

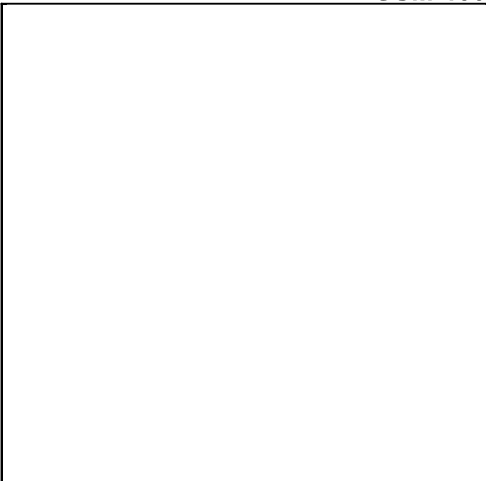
**SUMMONS
(CITACION JUDICIAL)**

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

PRUDENT SECURITY SOLUTIONS, INC., a California corporation,
and DOES 1-50, Inclusive,

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

BRIAN BRADFORD and LISA BRADFORD, individuals, on behalf of
themselves, 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):
Los Angeles Superior Court - Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER: 23STCV04656
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. SBN:248676 Tel: (619) 599-8292 Fax: (858) 599-8291
JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

David W. Slayton, Executive Officer/Clerk of Court

DATE: 03/02/2023
(Fecha)

Clerk, by R. Lozano, Deputy
(Secretario) (Adjunto)

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

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):



Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Elihu Berle

JCL LAW FIRM, APC

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Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

BRIAN BRADFORD and LISA BRADFORD,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

PRUDENT SECURITY SOLUTIONS INC., a
California corporation, and DOES 1-50,
Inclusive,

Defendants.

Case No: **23STCV04656**

CLASS ACTION COMPLAINT FOR:

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

- 6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 9) FAILURE TO PAY VACATION WAGES WHEN DUE;
- 10) UNLAWFUL DEDUCTIONS;
- 11) FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT IN VIOLATION OF CAL. LAB. CODE § 204;
- 12) UNPAID SICK PAY IN VIOLATION OF CAL. LAB. CODE §§ 246, *et seq.*

DEMAND FOR A JURY TRIAL

PLAINTIFFS BRIAN BRADFORD and LISA BRADFORD (“PLAINTIFFS”), individuals, on behalf of themselves and all other similarly situated current and former employees, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant PRUDENT SECURITY SOLUTIONS INC. (“DEFENDANT” and/or “DEFENDANTS”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT provides security services throughout the state of California, including the county of Los Angeles, where PLAINTIFFS worked.

3. PLAINTIFF BRIAN BRADFORD (“PLAINTIFF Brian Bradford”) was employed by DEFENDANT in California from March of 2022 to April of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF LISA BRADFORD (“PLAINTIFF Lisa Bradford”) was employed by DEFENDANT in California from March of 2022 to April of 2022 as a non-exempt employee,

1 paid in part an hourly basis and non-discretionary bonuses, and entitled to the legally required
2 meal and rest periods and payment of minimum and overtime wages due for all time worked.

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

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

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

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

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

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

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

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

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1 CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted
2 accordingly.

3 **A. Meal Period Violations**

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

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

1 other CALIFORNIA CLASS Members were, from time to time, required to remain on premises,
2 on duty and on call. Further, from time to time, DEFENDANT required PLAINTIFFS and other
3 CALIFORNIA CLASS Members to maintain cordless communication devices in order to receive
4 and/or respond to work-related communications during their off-duty meal periods.
5 DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with
6 legally required meal breaks is evidenced by DEFENDANT's business records. PLAINTIFFS
7 and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
8 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

9 **B. Rest Period Violations**

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

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1 **C. Unreimbursed Business Expenses**

2 19. DEFENDANT as a matter of corporate policy, practice, and procedure,
3 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
4 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
5 PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging
6 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
7 are required to indemnify employees for all expenses incurred in the course and scope of their
8 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct consequence
10 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
11 even though unlawful, unless the employee, at the time of obeying the directions, believed them
12 to be unlawful."

