

SUMMONS (CITACION JUDICIAL)

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

FILED
SUPERIOR COURT - STOCKTON

2021 SEP 22 AM 10:37

BRANDON E. RILEY, CLERK
BY IRVING JIMENEZ
DEPUTY

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

NISSAN OF STOCKTON, LLC, a Wyoming limited liability company;
and DOES 1 through 50, Inclusive;

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

JUANITA ALLEN, an individual, on behalf of herself, and on behalf of
all persons similarly situated,

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):

San Joaquín Superior Court
180 E. Weber Avenue
Stockton, CA 95202

STK-CV-UOE-2021- 8956

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:
(Fecha)

9/22/21

IRVING JIMENEZ
Clerk, by IRVING JIMENEZ, Deputy
BRANDON E. RILEY (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

[SEAL]

- 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):

2021 SEP 22 AM 10:37

BRANDON E. RILEY, CLERK
IRVING JIMENEZ
BY _____
DEPUTY

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Attorneys for Plaintiff JUANITA ALLEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

JUANITA ALLEN, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiffs,

vs.

NISSAN OF STOCKTON, LLC, a Wyoming limited liability company; and DOES 1 through 50, Inclusive;

Defendants.

C STK-CV-100E-2021- 8956

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
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 REIMBURSE PLAINTIFF FOR REQUIRED EXPENSES IN



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- VIOLETION OF CAL. LAB. CODE § 2802;
- 7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 8. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203;
- 9. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 *et seq.*]

DEMAND FOR JURY TRIAL

Plaintiff JUANITA ALLEN (“PLAINTIFF”) an individual, on behalf of herself and all other similarly situated current and former employees alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant NISSAN OF STOCKTON, LLC (“DEFENDANT” and/or “DEFENDANTS”) is a Wyoming limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, county of San Joaquin, and operates a Nissan dealership.

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

3. The agents, servants and/or employees of the DEFENDANTS and each of them acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent,

1 servant and/or employee of the DEFENDANT, and personally participated in the conduct alleged
2 herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the
3 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are
4 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
5 proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

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

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

16 6. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee, paid on an
17 hourly basis and entitled to overtime pay and legally compliant meal and rest periods from January
18 2021 to April 2021.

19 7. PLAINTIFF brings this Class Action under California Code of Civil Procedure § 382 on
20 behalf of herself and on behalf of all of DEFENDANTS current and former non-exempt, exempt, piece-
21 rate based, and/or commission-based California employees (the "CALIFORNIA CLASS") at any time
22 during the period beginning four years from the date of the filing of this Complaint and ending on a
23 date determined by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate
24 claim of CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00). PLAINTIFF
25 reserves the right to amend the following class definitions before the Court determines whether class
26 certification is appropriate, or thereafter upon leave of Court.

27 8. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the
28 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses

1 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which
2 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest
3 periods or an additional hour of pay at the regular rate of compensation in lieu thereof in violation of
4 California Labor Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission
5 Wage Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in
6 violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, and (3) failed to
7 provide accurate itemized wage statements in violation of California Labor Code Sections 226 and
8 226.3.

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

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

16 **JURISDICTION AND VENUE**

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

21 12. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
22 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County,
23 and DEFENDANTS (i) currently maintain and at all relevant times, maintained offices and facilities in
24 this County and/or conducts substantial business in this County, and (ii) committed the wrongful
25 conduct herein alleged in this County against members of the CALIFORNIA CLASS.

26 **THE CONDUCT**

27 13. In violation of the applicable sections of the California Labor Code and the requirements
28 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company



1 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
2 compliant meal and rest period, failed to accurately compensate PLAINTIFF and the other members of
3 the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other
4 members of the CALIFORNIA CLASS for all time worked, and failed to issue to PLAINTIFF and the
5 members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other
6 things, all requirements pursuant to Cal. Lab. Code § 226(a). DEFENDANTS' uniform policies and
7 practices are intended to purposefully avoid the accurate and full payment for all time worked as
8 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
9 advantage over competitors who comply with the law. To the extent equitable tolling operates to toll
10 claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
11 accordingly.

12 **A. Meal Period Violations**

13 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
14 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning
15 the time during which an employee is subject to the control of an employer, including all the time the
16 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,
17 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying
18 them for all the time they were under DEFENDANTS' control. Specifically, as a result of
19 PLAINTIFF's demanding work requirements, and DEFENDANTS' under staffing, DEFENDANTS
20 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-
21 duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked
22 out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where
23 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA
24 CLASS members forfeited minimum wage and overtime wages by regularly working without their time
25 being accurately recorded and without compensation at the applicable minimum wage and overtime
26 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
27 CLASS members for all time worked is evidenced by DEFENDANTS' business records.



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

16 **B. Rest Period Violations**

17 16. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
18 CLASS members were also required from time to time to work in excess of four (4) hours without
19 being provided ten (10) minute rest periods as a result of their rigorous work schedule, being required
20 to remain responsive to inbound calls from customers and employees, while also greeting customers
21 throughout their shifts, and DEFENDANTS' inadequate staffing. Further, for the same reasons these
22 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
23 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10)
24 minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
25 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or
26 more from time to time. When they were provided with rest breaks, PLAINTIFF and other
27 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or on call.
28 PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages

1 in lieu thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
2 PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper
3 rest periods by DEFENDANTS and DEFENDANTS' managers.

