDUCTIONS
9. VIOLATION OF LABOR CODE section 232; AND
10. UNFAIR AND UNLAWFUL BUSINESS PRACTICE.

**DEMAND FOR JURY TRIAL**

1 Plaintiffs YVONNE LOPEZ and JAIRUS HILL (collectively “PLAINTIFFS”), demanding a jury  
2 trial, on behalf of themselves and other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because  
5 PLAINTIFFS are residents of the State of California, and Defendants Z57, INC., a California  
6 corporation, CONSTELLATION HOMEBUILDER SYSTEMS, INC. a Delaware Corporation;  
7 ZURPLE, INC., Delaware corporation, and DOES 1 through 50 inclusive (collectively  
8 “DEFENDANTS”), are qualified to do business in California and regularly conduct business in the  
9 State of California. Further, no federal question is at issue because the claims are based solely on  
10 California law.

11 2. Venue is proper in this judicial district and the County of San Diego, California because  
12 PLAINTIFFS, and other persons similarly situated, performed work for DEFENDANTS in the County  
13 of San Diego, DEFENDANTS maintain offices and facilities and transact business in the County of  
14 San Diego, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of  
15 this action were applied, at least in part, to PLAINTIFFS, and other persons similarly situated, in the  
16 County of San Diego.

17 **DEFENDANTS**

18 3. Defendant Z57, INC. (“Z57”) is a California corporation that at all relevant times  
19 mentioned herein conducted and continues to conduct substantial and regular business throughout  
20 California, including the City and County of San Diego.

21 4. Defendant CONSTELLATION HOMEBUILDER SYSTEMS, INC., d/b/a PERSEUS  
22 OPERATING GROUP (“CHS”) is a Delaware corporation that at all relevant times mentioned herein  
23 conducted and continues to conduct substantial and regular business throughout California, including  
24 the City and County of San Diego.

25 5. Defendant ZURPLE, INC. (“ZURPLE”), is a Delaware corporation that that at all relevant  
26 times mentioned herein conducted and continues to conduct substantial and regular business throughout  
27 California, including the City and County of San Diego.

28 6. PLAINTIFFS are informed and believe there thereon allege that Z57, CHS and ZURPLE





1 (hereinafter collectively “DEFENDANTS”) sometimes doing business as “Perseus Operating Group”  
2 or “Constellation Software, Inc.”, offer marketing services, social media services, and CRM systems  
3 for real estate professionals.

4 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
5 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE Defendants under fictitious  
6 names. PLAINTIFFS are informed and believe, and thereon allege, that each Defendant designated as  
7 a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFFS  
8 and CLASS MEMBERS’ injuries and damages, as alleged herein, were proximately caused by the  
9 conduct of such DOE Defendants. PLAINTIFFS will seek leave of the court to amend this Complaint  
10 to allege their true names and capacities of such DOE Defendant when ascertained.

11 8. PLAINTIFFS are informed and believe and thereon allege that at all relevant times herein,  
12 DEFENDANTS were the joint employers of PLAINTIFFS and CLASS MEMBERS. PLAINTIFFS are  
13 informed and believe, and thereon allege, that at all times material to this complaint DEFENDANTS  
14 were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents,  
15 principles, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or  
16 guarantors, actual or ostensible, of each other. Each Defendant was completely dominated by his, her  
17 or its co-Defendant, and each was the alter ego of the other. Specifically, during various portions of the  
18 CLASS PERIOD, as defined below, PLAINTIFFS wage statements identified defendants Z57 and CHS  
19 as PLAINTIFFS’ employers. Further, PLAINTIFFS’ employee handbooks identified defendants Z57  
20 and ZURPLE as PLAINTIFFS’ employer.

21 9. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were employed by  
22 DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied.  
23 In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant  
24 to, and in furtherance of, their policies and practices of not paying PLAINTIFFS and CLASS  
25 MEMBERS all wages earned and due, through methods and schemes which include, but are not limited  
26 to, failing to pay for all hours worked, failing to pay correct overtime rates, failing to provide rest and  
27 meal periods, failing to properly maintain records, failing to provide accurate itemized statements for  
28 each pay period, requiring, permitting or suffering the employee to work off the clock, in violation of

1 the California Labor Code and the applicable Welfare Commission (“IWC”) Order and requiring as a  
2 condition of their employment, PLAINTIFFS to enter into an unlawful confidentiality agreement  
3 prohibiting PLAINTIFFS and the CLASS MEMBERS from disclosing the amount of his or her wages  
4 in violation of California Labor Code Sections 232, 432.5, 1197.5(k).

5 10. PLAINTIFFS are informed and believe, and thereon allege, that each and every one of the  
6 acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each  
7 acting as agents and/or employees, and/or under the direction and control of each of the other  
8 DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency,  
9 employment and/or direction and control.