13 20. In the course of their employment, DEFENDANT required PLAINTIFFS and
14 other CALIFORNIA CLASS Members to use their personal cellular phones, personal vehicles
15 and personal computers as a result of and in furtherance of their job duties, including but not
16 limited to receiving and/or responding to work-related communications and perform work-related
17 duties. Further, DEFENDANT from time to time also required PLAINTIFFS and other
18 CALIFORNIA CLASS Members to purchase uniforms and incur personal expenses for the
19 maintenance of said uniforms as a result of and in furtherance of their job duties. Additionally,
20 DEFENDANTS from time to time required PLAINTIFFS and other CALIFORNIA CLASS
21 Members to incur personal expenses in order to pay for company vehicle expenses including, but
22 not limited to, vehicle rentals, parking tickets and tow fees. However, DEFENDANT unlawfully
23 failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the use of their
24 personal cellular phones, personal vehicles, personal computers and for personal expenses
25 incurred for the purchase of uniforms, maintenance of uniforms, vehicle rentals, packing tickets
26 and tow fees. As a result, in the course of their employment with DEFENDANT, the
27 PLAINTIFFS and other CALIFORNIA CLASS Members incurred unreimbursed business
28 expenses that included, but were not limited to, costs related to the use of their personal cellular

1 phones, personal vehicles, personal computers and for personal expenses incurred for the purchase
2 of uniforms, maintenance of uniforms, vehicle rentals, packing tickets and tow fees, all on behalf
3 of and for the benefit of DEFENDANT.

4 **D. Wage Statement Violations**

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

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

21 23. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
22 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with
23 Cal. Lab. Code § 226.

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

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

2 25. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
3 continues to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS
4 for all hours worked.

5 26. During the CLASS PERIOD, from time-to-time DEFENDANT required
6 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
7 work. This resulted in PLAINTIFFS and other members of the CALIFORNIA CLASS to have
8 to work while off-the-clock.

9 27. DEFENDANT directed and directly benefited from the undercompensated off-the-
10 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

11 28. DEFENDANT controlled the work schedules, duties, and protocols, applications,
12 assignments, and employment conditions of PLAINTIFFS and the other members of the
13 CALIFORNIA CLASS.

14 29. DEFENDANT was able to track the amount of time PLAINTIFFS and the other
15 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
16 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all
17 wages earned and owed for all the work they performed.

18 30. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-
19 exempt employees, subject to the requirements of the California Labor Code.

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

26 32. DEFENDANT knew or should have known that PLAINTIFFS and the other
27 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.
28

1 33. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
2 forfeited wages due to them for all hours worked at DEFENDANT’s direction, control, and
3 benefit for the time spent working while off-the-clock. DEFENDANT’s uniform policy and
4 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
5 hours worked in accordance with applicable law is evidenced by DEFENDANT’s business
6 records.

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

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

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

22 36. The second component of PLAINTIFFS’ and other CALIFORNIA CLASS
23 Members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
24 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
25 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
26 paid on an hourly basis with bonus compensation when the employees met the various
27 performance goals set by DEFENDANTS.

28

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

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

1 **G. Reporting Time Violations**

2 39. Further, DEFENDANTS from time to time required PLAINTIFFS and other
3 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
4 scheduled shift’s worth of work and were not paid reporting time pay as required by Cal. Code
5 Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, “(A) Each workday
6 an employee is required to report for work and does report, but is not put to work or is furnished
7 less than half said employee's usual or scheduled day's work, the employee shall be paid for half
8 the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four
9 (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.”
10 In addition, when DEFENDANTS required PLAINTIFFS and other CALIFORNIA CLASS
11 Members to engage in additional work, this sometimes resulted in a second reporting for work in
12 a single workday. In such a circumstance of a second reporting for work in a single workday,
13 DEFENDANT failed to pay these employees reporting time pay as required by Cal. Code Regs.,
14 tit. 8 § 11040. Subdivision 5(B) states: “If an employee is required to report for work a second
15 time in any one workday and is furnished less than two (2) hours of work on the second reporting,
16 said employee shall be paid for two (2) hours at the employee’s regular rate of pay, which shall
17 be not less than the minimum wage.” Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