4 **C. Commission and Piece Rate Violations**

5 17. From time-to-time during the CALIFORNIA CLASS PERIOD, PLAINTIFF and the
6 CALIFORNIA CLASS were paid in part on a commission and/or piece-rate basis. In those instances
7 where PLAINTIFF and the CALIFORNIA CLASS were paid in part on a commission and/or piece-
8 rate basis, PLAINTIFF and the CALIFORNIA CLASS were entitled to be separately compensated for
9 all non-productive time at an hourly rate that is no less than the applicable minimum wage.
10 Notwithstanding, in those instances where PLAINTIFF and the CALIFORNIA CLASS were paid in
11 part on a commission and/or piece-rate basis, DEFENDANT failed to separately compensate
12 PLAINTIFF and the CALIFORNIA CLASS for all non-productive time, including but not limited to,
13 paid rest periods, at an hourly rate that is no less than the applicable minimum wage. As a result,
14 PLAINTIFF and the CALIFORNIA CLASS forfeited minimum wages and overtime wages by
15 DEFENDANT'S failure to separately compensate their non-productive time at an hourly rate that is no
16 less than the applicable minimum wage.

17 **D. Unreimbursed Business Expenses**

18 18. DEFENDANTS as a matter of corporate policy, practice and procedure, intentionally,
19 knowingly and systematically failed to reimburse and indemnify PLAINTIFF and the members of the
20 CALIFORNIA CLASS or required business expenses they incurred in direct consequence of
21 discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802,
22 employers are required to indemnify employees for all expenses incurred in the course and scope of
23 their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
25 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
26 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
27 unlawful."
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1 19. From time-to-time during the CLASS PERIOD, PLAINTIFF and the members of the
2 CALIFORNIA CLASS were required by DEFENDANTS to use their own personal cellular phones as
3 a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of
4 their personal cell phones, PLAINTIFF and the members of the CALIFORNIA CLASS could not
5 complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify
6 PLAINTIFF or the members of the CALIFORNIA CLASS for the cost associated with the use of their
7 personal cellular phones for DEFENDANTS' benefit. As a result, in the course of their employment
8 with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA CLASS incurred
9 unreimbursed business expenses which included, but were not limited to, costs related to the use of
10 their personal cellular phones, all on behalf of and for the benefit of DEFENDANTS.

11 **E. Wage Statement Violations**

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

20 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
21 CALIFORNIA CLASS Members missed meal and rest breaks, were paid inaccurate missed meal and
22 rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide
23 PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage
24 statements which failed to show, among other things, all applicable hourly rates in effect during the
25 pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay for
26 penalty payments or missed meal and rest periods.

27 22. In addition to the violations described above, DEFENDANTS, from time to time, failed
28 to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply



1 with Cal. Lab. Code § 226. As a result, DEFENDANTS issued PLAINTIFF and the other members of
2 the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
3 DEFENDANTS’ violations are knowing and intentional, were not isolated or due to an unintentional
4 payroll error due to clerical or inadvertent mistake.

5 **F. CLASS ACTION ALLEGATIONS**

6 23. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant
7 to California Code of Civil Procedure § 382 on behalf the CALIFORNIA CLASS, defined *supra*, that
8 worked for DEFENDANT in California at any time beginning four (4) years prior to the filing of this
9 Complaint and ending on the date as determined by the Court (“CLASS PERIOD”).

10 24. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
11 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid
12 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal
13 and rest period policies, failure to separately compensate rest periods, failure to separately compensate
14 for all non-productive time, failure to provide accurate itemized wage statements, failure to maintain
15 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

16 25. The members of the class are so numerous that joinder of all class members is impractical.

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

- 25 a. Whether DEFENDANTS maintained legally compliant meal period
26 policies and practices;
- 27 b. Whether DEFENDANTS maintained legally compliant rest period
28 policies and practices;



1 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
2 CALIFORNIA CLASS Members accurate premium payments for missed
3 meal and rest periods;

4 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
5 CALIFORNIA CLASS Members accurate overtime wages;

6 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
7 CALIFORNIA CLASS Members at least minimum wage for all hours
8 worked;

9 f. Whether DEFENDANTS issued legally compliant wage statements;

10 g. Whether DEFENDANTS committed an act of unfair competition by
11 systematically failing to record and pay PLAINTIFF and the other members
12 of the CALIFORNIA CLASS for all time worked;

13 h. Whether DEFENDANTS committed an act of unfair competition by
14 systematically failing to record all meal and rest breaks missed by
15 PLAINTIFF and other CALIFORNIA CLASS members, even though
16 DEFENDANTS enjoyed the benefit of this work, required employees to
17 perform this work and permits or suffers to permit this work;

18 i. Whether DEFENDANTS committed an act of unfair competition in
19 violation of the UCL, by failing to provide the PLAINTIFF and the other
20 members of the CALIFORNIA CLASS with the legally required meal and
21 rest periods; and,

22 27. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result
23 of DEFENDANTS' conduct and actions alleged herein.

24 28. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same
25 interests as the other members of the class.

26 29. PLAINTIFF will fairly and adequately represent and protect the interests of the
27 CALIFORNIA CLASS Members.