10 11. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFFS  
11 and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet  
12 unascertained, but subject to proof of trial, and within the jurisdiction of this Court.

13 **PLAINTIFFS**

14 12. Plaintiff YVONNE LOPEZ (“LOPEZ”) is a resident of San Diego and was employed as  
15 a non-exempt employee with DEFENDANTS beginning approximately December 2017 until  
16 September 2019 paid in whole or in part on an hourly basis and in whole or in part on a sales  
17 commissions and non-discretionary bonuses.

18 13. Plaintiff JAIRUS HILL (“HILL”) is a resident of San Diego and was employed as a non-  
19 exempt employee with DEFENDANTS beginning May 7, 2018 until June 27, 2019 paid in whole or in  
20 part on an hourly basis and in whole or in part on a sales commission and non-discretionary bonuses.

21 14. PLAINTIFFS on behalf of themselves and other similarly situated current and former non-  
22 exempt employees of Defendant Z57, and/or, Defendant CHS and, and/or Defendant ZURPLE in the  
23 State of California at any time during the four years preceding the filing of this action, and continuing  
24 while this action is pending, brings this class action to recover, among other things, wages and penalties  
25 from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and  
26 illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay all  
27 wages due to discharged and quitting employees, failure to indemnify employees for necessary  
28 expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized



1 wage statements, failure to maintain required records, and interest, attorney's fees, costs, and expenses.

2 15. PLAINTIFF brings this case as a class action pursuant to California Code of Civil  
3 Procedure § 382 on behalf of all Defendant Z57's, and/or, Defendant CHS' and, and/or Defendant  
4 ZURPLE's current and former non-exempt employees who have worked for in California ("CLASS  
5 MEMBERS") at any time within the period beginning four (4) years prior to the filing of this action  
6 and ending at the time this action settles or proceeds to final judgement (the "CLASS PERIOD").  
7 PLAINTIFF reserves the right to name additional class representatives. The amount in controversy for  
8 the aggregate claim of CLASS MEMBERS is under five million dollars (\$5,000,000.00).

9 **THE CONDUCT**

10 **A. Off the Clock Work**

11 16. During the CLASS PERIOD, from time to time DEFENDANTS failed and continue to  
12 fail to accurately pay PLAINTIFFS and the other CLASS MEMBERS for all hours worked. Specifically,  
13 DEFENDANTS' uniform practices, policies and procedures applicable to PLAINTIFFS and the other  
14 CLASS MEMBERS during the CLASS PERIOD, mandated that PLAINTIFFS and other CLASS  
15 MEMBERS to arrive early so that PLAINTIFFS and the CLASS MEMBERS could, turn on, log-in and  
16 load and log-into time keeping computer applications, in order to clock-in for their shift.  
17 DEFENDANTS' policy and practice therefore required PLAINTIFFS and the CLASS MEMBERS to  
18 perform pre-shift work off-the-clock and without any compensation. Notwithstanding, from time to time  
19 DEFENDANTS failed to pay PLAINTIFFS and other CLASS MEMBERS necessary minimum, regular  
20 or overtime wages for performing this pre-shift, off -the-clock, tasks during the CLASS PERIOD.

21 17. DEFENDANTS directed and directly benefited from the uncompensated off-the-clock  
22 work performed by PLAINTIFFS and the other CLASS MEMBERS.

23 18. DEFENDANTS controlled the work schedules, duties, protocols, applications,  
24 assignments and employment conditions of PLAINTIFFS and the other CLASS MEMBERS.

25 19. DEFENDANTS were able to track the amount of time PLAINTIFFS and the other CLASS  
26 MEMBERS spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFFS  
27 and the other CLASS MEMBERS all wages earned and owed for all the work they performed, including  
28 off-the-clock work.

1           20.     PLAINTIFFS and the other CLASS MEMBERS were non-exempt employees, subject to  
2 the requirements of the California Labor Code.

3           21.     DEFENDANTS’ policies and practices deprived PLAINTIFFS and the other CLASS  
4 MEMBERS of wages owed for the off-the-clock work activities and their required meal periods.  
5 Because PLAINTIFFS and the other CLASS MEMBERS typically worked over 40 hours in a  
6 workweek, and more than eight (8) hours per day, DEFENDANTS’ policies and practices also deprived  
7 them of minimum, regular and overtime pay.

8           22.     DEFENDANTS knew or should have known that PLAINTIFFS and the other CLASS  
9 MEMBERS’ off-the-clock work was compensable under the law.

10          23.     As a result, PLAINTIFFS and the other CLASS MEMBERS forfeited wages due them for  
11 all hours worked at DEFENDANTS’ direction, control and benefit for the time spent attending required  
12 meetings and sales trainings. DEFENDANTS’ uniform policy and practice to not pay PLAINTIFFS  
13 and the CLASS MEMBERS wages for all hours worked in accordance with applicable law is evidenced  
14 by DEFENDANTS’ business records.