18 **H. Violations for Untimely Payment of Wages**

19 40. Pursuant to California Labor Code section 204, PLAINTIFFS and the
20 CALIFORNIA CLASS members were entitled to timely payment of wages during their
21 employment. PLAINTIFFS and the CALIFORNIA CLASS members, from time to time, did not
22 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
23 meal period premium wages, and rest period premium wages within permissible time period.

24 **I. Violations for Failure to Pay Vacation Wages**

25 41. Upon PLAINTIFF’S and CALIFORNIA CLASS Members' separation of
26 employment, they had not used all of their vested vacation and thus their unused, vested vacation
27 was required to have been paid at their final rate upon separation of employment. DEFENDANT,
28

1 however failed to pay the vested vacation time, and when it did, it paid it at the wrong rate. As a
2 result, DEFENDANT violated Labor Code §227.3

3 **J. Unlawful Deductions**

4 42. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFFS
5 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
6 so or notice to PLAINTIFFS and the CALIFORNIA CLASS Members. As a result,
7 DEFENDANT violated Labor Code § 221.

8 **K. Timekeeping Manipulation**

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

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

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

28 46. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS

1 forfeited wages due them for all hours worked at DEFENDANT’S direction, control and benefit
2 for the time the timekeeping system was inoperable. DEFENDANT’S uniform policy and
3 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
4 hours worked in accordance with applicable law is evidenced by DEFENDANT’S business
5 records.

6 **L. Unlawful Rounding Practices**

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

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

25 49. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to
26 take off duty meal and rest breaks and were not fully relieved of duty for their rest and meal
27 periods. PLAINTIFFS were required to perform work as ordered by DEFENDANT for more
28 than five (5) hours during a shift without receiving an off-duty meal break. Further,

1 DEFENDANT failed to provide PLAINTIFFS with a second off-duty meal period each workday
2 in which they were required by DEFENDANT to work ten (10) hours of work. When
3 DEFENDANT provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain
4 on-duty and on-call for the rest break. DEFENDANT policy caused PLAINTIFFS to remain on-
5 call and on-duty during what was supposed to be their off-duty meal periods. PLAINTIFFS
6 therefore forfeited meal and rest breaks without additional compensation and in accordance with
7 DEFENDANT’S strict corporate policy and practice. Moreover, DEFENDANT also provided
8 PLAINTIFFS with paystubs that failed to comply with Cal. Lab. Code § 226. Further,
9 DEFENDANT also failed to reimburse PLAINTIFFS for required business expenses related to,
10 the use of their personal cellular phones, personal vehicles, personal computers and for personal
11 expenses incurred for the purchase of uniforms, maintenance of uniforms, vehicle rentals,
12 packing tickets and tow fees, on behalf of and in furtherance of their employment with
13 DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFFS the minimum, overtime
14 and double time compensation still owed to them or any penalty wages owed to them under Cal.
15 Lab. Code § 203. The amount in controversy for PLAINTIFFS individually does not exceed the
16 sum or value of \$75,000.

17 **CLASS ACTION ALLEGATIONS**

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

23 51. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been
24 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
25 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
26 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
27 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
28 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

1 52. The members of the class are so numerous that joinder of all class members is
2 impractical.