28 30. PLAINTIFF retained able class counsel with extensive experience in class action

1 litigation.

2 31. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests
3 of the other CALIFORNIA CLASS Members.

4 32. There is a strong community of interest among PLAINTIFF and the members of the
5 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient
6 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

7 33. The questions of law and fact common to the CALIFORNIA CLASS Members
8 predominate over any questions affecting only individual members, including legal and factual issues
9 relating to liability and damages.

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

17 a. Inconsistent or varying adjudications with respect to individual members of the
18 CALIFORNIA CLASS which would establish incompatible standards of conduct for the
19 parties opposing the CALIFORNIA CLASS; and/or,

20 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
21 which would as a practical matter be dispositive of the interests of the other members not
22 party to the adjudication or substantially impair or impeded their ability to protect their
23 interests.

24 35. Class treatment provides manageable judicial treatment calculated to bring an efficient
25 and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of
26 DEFENDANTS.

27
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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

7 37. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code §
8 17021.

9 38. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair
10 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes
11 injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

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

20 Cal. Bus. & Prof. Code § 17203.

21 39. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
22 CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in
23 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
24 “UCL”), by engaging and continuing to engage in business practices which violates California law,
25 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations
26 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
27 1197, 1197.1, 1198, & 2802, for which this Court should issue declaratory and other equitable relief
28 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct

1 held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

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

18 43. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
19 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,
20 provide the legally mandated meal and rest periods, the required accurate amount of compensation for
21 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
22 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
23 Labor Code.

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

28 45. PLAINTIFF further demands on behalf of herself and on behalf of each CALIFORNIA

1 CLASS member, one (1) hour of pay for each workday in which an off duty paid rest period was not
2 timely provided as required by law.

3 46. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
4 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
5 calculated overtime and missed meal and rest periods premiums.

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

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

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

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

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



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

5 **SECOND CAUSE OF ACTION**

6 **For Failure to Pay Overtime Compensation**

7 **[Cal. Lab. Code §§ 510, *et seq.*]**

8 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

11 53. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period
12 beginning four years prior to the filing of the Complaint and the present (“LABOR CLASS PERIOD”)
13 bring a claim for DEFENDANTS’ willful and intentional violations of the California Labor Code and
14 the Industrial Welfare Commission requirements for DEFENDANTS’ failure to pay these employees
15 for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
16 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

22 56. Cal. Lab. Code § 1194 establishes an employee’s right to recover unpaid wages, including
23 overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198
24 further states that the employment of an employee for longer hours than those fixed by the Industrial
25 Welfare Commission is unlawful.

26 57. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
27 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
28 worked or were not accurately compensated for all overtime hours worked.



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

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

14 60. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
15 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
16 all overtime worked.

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

24 62. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
25 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
26 to pay all earned wages.

27 63. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
28 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum



1 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF
2 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,
3 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime
4 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

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

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

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

23 67. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
24 recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as
25 well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
26 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
27 determined to be owed to the CALIFORNIA CLASS members who have terminated their employment,
28 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals

1 are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
2 herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein
3 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
4 Members are entitled to seek and recover statutory costs.

5 **THIRD CAUSE OF ACTION**

6 **For Failure to Pay Minimum Wages**

7 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

8 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

11 69. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
12 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
13 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay
14 minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the
15 LABOR CLASS PERIOD.

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

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

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

23 73. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other
24 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
25 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
26 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without
27 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
28 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members



1 of the CALIFORNIA CLASS.

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

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

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

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

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

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

28 80. In performing the acts and practices herein alleged in violation of California labor laws,

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

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

17 **FOURTH CAUSE OF ACTION**

18 **For Failure to Provide Required Meal Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

23 83. During the LABOR CLASS PERIOD, from time to time, DEFENDANTS failed to
24 provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA
25 CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work
26 performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from
27 being relieved of all of their duties for the legally required off-duty meal periods. As a result of their
28 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were from time to

1 time not fully relieved of duty by DEFENDANTS for their meal periods. Additionally,
2 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally
3 required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business
4 records from time to time. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA
5 CLASS members with a second off-duty meal period in some workdays in which these employees were
6 required by DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members
7 of the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in
8 accordance with DEFENDANTS' strict corporate policy and practice.

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

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

17 **FIFTH CAUSE OF ACTION**

18 **For Failure to Provide Required Rest Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

23 87. During the LABOR CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS
24 members were from time to time required to work in excess of four (4) hours without being provided
25 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten
26 (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period
27 of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first,
28 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more

1 from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with
2 one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
3 CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS
4 and DEFENDANTS' managers.

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

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

13 **SIXTH CAUSE OF ACTION**

14 **For Failure to Reimburse Employees for Required Expenses**

15 **[Cal. Lab. Code § 2802]**

16 **(By PLAINTIFF and the CALIFORNIA CLASS Against All Defendants)**

17 90. 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 Complaint.

19 91. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

25 92. From time-to-time during the LABOR CLASS PERIOD, DEFENDANTS violated Cal.
26 Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
27 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
28 DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of the

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

13 93. PLAINTIFF therefore demands reimbursement on behalf of the members of the
14 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf
15 of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory
16 rate and costs under Cal. Lab. Code § 2802.