15 **B.     Overtime Regular Rate Violation**

16          24.     During the CLASS PERIOD, from time to time DEFENDANTS failed and continue to  
17 fail to accurately calculate and pay PLAINTIFFS and the other CLASS MEMBERS for their overtime  
18 hours worked. As a result, from time to time PLAINTIFFS and the other CLASS MEMBERS forfeited  
19 wages due them for working overtime without compensation at the correct overtime rates.  
20 DEFENDANTS’ uniform policy and practice to not pay PLAINTIFFS and the other CLASS  
21 MEMBERS the correct overtime rate for all overtime worked in accordance with applicable law is  
22 evidenced by DEFENDANTS’ business records.

23          25.     State law provides that employees must be paid overtime at one-and-one-half times their  
24 “regular rate of pay.” PLAINTIFFS and other CLASS MEMBERS were compensated at an hourly rate  
25 plus flat-sum incentive pay that was tied to specific elements of an employee’s performance in the form  
26 of sales commissions and non-discretionary flat sum bonuses identified as “Tbf” on PLAINTIFFS and  
27 CLASS MEMBERS wage statements.

28          26.     The second component of PLAINTIFFS’ and other CLASS MEMBERS’ compensation

1 was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFFS and other CLASS  
2 MEMBERS flat-sum incentive wages based on their performance for DEFENDANTS in the form of  
3 sales commissions and flat-sum bonuses. The non-discretionary commission and flat-sum bonus  
4 program provided all employees paid on an hourly basis with commission compensation and flat-sum  
5 bonus compensation when the employees met the various performance goals set by DEFENDANTS.  
6 However, from-time-to-time, when calculating the regular rate of pay, in those pay periods where  
7 PLAINTIFFS and other CLASS MEMBERS worked overtime and earned either non-discretionary  
8 commissions and/or non-discretionary flat-sum bonus, DEFENDANTS failed to accurately include the  
9 nondiscretionary commissions and/or non-discretionary flat-sum bonus compensation as part of the  
10 employees' "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime  
11 hours worked. Management and supervisors described the commission/bonus program to potential and  
12 new employees as part of the compensation package. As a matter of law, the incentive compensation  
13 received by PLAINTIFFS and the other CLASS MEMBERS must be included in the "regular rate of  
14 pay." The failure to do so has resulted in a systematic underpayment of overtime compensation to  
15 PLAINTIFFS and the other CLASS MEMBERS by DEFENDANTS.

16 27. In violation of the applicable sections of the California Labor Code and the requirements  
17 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company  
18 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFFS and the  
19 other CLASS MEMBERS at the correct rate of pay for all overtime worked. This uniform policy and  
20 practice of DEFENDANTS is intended to purposefully avoid the payment of the correct overtime  
21 compensation as required by California law which allowed DEFENDANTS to illegally profit and gain  
22 an unfair advantage over competitors who complied with the law. To the extent equitable tolling  
23 operates to toll claims by PLAINTIFFS and the other CLASS MEMBERS against DEFENDANTS, the  
24 CLASS PERIOD should be adjusted accordingly.

25 **C. Missed Meal and Rest Period Violation**

26 28. As a result of their rigorous work schedules, PLAINTIFFS and the other CLASS  
27 MEMBERS were also, from-time-to-time, unable to take thirty-minute, duty free, meal breaks and were  
28 not fully relieved of duty for meal periods. DEFENDANT did not have a policy or practice in place to



1 relieve PLAINTIFFS and the CLASS MEMBERS from all duties in instances where PLAINTIFFS and  
2 the CLASS MEMBERS were working with a customer or on a call with a customer at the time of their  
3 meal period. Consequently, PLAINTIFFS and the other CLASS MEMBERS were required to perform  
4 work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-  
5 duty meal break. Nevertheless, DEFENDANTS recorded timely, fictitious thirty-minute, meal periods  
6 for PLAINTIFFS and the CLASS MEMBERS purporting to show compliant meal periods when in fact  
7 PLAINTIFFS and the CLASS MEMBERS either were not provided a duty-free meal period, were  
8 provided a late meal period or were only provided a truncated meal period. PLAINTIFFS and the other  
9 CLASS MEMBERS therefore forfeited meal breaks without additional compensation and in accordance  
10 with DEFENDANTS' strict corporate policy and practice and were required to work through fictitiously  
11 recorded meal periods without minimum wages, regular wages and/or overtime wages.

12 29. Further, DEFENDANTS failed to provide PLAINTIFFS and the other CLASS  
13 MEMBERS with a second off-duty meal period from time to time in which these employees were  
14 required by DEFENDANTS to work ten (10) hours of work. PLAINTIFFS and the other CLASS  
15 MEMBERS therefore forfeited meal breaks without additional compensation and in accordance with  
16 DEFENDANTS' strict corporate policy and practice and were required to work through fictitiously  
17 recorded meal periods without minimum wages, regular wages and/or overtime wages.