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

- 12 a. Whether DEFENDANT maintained legally compliant meal period policies and
13 practices;
- 14 b. Whether DEFENDANT maintained legally compliant rest period policies and
15 practices;
- 16 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
17 Members accurate premium payments for missed meal and rest periods;
- 18 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
19 Members accurate overtime wages;
- 20 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
21 Members at least minimum wage for all hours worked;
- 22 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
23 CLASS Members for required business expenses;
- 24 g. Whether DEFENDANT issued legally compliant wage statements;
- 25 h. Whether DEFENDANT committed an act of unfair competition by systematically
26 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
27 CLASS for all time worked;
- 28

1 i. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record all meal and rest breaks missed by PLAINTIFF and other
3 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
4 of this work, required employees to perform this work and permits or suffers to
5 permit this work;

6 j. Whether DEFENDANT committed an act of unfair competition in violation of the
7 UCL, by failing to provide the PLAINTIFF and the other members of the
8 CALIFORNIA CLASS with the legally required meal and rest periods.

9 54. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages
10 as a result of DEFENDANT's conduct and actions alleged herein.

11 55. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and
12 PLAINTIFFS have the same interests as the other members of the class.

13 56. PLAINTIFFS will fairly and adequately represent and protect the interests of the
14 CALIFORNIA CLASS Members.

15 57. PLAINTIFFS retained able class counsel with extensive experience in class action
16 litigation.

17 58. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the
18 interest of the other CALIFORNIA CLASS Members.

19 59. There is a strong community of interest among PLAINTIFF and the members of
20 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
21 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
22 sustained.

23 60. The questions of law and fact common to the CALIFORNIA CLASS Members
24 predominate over any questions affecting only individual members, including legal and factual
25 issues relating to liability and damages.

26 61. A class action is superior to other available methods for the fair and efficient
27 adjudication of this controversy because joinder of all class members is impractical. Moreover,
28 since the damages suffered by individual members of the class may be relatively small, the

1 expense and burden of individual litigation makes it practically impossible for the members of the
2 class individually to redress the wrongs done to them. Without class certification and
3 determination of declaratory, injunctive, statutory, and other legal questions within the class
4 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
5 create the risk of:

- 6 a. Inconsistent or varying adjudications with respect to individual members of the
7 CALIFORNIA CLASS which would establish incompatible standards of conduct
8 for the parties opposing the CALIFORNIA CLASS; and/or,
- 9 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
10 which would as a practical matter be dispositive of the interests of the other
11 members not party to the adjudication or substantially impair or impeded their
12 ability to protect their interests.

13 62. Class treatment provides manageable judicial treatment calculated to bring an
14 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
15 the conduct of DEFENDANT.

16 **FIRST CAUSE OF ACTION**

17 **Unlawful Business Practices**

18 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

19 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

23 64. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
24 Code § 17021.

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

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

8 66. By the conduct alleged herein, DEFENDANT has engaged and continues to
9 engage in a business practice which violates California law, including but not limited to, the
10 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
11 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
12 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
13 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
14 constitute unfair competition, including restitution of wages wrongfully withheld.

15 67. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair
16 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
17 or substantially injurious to employees, and were without valid justification or utility for which
18 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
19 Business & Professions Code, including restitution of wages wrongfully withheld.

20 68. By the conduct alleged herein, DEFENDANT's practices were deceptive and
21 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
22 mandated meal and rest periods and the required amount of compensation for missed meal and
23 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
24 necessary business expenses incurred, due to a systematic business practice that cannot be
25 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
26 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
27 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
28 restitution of wages wrongfully withheld.

69. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and the

1 other members of the CALIFORNIA CLASS to be underpaid during their employment with
2 DEFENDANT.

3 70. By the conduct alleged herein, DEFENDANT's practices were also unfair and
4 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
5 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as
6 required by Cal. Lab. Code §§ 226.7 and 512.

7 71. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
8 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
9 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
10 each workday in which a second off-duty meal period was not timely provided for each ten (10)
11 hours of work.

12 72. PLAINTIFFS further demand on behalf of themselves and on behalf of each
13 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
14 not timely provided as required by law.