17 **SEVENTH CAUSE OF ACTION**

18 **For Failure to Provide Accurate Itemized Statements**

19 **[Cal. Lab. Code §§ 226 and 226.2]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

23 95. Cal. Labor Code § 226 provides that an employer must furnish employees with an
24 “accurate itemized” statement in writing showing:

- 25 1. Gross wages earned;
- 26 2. Total hours worked by the employee, except for any employee
27 whose compensation is solely based on a salary and who is exempt from
28 payment of overtime under subdivision (a) of Section 515 or any applicable

1 order of the Industrial Welfare Commission;

2 3. The number of piece-rate units earned and any applicable piece rate
3 if the employee is paid on a piece-rate basis;

4 4. All deductions, provided that all deductions made on written orders
5 of the employee may be aggregated and shown as one item;

6 5. Net wages earned;

7 6. The inclusive dates of the period for which the employee is paid,

8 7. The name of the employee and his or her social security number,
9 except that by January 1, 2008, only the last four digits of his or her social
10 security number or an employee identification number other than a social
11 security number may be shown on the itemized statement,

12 8. The name and address of the legal entity that is the employer, and

13 9. All applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate by the employee.

15 96. During the LABOR CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF
16 and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which
17 failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned,
18 (3) gross wages earned; (4) the correct name and address of the legal entity that is the employer; and
19 (5) all applicable hourly rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate by the employee in violation of California Labor Code Section 226.

21 97. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code §
22 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA
23 CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for
24 the overtime worked and the amount of employment taxes which were not properly paid to state and
25 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other
26 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)
27 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
28 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and

1 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time
2 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
3 member of the CALIFORNIA CLASS herein.

4 **EIGHTH CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES WHEN DUE**

6 **(Cal Lab. Code §§201, 202, 203)**

7 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

10 99. Cal. Lab. Code § 200 provides that:

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

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

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

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

102. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members'
employment contract.

103. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in
accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall
continue as a penalty from the due date thereof at the same rate until paid

1 or until an action therefor is commenced; but the wages shall not continue
2 for more than 30 days.

3 104. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated
4 and DEFENDANTS has not tendered payment of wages, to these employees who missed meal and rest
5 breaks, as required by law.

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

11 **NINTH CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

13 **(Cal. Lab. Code §§2698 et seq.)**

14 **(Alleged by PLAINTIFF against all Defendants)**

15 106. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
16 the prior paragraphs of this Complaint.

17 107. PAGA is a mechanism by which the State of California itself can enforce state labor laws
18 through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law
19 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
20 enforcement action designed to protect the public and not to benefit private parties. The purpose of
21 the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as
22 private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature
23 specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys
24 general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly,
25 PAGA claims cannot be subject to arbitration.

26 108. PLAINTIFF, and such persons that may be added from time to time who satisfy the
27 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
28 this Representative Action on behalf of the State of California with respect to themselves and all
individuals who are or previously were employed by DEFENDANT and classified as non-exempt,

1 exempt, piece-rate based, and/or commission-based employees in California during the time period of
2 July 16, 2020 until the present (the "AGGRIEVED EMPLOYEES").

3 109. On July 16, 2021, PLAINTIFF gave written notice by certified mail to the Labor and
4 Workforce Development Agency (the "Agency") and the employer of the specific provisions of
5 this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached
6 hereto and incorporated by this reference herein. The statutory waiting period for Plaintiff to add these
7 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff may now
8 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State
9 of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

10 110. The policies, acts and practices heretofore described were and are an unlawful business
11 act or practice because DEFENDANTS (a) failed to properly record and pay PLAINTIFF and the other
12 AGGRIEVED EMPLOYEES for all of the hours they worked, including overtime hours in violation
13 of the Wage Order, (b) failed to provide accurate itemized wage statements, (c) failed to provide
14 mandatory meal breaks and rest breaks, and (d) failed to timely pay wages, all in violation of the
15 applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code
16 §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d),
17 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and the applicable Industrial Wage
18 Order(s), and thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby
19 seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
20 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and
21 the other AGGRIEVED EMPLOYEES.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and
24 severally, as follows:

25 1. On behalf of the CALIFORNIA CLASS:

26 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as
27 a class action pursuant to Cal. Code of Civ. Proc. § 382;

1 B) An order temporarily, preliminarily and permanently enjoining and restraining
2 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

3 C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld
4 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS;

5 D) Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for
6 restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFF and to the other
7 members of the CALIFORNIA CLASS; and,

8 E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes
9 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. §
10 382;

11 1. Compensatory damages, according to proof at trial, including compensatory
12 damages for overtime compensation due PLAINTIFF and the other members of the
13 CALIFORNIA CLASS, during the applicable CALIFORNIA CLASS PERIOD plus
14 interest thereon at the statutory rate;

15 2. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
16 which a violation occurs and one hundred dollars (\$100) per each member of the
17 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an
18 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation
19 of Cal. Lab. Code § 226;

20 3. Meal and rest period compensation pursuant to California Labor Code Section
21 226.7, 512 and the applicable IWC Wage Order;

22 4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and
23 1197; and,

24 2. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

25 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General
26 Act of 2004

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- 3. On all claims:
 - A) An award of interest, including prejudgment interest at the legal rate;
 - B) Such other and further relief as the Court deems just and equitable; and,
 - C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