18 30. During the CLASS PERIOD, PLAINTIFFS and the other CLASS MEMBERS were also,  
19 from-time-to-time, for the same reasons set forth above, required to work in excess of four (4) hours  
20 without being provided ten (10) minute rest period. Further, these employees were denied their first rest  
21 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first  
22 and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight  
23 (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of  
24 ten (10) hours or more. PLAINTIFFS and the other CLASS MEMBERS were also not provided with  
25 one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and the other  
26 CLASS MEMBERS were periodically denied their proper rest periods by DEFENDANTS and  
27 DEFENDANTS' managers.

28 ///

1 **D. Inaccurate Itemized Wage Statements**

2 31. When PLAINTIFFS and the other CLASS MEMBERS worked overtime in the same pay  
3 period they earned incentive wages and/or missed meal and rest breaks, DEFENDANTS also failed to  
4 provide PLAINTIFFS and the other CLASS MEMBERS with complete and accurate wage statements  
5 which failed to show, among other things, the name and address of the legal entity that is the employer,  
6 the correct overtime rate for overtime worked, including, work performed in excess of eight (8) hours  
7 in a workday and/or forty (40) hours in any workweek, and the correct penalty payments for missed  
8 meal and rest periods. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or  
9 her employees with an accurate itemized wage statement in writing showing, among other things, gross  
10 wages earned and all applicable hourly rates in effect during the pay period and the corresponding  
11 amount of time worked at each hourly rate. Aside, from the violations listed above in this paragraph,  
12 DEFENDANTS failed to issue to PLAINTIFFS and the other CLASS MEMBERS itemized wage  
13 statements list that lists all the requirements under California Labor Code 226 *et seq.* As a result, from  
14 time to time DEFENDANTS provided PLAINTIFFS and the other CLASS MEMBERS with wage  
15 statements which violated Cal. Lab. Code § 226.

16 **E. Unlawful Non-Disclosure Agreement within Proprietary Information and Inventions**  
17 **Agreement**

18 32. At the time DEFENDANTS hired PLAINTIFFS, DEFENDANTS required PLAINTIFFS  
19 to sign a “Proprietary Information and Inventions Agreement” as a condition of their employment.

20 33. DEFENDANTS’ Proprietary Information and Inventions Agreement defines, among  
21 other things, PLAINTIFFS’ “compensation and all other terms of their employment” as  
22 DEFENDANTS’ proprietary information and, all “documents...and, information that contain  
23 Proprietary Information” as DEFENDANTS’ “Company Documents.”

24 34. DEFENDANTS’ Proprietary Information and Inventions Agreement prohibits or bars  
25 PLAINTIFFS and DEFENDANTS’ other employees, from divulging or disclosing any “Proprietary  
26 Information” or “Company Documents” including without limitation information about their  
27 “compensation and all other terms of their employment”, directly or indirectly, without DEFENDANTS’  
28 consent, except in the course of performance of authorized job duties performed for DEFENDANTS



1 and only as necessary to perform those job duties.

2 35. DEFENDANTS' Proprietary Information and Inventions Agreement, by its terms,  
3 effective throughout the duration of PLAINTIFFS' employment relationship and continues to be  
4 effective after the employment relationship for so long as the information remains confidential.

5 36. Thus, PLAINTIFFS continue to be subject to the terms of DEFENDANTS' Proprietary  
6 Information and Inventions Agreement. Accordingly, PLAINTIFFS, like DEFENDANTS' employees  
7 throughout California, have been, and remain, precluded from disclosing the amount of their wages  
8 during their employment with DEFENDANTS.

9 **F. B&P Section 17200**

10 37. By reason of the aforementioned uniform conduct applicable to PLAINTIFFS and the  
11 other CLASS MEMBERS, DEFENDANTS committed acts of unfair competition in violation of the  
12 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by engaging,  
13 *inter alia*, in a company-wide policy and procedure which failed to, from-time-to-time, (1) accurately  
14 pay PLAINTIFFS and the other CLASS MEMBERS for all hours worked, (2) accurately calculate and  
15 record the correct overtime rate for the overtime worked, (3) provide legally compliant meal periods,  
16 (4) provide legally compliant rest periods, and (5) failed to provide accurate itemized wage statements,  
17 and (6) required PLAINTIFFS and other members of the CALIFORNIA CLASS to enter into an  
18 unlawful non-disclosure agreements as a condition of their employment and violated the California  
19 Labor Code and regulations promulgated thereunder as herein alleged.

20 38. To date, DEFENDANTS has not fully paid PLAINTIFFS and the other CLASS  
21 MEMBERS the overtime compensation still owed to them. The amount in controversy for  
22 PLAINTIFFS individually does not exceed the sum or value of \$75,000.