15 73. By and through the unlawful and unfair business practices described herein,
16 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
17 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
18 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
19 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
20 to unfairly compete against competitors who comply with the law.

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

26 75. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
27 to, and do, seek such relief as may be necessary to restore to them the money and property which
28 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the

1 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
2 business practices, including earned but unpaid wages for all time worked.

3 76. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
4 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
5 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
6 engaging in any unlawful and unfair business practices in the future.

7 PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain, speedy
8 and/or adequate remedy at law that will end the unlawful and unfair business practices of
9 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
10 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the
11 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
12 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
13 engage in these unlawful and unfair business practices.

14 **SECOND CAUSE OF ACTION**

15 **Failure To Pay Minimum Wages**

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

17 **Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

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

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

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

27
28

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

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

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

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

15 84. In committing these violations of the California Labor Code, DEFENDANT
16 inaccurately calculated the correct time worked and consequently underpaid the actual time
17 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANTS
18 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
19 of the California Labor Code, the Industrial Welfare Commission requirements and other
20 applicable laws and regulations.

21 85. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
22 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
23 minimum wage compensation for their time worked for DEFENDANT.

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

27 87. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
28 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true

1 time they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have
2 suffered and will continue to suffer an economic injury in amounts which are presently unknown
3 to them, and which will be ascertained according to proof at trial.

4 88. DEFENDANT knew or should have known that PLAINTIFFS and the other
5 members of the CALIFORNIA CLASS were under-compensated for their time worked.
6 DEFENDANT systematically elected, either through intentional malfeasance or gross
7 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
8 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
9 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct minimum wages
10 for their time worked.

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

19 90. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
20 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
21 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
22 California Labor Code and/or other applicable statutes. To the extent minimum wage
23 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
24 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
25 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
26 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
27 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
28

1 faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and
2 recover statutory costs.

3 **THIRD CAUSE OF ACTION**

4 **Failure To Pay Overtime Compensation**

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

6 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

7 91. PLAINTIFFS, 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
9 Complaint.

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

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

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

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

24 96. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members
25 were required by DEFENDANT to work for DEFENDANTS and were not paid for all the time
26 they worked, including overtime work.

27 97. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
28 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of

1 implementing a uniform policy and practice that failed to accurately record overtime worked by
2 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
3 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,
4 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
5 (12) hours in a workday, and/or forty (40) hours in any workweek.

6 98. In committing these violations of the California Labor Code, DEFENDANT
7 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
8 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
9 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
10 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
11 regulations.

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

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

23 101. During the CLASS PERIOD, PLAINTIFFS and the other members of the
24 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
25 a failure to pay all earned wages.

26 102. DEFENDANT failed to accurately pay PLAINTIFFS and the other members of
27 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
28 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even

1 though PLAINTIFFS and the other members of the CALIFORNIA CLASS were regularly
2 required to work, and did in fact work overtime, and did in fact work overtime as to which
3 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business
4 records and witnessed by employees.

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

10 104. DEFENDANT knew or should have known that PLAINTIFFS and the other
11 members of the CALIFORNIA CLASS were undercompensated for their time worked.
12 DEFENDANT systematically elected, either through intentional malfeasance or gross
13 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
14 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
15 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages
16 for their overtime worked.

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

25 106. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS
26 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
27 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
28 California Labor Code and/or other applicable statutes. To the extent overtime compensation is

1 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
2 employment, DEFENDANT’S conduct also violates Labor Code §§ 201 and/or 202, and therefore
3 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
4 penalties are sought herein. DEFENDANT’s conduct as alleged herein was willful, intentional,
5 and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are
6 entitled to seek and recover statutory costs.

7 **FOURTH CAUSE OF ACTION**

8 **Failure To Provide Required Meal Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

10 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

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

1 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
2 periods is evidenced by DEFENDANT's business records.