Dated: September 20, 2021

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

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

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

Dated: September 20, 2021

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


By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

EXHIBIT 1



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Jean-Claude Lapuyade, Esq.
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July 16, 2021

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

NISSAN OF STOCKTON, LLC

c/o Jerry M Mead
3077 E Hammer Ln.
Stockton CA, 95212

Via Certified Mail with Return Receipt No. 7021 0950 0001 6369 9774

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This office represents JUANITA ALLEN (“Plaintiff”) and other aggrieved employees in a proposed class and representative action against NISSAN OF STOCKTON, LLC (“Defendant”). This office intends to file the enclosed Class Action Complaint on behalf of Plaintiff and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff worked for Defendant in California from January 2021 to April 2021 as a non-exempt employee. While working for Defendant, Plaintiff was denied, among other things, compliant meal and rest breaks, minimum wages, regular wages and overtime wages.

As a consequence, Plaintiff contends that Defendant failed to fully compensate her, and other similarly situated aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks, reimburse employees for required expenses, and accurate itemized wage statements. Accordingly, Plaintiff contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff intends on representing the aggrieved employees, who are defined as all of Defendant’s current and former non-exempt, exempt, piece-rate based, and/or commission-based California employees.

A true and correct copy of the proposed Complaint for the class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendant. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein.

If the agency needs any further information, please do not hesitate to ask. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees and Class Members.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'Jean-Claude Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

Enclosure (1)

1 JEAN-CLAUDE LAPUYADE (SBN 248676)
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7 SHANI O. ZAKAY (SBN 277924)
8 **ZAKAY LAW GROUP, APLC**
9 3990 OLD TOWN AVENUE, SUITE C204
10 SAN DIEGO, CA 92110
11 TEL: (619) 255-9047 FAX: (619) 404-9203

12 ATTORNEYS FOR PLAINTIFF

13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF SAN JOAQUIN**

15 JUANITA ALLEN, an individual, on behalf of
16 herself, and on behalf of all persons similarly
17 situated,

18 Plaintiffs,

19 vs.

20 NISSAN OF STOCKTON, LLC, a Wyoming
21 limited liability company; and DOES 1 through
22 50, Inclusive;

23 DEFENDANTS.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
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 REIMBURSE PLAINTIFF FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
8. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203.

DEMAND FOR JURY TRIAL

1
2 Plaintiff JUANITA ALLEN (“PLAINTIFF”) an individual, on behalf of herself and all other
3 similarly situated current and former employees alleges on information and belief, except for her own
4 acts and knowledge which are based on personal knowledge, the following:

5 **THE PARTIES**

6 1. Defendant NISSAN OF STOCKTON, LLC (“DEFENDANT” and/or “DEFENDANTS”)
7 is a Wyoming limited liability company that at all relevant times mentioned herein conducted and
8 continues to conduct substantial business in the state of California, county of San Joaquin, and operates
9 a Nissan dealership.

10 2. The true names and capacities, whether individual, corporate, subsidiary, partnership,
11 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
12 PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc.
13 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
14 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
15 believes, and based upon that information and belief allege, that the Defendants named in this
16 Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS”), are
17 responsible in some manner for one or more of the events and happenings that proximately caused the
18 injuries and damages hereinafter alleged.

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

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

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

9 6. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee, paid on an
10 hourly basis and entitled to overtime pay and legally compliant meal and rest periods from January
11 2021 to April 2021.

12 7. PLAINTIFF brings this Class Action under California Code of Civil Procedure § 382 on
13 behalf of herself and on behalf of all of DEFENDANTS’ current and former non-exempt California
14 employees (the “CALIFORNIA CLASS”) at any time during the period beginning four years from the
15 date of the filing of this Complaint and ending on a date determined by the Court (the “CLASS
16 PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS members is
17 under five million dollars (\$5,000,000.00). PLAINTIFF reserves the right to amend the following class
18 definitions before the Court determines whether class certification is appropriate, or thereafter upon
19 leave of Court.

20 8. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the
21 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
22 incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice which
23 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest
24 periods or an additional hour of pay at the regular rate of compensation in lieu thereof in violation of
25 California Labor Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission
26 Wage Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in
27 violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, and (3) failed to
28



1 provide accurate itemized wage statements in violation of California Labor Code Sections 226 and
2 226.3.

3 9. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair and
4 deceptive business practices whereby DEFENDANTS retained and continues to retain wages due
5 PLAINTIFF and the other members of the CALIFORNIA CLASS.

6 10. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
7 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
8 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS' past
9 and current unlawful conduct, and all other appropriate legal and equitable relief.

10 **JURISDICTION AND VENUE**

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

15 12. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
16 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County,
17 and DEFENDANTS (i) currently maintain and at all relevant times, maintained offices and facilities in
18 this County and/or conducts substantial business in this County, and (ii) committed the wrongful
19 conduct herein alleged in this County against members of the CALIFORNIA CLASS.