23 **CLASS ACTION ALLEGATIONS**

24 39. PLAINTIFFS bring this case as a class action pursuant to California Code of Civil  
25 Procedure § 382 on behalf of all non-exempt employees who have worked for Defendant Z57, and/or,  
26 Defendant CHS and, and/or Defendant ZURPLE in California ("CLASS MEMBERS") at any time  
27 within the period beginning four (4) years prior to the filing of this action and ending at the time this  
28 action settles or proceeds to final judgement (the "CLASS PERIOD").

1           40.     PLAINTIFFS and the other CLASS MEMBERS have uniformly been deprived of wages  
2 and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages,  
3 unpaid and miscalculated overtime compensation, meal and rest period premiums, illegal meal and rest  
4 period policies, failure to separately compensate rest periods, failure to pay all wages due to discharged  
5 and quitting employees, failure to provide accurate itemized wage statements, failure to maintain  
6 required records, and interest, attorney’s fees, costs, and expenses.

7           41.     The members of the class are so numerous that joinder of all class members is impractical.

8           42.     Common questions of law and fact regarding DEFENDANTS’ conduct, including but not  
9 limited to, the off-the-clock work, miscalculation of overtime wages, failing to provide legally compliant  
10 meal and rest periods, failure to provide accurate itemized wage statements accurate, and failure ensure  
11 they are paid at least minimum wage and overtime, exist as to all members of the class and predominate  
12 over any questions affecting solely any individual members of the class. Among the questions of law  
13 and fact common to the class are:

14           a.     Whether DEFENDANTS required PLAINTIFFS and the other  
15 CLASS MEMBERS as a condition of their employment to enter into a the  
16 “Proprietary Information and Inventions Agreement”;

17           b.     Whether DEFENDANTS Proprietary Information and Inventions  
18 Agreement” unlawfully prohibits PLAINTIFFS and the CLASS  
19 MEMBERS from disclosing their wages in violation of Labor Code § 232.;

20           c.     Whether DEFENDANTS’ flat-sum incentive compensation  
21 program and commission compensation program were/are non-  
22 discretionary;

23           d.     Whether DEFENDANTS miscalculated the regular rate of pay in  
24 those pay periods where PLAINTIFFS and the other CLASS MEMBERS  
25 worked overtime and earned a commission or other flat-sum incentive  
26 bonus;

27           e.     Whether DEFENDANTS paid premiums to PLAINTIFFS and ther  
28 CLASS MEMBERS for missed, late and/or truncated meal and/or rest

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- periods;
- f. Whether DEFENDANTS’ meal and rest period policies are legally compliant;
- g. Whether DEFENDANTS failed to provide accurate itemized wage statements to PLAINTIFFS and the other CLASS MEMBERS;
- h. Whether class members have been required to follow uniform procedures and policies regarding their work for DEFENDANTS;

43. PLAINTIFFS are class members who suffered damages as a result of DEFENDANTS’ conduct and actions alleged herein.

44. PLAINTIFFS’ claims are typical of the claims of the class, and PLAINTIFFS have the same interests as the other members of the class.

45. PLAINTIFFS will fairly and adequately represent and protect the interests of the class. PLAINTIFFS has retained able counsel experienced in class action litigation. The interests of PLAINTIFFS are coincident with, and not antagonistic to, the interests of the other CLASS MEMBERS.

46. The questions of law and fact common to the members of the class predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

47. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. The class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitive litigation. There will be no difficulty in the management of this action as a class action.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 48. PLAINTIFFS incorporate herein by specific references, as though fully set forth, the  
6 allegations in the preceding paragraphs.

7 49. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and  
8 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required,  
9 permitted or otherwise suffered PLAINTIFFS and the other CLASS MEMBERS to take less than 30-  
10 minute meal periods, or to work through them, and have failed to otherwise provide the required meal  
11 periods to PLAINTIFFS and the other CLASS MEMBERS pursuant to California Labor Code § 226.7,  
12 512 and IWC Order No. 4-2001, § 11.

13 50. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order  
14 No. 4-2001, § 11 by failing to compensate PLAINTIFFS and the other CLASS MEMBERS who were  
15 not provided with a meal period, in accordance with the applicable wage order, one additional hour of  
16 compensation at each employee's regular rate of pay for each workday that a meal period was not  
17 provided.

18 51. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and  
19 IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFFS and the other CLASS MEMBERS  
20 for all hours worked during their meal periods.

21 52. As a proximate result of the aforementioned violations, PLAINTIFFS and the other  
22 CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
23 earned and due, interest, penalties, expenses, and costs of suit.

24 **SECOND CAUSE OF ACTION**

25 **Failure to Provide Required Rest Periods**

26 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]**

27 **(Against all DEFENDANTS)**

28 53. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the

1 allegations in the preceding paragraphs.