20 **THE CONDUCT**

21 13. In violation of the applicable sections of the California Labor Code and the requirements
22 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
23 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
24 compliant meal and rest period, failed to accurately compensate PLAINTIFF and the other members of
25 the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other
26 members of the CALIFORNIA CLASS for all time worked, and failed to issue to PLAINTIFF and the
27 members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other
28 things, all requirements pursuant to Cal. Lab. Code § 226(a). DEFENDANTS' uniform policies and



1 practices are intended to purposefully avoid the accurate and full payment for all time worked as
2 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
3 advantage over competitors who comply with the law. To the extent equitable tolling operates to toll
4 claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
5 accordingly.

6 **A. Meal Period Violations**

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

22 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
23 schedules, and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA
24 CLASS members were from time to time unable to take thirty (30) minute off duty meal breaks and
25 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS
26 members were required from time to time to perform work as ordered by DEFENDANTS for more
27 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from
28 time to time failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-



1 duty meal period for some workdays in which these employees were required by DEFENDANTS to
2 work ten (10) hours of work from time to time. The nature of the work performed by the PLAINTIFF
3 and the members of the CALIFORNIA CLASS does not qualify for limited and narrowly construed
4 “on-duty” meal period exception. When they were provided with meal periods, PLAINTIFF and other
5 CALIFORNIA CLASS Members were, from time to time, required to remain on the premises, on duty,
6 and/or on call. PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal
7 breaks without additional compensation and in accordance with DEFENDANTS’ strict corporate
8 policy and practice.

9 **B. Rest Period Violations**

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

25 **C. Commission and Piece Rate Violations**

26 17. From time-to-time during the CALIFORNIA CLASS PERIOD, PLAINTIFF and the
27 CALIFORNIA CLASS were paid in part on a commission and/or piece-rate basis. In those instances
28 where PLAINTIFF and the CALIFORNIA CLASS were paid in part on a commission and/or piece-



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

10 **D. Unreimbursed Business Expenses**

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

21 19. From time-to-time during the CLASS PERIOD, PLAINTIFF and the members of the
22 CALIFORNIA CLASS were required by DEFENDANTS to use their own personal cellular phones as
23 a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of
24 their personal cell phones, PLAINTIFF and the members of the CALIFORNIA CLASS could not
25 complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify
26 PLAINTIFF or the members of the CALIFORNIA CLASS for the cost associated with the use of their
27 personal cellular phones for DEFENDANTS' benefit. As a result, in the course of their employment
28 with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA CLASS incurred



1 unreimbursed business expenses which included, but were not limited to, costs related to the use of
2 their personal cellular phones, all on behalf of and for the benefit of DEFENDANTS.

3 **E. Wage Statement Violations**

4 20. California Labor Code Section 226 requires an employer to furnish its employees an
5 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
6 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of the employee's social security number or an employee
9 identification number other than a social security number, (8) the name and address of the legal entity
10 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
11 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, were paid inaccurate missed meal and
14 rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide
15 PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage
16 statements which failed to show, among other things, all applicable hourly rates in effect during the
17 pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay for
18 penalty payments or missed meal and rest periods.

19 22. In addition to the violations described above, DEFENDANTS, from time to time, failed
20 to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply
21 with Cal. Lab. Code § 226. As a result, DEFENDANTS issued PLAINTIFF and the other members of
22 the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
23 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional
24 payroll error due to clerical or inadvertent mistake.

25 **F. CLASS ACTION ALLEGATIONS**

26 23. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant
27 to California Code of Civil Procedure § 382 on behalf the CALIFORNIA CLASS, defined *supra*, that
28 worked for DEFENDANT in California at any time beginning four (4) years prior to the filing of this



1 Complaint and ending on the date as determined by the Court (“CLASS PERIOD”).

2 24. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
3 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid
4 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal
5 and rest period policies, failure to separately compensate rest periods, failure to separately compensate
6 for all non-productive time, failure to provide accurate itemized wage statements, failure to maintain
7 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

8 25. The members of the class are so numerous that joinder of all class members is impractical.

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

17 a. Whether DEFENDANTS maintained legally compliant meal period
18 policies and practices;

19 b. Whether DEFENDANTS maintained legally compliant rest period
20 policies and practices;

21 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
22 CALIFORNIA CLASS Members accurate premium payments for missed
23 meal and rest periods;

24 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
25 CALIFORNIA CLASS Members accurate overtime wages;

26 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
27 CALIFORNIA CLASS Members at least minimum wage for all hours
28 worked;

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- f. Whether DEFENDANTS issued legally compliant wage statements;
- g. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- h. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- i. Whether DEFENDANTS committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods; and,

27. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

28. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same interests as the other members of the class.

29. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

30. PLAINTIFF retained able class counsel with extensive experience in class action litigation.

31. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests of the other CALIFORNIA CLASS Members.

32. There is a strong community of interest among PLAINTIFF and the members of the CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

33. The questions of law and fact common to the CALIFORNIA CLASS Members predominate over any questions affecting only individual members, including legal and factual issues

1 relating to liability and damages.

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

9 a. Inconsistent or varying adjudications with respect to individual members of the
10 CALIFORNIA CLASS which would establish incompatible standards of conduct for the
11 parties opposing the CALIFORNIA CLASS; and/or,

12 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
13 which would as a practical matter be dispositive of the interests of the other members not
14 party to the adjudication or substantially impair or impeded their ability to protect their
15 interests.

16 35. Class treatment provides manageable judicial treatment calculated to bring an efficient
17 and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of
18 DEFENDANTS.

19 **FIRST CAUSE OF ACTION**

20 **For Unlawful Business Practices**

21 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

22 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

23 36. 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 Complaint.

25 37. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code §
26 17021.

27 38. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair
28 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes

1 injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

2 Any person who engages, has engaged, or proposes to engage in unfair
3 competition may be enjoined in any court of competent jurisdiction. The
4 court may make such orders or judgments, including the appointment of a
5 receiver, as may be necessary to prevent the use or employment by any
6 person of any practice which constitutes unfair competition, as defined in
7 this chapter, or as may be necessary to restore to any person in interest any
8 money or property, real or personal, which may have been acquired by
9 means of such unfair competition.

10 Cal. Bus. & Prof. Code § 17203.

11 39. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
12 CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in
13 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
14 “UCL”), by engaging and continuing to engage in business practices which violates California law,
15 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations
16 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
17 1197, 1197.1, 1198, & 2802, for which this Court should issue declaratory and other equitable relief
18 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
19 held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

25 41. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent
26 in that DEFENDANTS’ uniform policy and practice failed to, *inter alia*, provide the legally mandated
27 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,
28 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic

1 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial
2 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
3 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
4 restitution of wages wrongfully withheld.

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

8 43. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
9 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,
10 provide the legally mandated meal and rest periods, the required accurate amount of compensation for
11 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
12 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
13 Labor Code.

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

18 45. PLAINTIFF further demands on behalf of herself and on behalf of each CALIFORNIA
19 CLASS member, one (1) hour of pay for each workday in which an off duty paid rest period was not
20 timely provided as required by law.

21 46. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
22 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
23 calculated overtime and missed meal and rest periods premiums.

24 47. By and through the unlawful and unfair business practices described herein,
25 DEFENDANTS has obtained valuable property, money and services from PLAINTIFF and the other
26 members of the CALIFORNIA CLASS, including earned wages for all overtime worked, and has
27 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of
28 these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly

1 compete against competitors who comply with the law.

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

7 49. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do,
8 seek such relief as may be necessary to restore to them the money and property which DEFENDANTS
9 has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been
10 deprived, by means of the above described unlawful and unfair business practices, including earned but
11 unpaid wages for all overtime worked.

12 50. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,
13 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and
14 that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and
15 unfair business practices in the future.

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

23 **SECOND CAUSE OF ACTION**

24 **For Failure to Pay Overtime Compensation**

25 **[Cal. Lab. Code §§ 510, *et seq.*]**

26 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

1 53. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period
2 beginning four years prior to the filing of the Complaint and the present (“LABOR CLASS PERIOD”)
3 bring a claim for DEFENDANTS’ willful and intentional violations of the California Labor Code and
4 the Industrial Welfare Commission requirements for DEFENDANTS’ failure to pay these employees
5 for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
6 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

12 56. Cal. Lab. Code § 1194 establishes an employee’s right to recover unpaid wages, including
13 overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198
14 further states that the employment of an employee for longer hours than those fixed by the Industrial
15 Welfare Commission is unlawful.

16 57. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
17 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
18 worked or were not accurately compensated for all overtime hours worked.

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

26 59. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
27 calculated the amount of overtime worked and the applicable overtime rates and consequently underpaid
28 the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.

1 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits
2 in violation of the California Labor Code, the Industrial Welfare Commission requirements and other
3 applicable laws and regulations.

4 60. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
5 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
6 all overtime worked.

7 61. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
8 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
9 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
10 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
11 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
12 behalf of herself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-
13 negotiable, non-waivable rights provided by the State of California.

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

17 63. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
18 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum
19 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF
20 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,
21 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime
22 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

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

28 65. DEFENDANTS knew or should have known that PLAINTIFF and the other members of

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

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

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

23 **THIRD CAUSE OF ACTION**

24 **For Failure to Pay Minimum Wages**

25 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

26 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

1 69. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
2 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
3 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay
4 minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the
5 LABOR CLASS PERIOD.

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

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

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

13 73. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other
14 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
15 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
16 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without
17 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
18 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members
19 of the CALIFORNIA CLASS.

20 74. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
21 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
22 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members
23 of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

4 77. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
5 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
6 to pay all earned wages.

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

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

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

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

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

7 **FOURTH CAUSE OF ACTION**

8 **For Failure to Provide Required Meal Periods**

9 **[Cal. Lab. Code §§ 226.7 & 512]**

10 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

11 82. 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 Complaint.

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

27 84. DEFENDANTS further violates California Labor Code §§ 226.7 and the applicable IWC
28 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not

1 provided a meal period, in accordance with the applicable Wage Order, one additional hour of
2 compensation at each employee's regular rate of compensation for each workday that a meal period was
3 not provided.

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

7 **FIFTH CAUSE OF ACTION**

8 **For Failure to Provide Required Rest Periods**

9 **[Cal. Lab. Code §§ 226.7 & 512]**

10 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

11 86. 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 Complaint.

13 87. During the LABOR CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS
14 members were from time to time required to work in excess of four (4) hours without being provided
15 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten
16 (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period
17 of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first,
18 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more
19 from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with
20 one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
21 CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS
22 and DEFENDANTS' managers.