2 54. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
3 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to  
4 provide rest periods to PLAINTIFFS and the other CLASS MEMBERS as required under California  
5 Labor Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

6 55. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order  
7 No. 4-2001, § 12 by failing to pay PLAINTIFFS and the other CLASS MEMBERS who were not  
8 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
9 compensation at each employee's regular rate of pay for each workday that a rest period was not  
10 provided.

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

14 **THIRD CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages**

16 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

17 **(Against all DEFENDANTS)**

18 57. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
19 allegations in the preceding paragraphs.

20 58. Pursuant to California Labor Code §§ 510, 1194, and Wage Order No. 4-2001, § 3,  
21 DEFENDANTS are required to compensate PLAINTIFFS and the other CLASS MEMBERS for all  
22 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked  
23 in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on  
24 the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours  
25 in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of  
26 work in any workweek.

27 59. PLAINTIFFS and the other CLASS MEMBERS are current and former non-exempt  
28 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No.



1 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFFS and the other  
2 CLASS MEMBERS for all overtime hours worked as required under the forgoing provisions of the  
3 California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and  
4 one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and  
5 IWC Wage Order No. 4-2001, § 3; requiring, permitting or suffering PLAINTIFFS and the other CLASS  
6 MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFFS and the other CLASS  
7 MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which  
8 PLAINTIFFS and the other CLASS MEMBERS worked; failing to properly maintain PLAINTIFFS’  
9 and the other CLASS MEMBERS’ records; failing to provide accurate itemized wage statements to  
10 PLAINTIFFS and the other CLASS MEMBERS for each pay period; and other methods to be  
11 discovered. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFFS and the  
12 other CLASS MEMBERS for all overtime hours worked and to pay the amount of overtime wages due  
13 as required by the California Labor Code and IWC Wage Order by failing and refusing to include all  
14 compensation, including commissions and bonuses earned, due and owing and/or paid, in the regular  
15 rate of pay from which overtime wages were calculated and paid. During the CLASS PERIOD,  
16 DEFENDANTS failed to compensate PLAINTIFFS and the other CLASS MEMBERS for all overtime  
17 hours worked and to pay the amount of overtime wages due as required by the California Labor Code  
18 and IWC Wage Order by incorrectly calculating the regular rate of pay from which overtime wages were  
19 calculated and paid.

20 60. In violations of California Law, DEFENDANTS have knowingly and willfully refused to  
21 perform their obligations to compensate PLAINTIFFS and the other CLASS MEMBERS for all wages  
22 earned and all hours worked. As a proximate result, PLAINTIFFS and the other CLASS MEMBERS  
23 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages,  
24 lost interest on such wages, and expenses and attorney’s fees in seeking to compel DEFENDANTS to  
25 fully perform their obligations under state law, all to their respective damages in amounts according to  
26 proof at time of trial, and within the jurisdiction of this Court.

27 61. DEFENDANTS’ conduct described herein violates California Labor Code §§ 510, 1194,  
28 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203,



1 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage  
2 Orders, PLAINTIFFS and the other CLASS MEMBERS are entitled to recover the unpaid balance of  
3 wages owed to them by DEFENDANTS, plus interest, penalties, attorney's fees, expenses, and costs of  
4 suit.

5 **FOURTH CAUSE OF ACTION**

6 **Failure to Pay Minimum Wages**

7 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

8 **(Against all DEFENDANTS)**

9 62. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
10 allegations in the preceding paragraphs.

11 63. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4,  
12 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll  
13 period is unlawful.

14 64. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and the other  
15 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
16 permitting, or suffering PLAINTIFFS and the other CLASS MEMBERS to work off the clock;  
17 requiring, permitting or suffering PLAINTIFFS and the other CLASS MEMBERS to work through meal  
18 and rest breaks; illegally and inaccurately recording time in which PLAINTIFFS and the other CLASS  
19 MEMBERS worked; failing to properly maintain PLAINTIFFS' and the other CLASS MEMBERS'  
20 records; failing to provide accurate itemized wage statements to PLAINTIFFS and the other CLASS  
21 MEMBERS for each pay period; and other methods to be discovered.

22 65. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197,  
23 and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned violations,  
24 PLAINTIFFS and the other CLASS MEMBERS have been damaged in an amount according to proof  
25 at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other  
26 applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFFS and the  
27 other CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to the them by  
28 DEFENDANTS, plus interest, penalties, attorney's fees, expenses, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against all DEFENDANTS)**

5 66. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
6 allegations in the preceding paragraphs.

7 67. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to  
8 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201  
9 mandates that if an employer discharges an employee, the employee’s wages accrued and unpaid at the  
10 time of discharge are due and payable immediately.

11 68. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to  
12 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her  
13 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in  
14 which case the employee is entitled to his or her wages at the time of quitting.

15 69. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
16 accordance with California Labor Code §§ 201 and 202, any wage of an employee who is discharged or  
17 who quits, the employer is liable for waiting time penalties in the form of continued compensation to  
18 the employee at the same rate for up to 30 workdays.

19 70. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages  
20 and other compensation to PLAINTIFFS and the other CLASS MEMBERS in accordance with  
21 California Labor Code §§ 201 and 202.

22 71. As a result, PLAINTIFFS and the other CLASS MEMBERS are entitled to all available  
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
24 together with interest thereon, as well as other available remedies.

25 72. As a proximate result of DEFENDANTS’ unlawful actions and omissions, PLAINTIFFS  
26 and the other CLASS MEMBERS have been deprived of compensation in an amount according to proof  
27 at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such  
28 amounts, plus interest thereon, and attorneys’ fees and costs, pursuant to California Labor Code §§ 1194



1 and 2699.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Maintain Required Records**

4 **[Cal. Labor Code §§ 226; IWC Wage Order No. 4-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 73. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
7 allegations in the preceding paragraphs.

8 74. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and  
9 practices to deprive PLAINTIFFS and the other CLASS MEMBERS of all wages earned and due,  
10 DEFENDANTS knowingly and intentionally failed to maintain records as required under California  
11 Labor Code §§ 226, 1174, and IWC Wage Order No. 4-2001, § 7, including but not limited to, the  
12 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;  
13 meal periods; time records showing when each employee begins and ends each work period; and  
14 accurate itemized statements.

15 75. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS  
16 and the other CLASS MEMBERS have been damaged in an amount according to proof at trial, and are  
17 entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and the other  
18 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil  
19 penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,  
20 expenses, and reasonable attorney's fees, including but not limited to those provided in California Labor  
21 Code § 226(e), as well as other available remedies.

22 **SEVENTH CAUSE OF ACTION**

23 **Failure to Furnish Accurate Itemized Wage Statements**

24 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

25 **(Against all DEFENDANTS)**

26 76. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
27 allegations in the preceding paragraphs.

28 77. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFFS

1 and the other CLASS MEMBERS with timely, accurate and itemized wage statements in writing  
2 showing each employee's gross wages and earned, total hours worked, all deductions made, net wages  
3 earned, the name and address of the legal entity or entities employing PLAINTIFFS and the other  
4 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
5 corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226  
6 and IWC Wage Order No. 5-2001, § 7.

7 78. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to  
8 provide PLAINTIFFS and the other CLASS MEMBERS with timely, accurate, and itemized wage  
9 statements in accordance with California Labor Code § 226(a).

10 79. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS  
11 and the other CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek  
12 all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and the other CLASS  
13 MEMBERS are entitled to all available statutory penalties, including, but not limited to civil penalties  
14 pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and  
15 reasonable attorney's fees, including but not limited to those provided in California Labor Code § 226(e),  
16 as well as other available remedies.

17 **EIGHTH CAUSE OF ACTION**

18 **Unlawful Deductions from PLAINTIFFS and CLASS MEMBERS Paychecks**

19 **[Cal. Labor Code §§ 221 and 223]**

20 **(Against all DEFENDANTS)**

21 80. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
22 allegations in the preceding paragraphs.

23 81. At all relevant times, DEFENDANTS regularly and consistently maintained corporate  
24 policies and procedures designed to reduce labor costs by reducing or minimizing the amount of  
25 compensation paid to its employees, especially overtime compensation.

26 82. DEFENDANTS made deductions from PLAINTIFFS and the other CLASS MEMBERS'  
27 paychecks including but limited to amounts for time spent on non-sales activities like attending required  
28 meetings and sales trainings, paid, rest periods and resulting overtime premiums earned by



1 PLAINTIFFS and the other CLASS MEMBERS' during the pay period so as to avoid paying, among  
2 other things, overtime compensation.

3 83. Labor Code § 221 provides it is unlawful for any employer to collect or receive from an  
4 employee any part of wages theretofore paid by employer to employee.

5 84. Labor Code § 223 provides that where any statute or contract requires an employer to  
6 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting  
7 to pay the wage designated by statute or by contract. Labor Code section 225 further provides that the  
8 violation of any provision of Labor Code §§ 221 and 223 is a misdemeanor.

9 85. As a result of the conduct alleged above, DEFENDANTS unlawfully collected or received  
10 from PLAINTIFFS and the other CLASS MEMBERS' part of the wages paid to their employees.

11 86. Wherefore, PLAINTIFFS and the other CLASS MEMBERS demand the return of all  
12 wages unlawfully deducted from the paychecks, including interest thereon, penalties, reasonable  
13 attorneys' fees, and costs of suit pursuant to Labor Code §§ 225.5 and 1194.