23 88. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC
24 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not
25 provided a rest period, in accordance with the applicable Wage Order, one additional hour of
26 compensation at each employee's regular rate of compensation for each workday that rest period was
27 not provided.

28 89. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA

1 CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned
2 and due, interest, penalties, expenses and costs of suit.

3 **SIXTH CAUSE OF ACTION**

4 **For Failure to Reimburse Employees for Required Expenses**

5 **[Cal. Lab. Code § 2802]**

6 **(By PLAINTIFF and the CALIFORNIA CLASS Against All Defendants)**

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

9 91. Cal. Lab. Code § 2802 provides, in relevant part, that:

10 An employer shall indemnify his or her employee for all necessary
11 expenditures or losses incurred by the employee in direct consequence of
12 the discharge of his or her duties, or of his or her obedience to the directions
13 of the employer, even though unlawful, unless the employee, at the time of
14 obeying the directions, believed them to be unlawful.

15 92. From time-to-time during the LABOR CLASS PERIOD, DEFENDANTS violated Cal.
16 Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
17 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
18 DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of the
19 CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using their
20 personal cellular phone all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF
21 and the members of the CALIFORNIA CLASS were required by DEFENDANTS to use their personal
22 cell phones to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform
23 policy, practice and procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA
24 CLASS for expenses resulting from using their personal cellular phones for DEFENDANTS within the
25 course and scope of their employment for DEFENDANTS. These expenses were necessary to complete
26 their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any
27 waiver of their expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
28 and the members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify and reimburse
PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer is
required to do under the laws and regulations of California.

1 93. PLAINTIFF therefore demands reimbursement on behalf of the members of the
2 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf
3 of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory
4 rate and costs under Cal. Lab. Code § 2802.

5 **SEVENTH CAUSE OF ACTION**

6 **For Failure to Provide Accurate Itemized Statements**

7 **[Cal. Lab. Code §§ 226 and 226.2]**

8 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

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

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

96. During the LABOR CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF
and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which
failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned,
(3) gross wages earned; (4) the correct name and address of the legal entity that is the employer; and

1 (5) all applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee in violation of California Labor Code Section 226.

3 97. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code §
4 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA
5 CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for
6 the overtime worked and the amount of employment taxes which were not properly paid to state and
7 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other
8 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)
9 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
10 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and
11 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time
12 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
13 member of the CALIFORNIA CLASS herein.

14 **EIGHTH CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES WHEN DUE**

16 **(Cal Lab. Code §§201, 202, 203)**

17 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

18 98. 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 Complaint.

20 99. Cal. Lab. Code § 200 provides that:

21 As used in this article:(a) "Wages" includes all amounts for labor performed
22 by employees of every description, whether the amount is fixed or
23 ascertained by the standard of time, task, piece, Commission basis, or other
24 method of calculation. (b) "Labor" includes labor, work, or service whether
25 rendered or performed under contract, subcontract, partnership, station plan,
26 or other agreement if the labor to be paid for is performed personally by the
27 person demanding payment.

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

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

If an employee not having a written contract for a definite period quits his
or her employment, his or her wages shall become due and payable not later

1 than 72 hours thereafter, unless the employee has given 72 hours previous
2 notice of his or her intention to quit, in which case the employee is entitled
3 to his or her wages at the time of quitting. Notwithstanding any other
4 provision of law, an employee who quits without providing a 72-hour notice
5 shall be entitled to receive payment by mail if he or she so requests and
6 designates a mailing address. The date of the mailing shall constitute the
7 date of payment for purposes of the requirement to provide payment within
8 72 hours of the notice of quitting.

9 102. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members'
10 employment contract.

11 103. Cal. Lab. Code § 203 provides:

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

18 104. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated
19 and DEFENDANTS has not tendered payment of wages, to these employees who missed meal and rest
20 breaks, as required by law.

21 105. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members
22 of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty days of pay as
23 penalty for not paying all wages due at time of termination for all employees who terminated
24 employment during the LABOR CLASS PERIOD, and demands an accounting and payment of all
25 wages due, plus interest and statutory costs as allowed by law.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and
28 severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as
a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) An order temporarily, preliminarily and permanently enjoining and restraining
DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

1 C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld
2 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS;

3 D) Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for
4 restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFF and to the other
5 members of the CALIFORNIA CLASS; and,

6 E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes
7 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. §
8 382;

9 1. Compensatory damages, according to proof at trial, including compensatory
10 damages for overtime compensation due PLAINTIFF and the other members of the
11 CALIFORNIA CLASS, during the applicable CALIFORNIA CLASS PERIOD plus
12 interest thereon at the statutory rate;

13 2. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
14 which a violation occurs and one hundred dollars (\$100) per each member of the
15 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an
16 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation
17 of Cal. Lab. Code § 226;

18 3. Meal and rest period compensation pursuant to California Labor Code Section
19 226.7, 512 and the applicable IWC Wage Order;

20 4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and
21 1197; and,

22 2. On all claims:

23 A) An award of interest, including prejudgment interest at the legal rate;

24 B) Such other and further relief as the Court deems just and equitable; and,

25 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
26 including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

27
28 Dated: _____

Respectfully Submitted,

JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

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

Dated: _____

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

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF



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 C/O Jerry Mead
 3077 E. Hammer Ln.
 Stockton, CA 95212



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