14 **NINTH CAUSE OF ACTION**

15 **Unlawful Non-Disclosure Agreement**

16 **[Labor Code Section 232 and 1174.5(k)]**

17 **(Against all DEFENDANTS)**

18 87. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
19 allegations in the preceding paragraphs.

20 88. Labor Code § 232(a) prohibits an employer from requiring his employee, as a condition  
21 of employment, to refrain from disclosing the amount of his or her wages.

22 89. Labor Code § 232(b) prohibits an employer from requiring an employee to sign a waiver  
23 or other document that purports to deny the employee the right to disclose his or her wages.

24 90. Labor Code § 1197.5(k)(1) prohibits, inter alia, an employer from "prohibit[ing] an  
25 employee from disclosing the employee's own wages, discussing the wages of others, inquiring about  
26 another employee's wages, or aiding or encouraging any other employee to exercise his or her rights  
27 under this section."

28 91. DEFENDANTS required PLAINTIFFS and other CLASS MEMBERS to sign a

1 Proprietary Information and Inventions Agreement that prohibited them from disclosing their wages and  
2 other benefit information. PLAINTIFFS were subject to that prohibition throughout their employment.  
3 Even after the termination of their employment with DEFENDANTS, PLAINTIFFS remain subject to  
4 that prohibition.

5 92. On information and belief, DEFENDANTS' conduct has been substantially the same at  
6 all relevant times during the CLAS PERIOD in the state of California. Accordingly, DEFENDANTS  
7 not only prohibited PLAINTIFFS from disclosing their own wages, but also prohibited PLAINTIFFS  
8 from having discussions with DEFENDANTS' other employees regarding their wages.

9 **TENTH CAUSE OF ACTION**

10 **Unfair and Unlawful Business Practices**

11 **[Cal. Bus. & Prof. Code §§ 17200 et seq.]**

12 **(Against all DEFENDANTS)**

13 1. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
14 allegations in the preceding paragraphs.

15 2. Each and every one of DEFENDANTS' acts and omissions in violation of the California  
16 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to  
17 DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and  
18 refusal to provide required rest breaks, DEFENDANTS' failure and refusal to pay overtime  
19 compensation, including all compensation earned in the regular rate of pay from which overtime wages  
20 were calculated and paid, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS'  
21 failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure  
22 and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to  
23 maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFFS and the other  
24 CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties,  
25 constitutes an unfair and unlawful business practice under California Business and Professions Code §  
26 17200 et seq.

27 3. DEFENDANTS' violations of California wage and hour laws constitute a business  
28 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a

1 significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and the other  
2 CLASS MEMBERS.

3 4. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest  
4 periods, and other benefits as required by the California Labor Code, the California Code of Regulations,  
5 and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the  
6 correct sums of assessment to the state authorities under the California Labor Code and other applicable  
7 regulations.

8 5. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS  
9 have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFFS, the  
10 other CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge  
11 their ill-gotten gains and to restore them to PLAINTIFFS and the other CLASS MEMBERS.

12 6. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and the  
13 other CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited  
14 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and the other CLASS  
15 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFFS and the  
16 other CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS  
17 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly situated,  
20 respectfully pray for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of  
21 them, as follows:

- 22 1. For compensatory damages in an amount to be ascertained at trial;
- 23 2. For restitution of all monies due to PLAINTIFFS and the other CLASS MEMBERS, as  
24 well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 25 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and  
26 IWC Wage Order No. 4-2001;
- 27 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 28 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating



1 the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in  
2 the unlawful business practices complained herein, including but not limited to Labor Code Section  
3 232 and 1197.5(k);

4 6. For waiting time penalties pursuant to California Labor Code § 203;

5 7. For statutory and civil penalties according to proof, including but not limited to all  
6 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698-2699.5;

7 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§  
8 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision  
9 providing for pre-judgment interest;

10 9. For reasonable attorney's fees and costs pursuant to California Labor Code §§ 1194, 2699,  
11 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees  
12 and costs;

13 10. For declaratory relief;

14 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,  
15 Seventh, Eighth and Ninth Causes of Action as a class action;

16 12. For an order appointing PLAINTIFFS as class representatives, and PLAINTIFFS' counsel  
17 as class counsel; and

18 13. For such further relief that the Court may deem just and proper.

19  
20 Dated: October 4, 2019

Respectfully Submitted,  
JCL LAW FIRM, A.P.C.

21  
22 By:   
23 Jean-Claude Lapuyade  
24 Attorneys for PLAINTIFFS

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**DEMAND FOR JURY TRIAL**

PLAINTIFFS demand a jury trial on all issues triable to a jury.

Dated: October 4, 2019

Respectfully Submitted,  
JCL LAW FIRM, A.P.C.

By:   
\_\_\_\_\_  
Jean-Claude Lapuyade  
Attorneys for PLAINTIFFS



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