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

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

11 **SIXTH CAUSE OF ACTION**

12 **Failure To Reimburse Employees For Required Expenses**

13 **(Cal. Lab. Code §§ 2802)**

14 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

15 115. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
16 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
17 Complaint.

18 116. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

22 117. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
23 Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS
24 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
25 benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA CLASS
26 members for expenses which included, but were not limited to, their personal cellular phones,
27 personal vehicles, and personal computers as a result of and in furtherance of their job duties,
28 including but not limited to receiving and/or responding to work-related communications and

1 perform work-related duties. Further, DEFENDANT from time to time also required
2 PLAINTIFFS and other CALIFORNIA CLASS Members to purchase uniforms and incur
3 personal expenses for the maintenance of said uniforms as a result of and in furtherance of their
4 job duties. Additionally, DEFENDANTS from time to time required PLAINTIFFS and other
5 CALIFORNIA CLASS Members to incur personal expenses in order to pay for company vehicle
6 expenses including, but not limited to, vehicle rentals, parking tickets and tow fees, all on behalf
7 of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA
8 CLASS Members were required by DEFENDANTS to purchase a recruiting computer program
9 and to use their personal cellular phones, personal vehicles and personal computers to execute
10 their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice
11 and procedure was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for
12 expenses resulting from purchasing the recruiting computer program, using their personal cellular
13 phones and personal laptops, and paying company vehicle expenses for DEFENDANT within the
14 course and scope of their employment for DEFENDANT. These expenses were necessary to
15 complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to
16 assert any waiver of this expectation. Although these expenses were necessary expenses incurred
17 by PLAINTIFFS and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify
18 and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for these expenses as an
19 employer is required to do under the laws and regulations of California.

20 118. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred
21 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
22 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory
23 rate and costs under Cal. Lab. Code § 2802.

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

10 22. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
11 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
12 requirements of California Labor Code Section 226.

13 23. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
14 § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA
15 CLASS. These damages include, but are not limited to, costs expended calculating the correct
16 wages for all missed meal and rest breaks and the amount of employment taxes which were not
17 properly paid to state and federal tax authorities. These damages are difficult to estimate.
18 Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS may elect to
19 recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
20 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay
21 period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but
22 in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS and each respective
23 member of the CALIFORNIA CLASS herein).

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

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

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

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

9 As used in this article:

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

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

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

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

29 128. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS
30 Members' employment contract.

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

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

1 **ELEVENTH CAUSE OF ACTION**

2 **For Failure to Timely Pay Wages When Due During Employment**

3 **(Violation of California Labor Code § 204)**

4 **(By PLAINTIFFS and the CLASS MEMBERS Against all DEFENDANTS)**

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

7 144. At all times herein set forth, California Labor Code section 204 provides that all
8 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
9 calendar month, other than those wages due upon termination of an employee, are due and
10 payable between the 16th and the 26th day of the month during which the labor was performed.

11 145. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 16th and the last day, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the 1st and the 10th day of the following month.

15 146. At all times herein set forth, California Labor Code section 204 provides that all
16 wages earned for labor in excess of the normal work period shall be paid no later than the payday
17 for the next regular payroll period.

18 147. At all times herein set forth, California Labor Code section 204 provides that all
19 payment of wages for weekly, biweekly, or semimonthly payroll are due not more than seven
20 calendar days following the close of the payroll period.

21 148. During the relevant time period, DEFENDANTS intentionally and willfully failed
22 to pay PLAINTIFFS and other CALIFORNIA CLASS members all wages due to them, within
23 any time period permissible under California Labor Code section 204.

24 149. PLAINTIFFS and other CALIFORNIA CLASS members are entitled to recover
25 all remedies available for violations of California Labor Code section 204.

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1 **TWELFTH CAUSE OF ACTION**

2 **UNPAID SICK PAY**

3 **(Cal. Lab. Code § 246, *et seq.*)**

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

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

8 151. Cal. Labor Code Section 246 (a)(1) mandates that “An employee who, on or after
9 July 1, 2015, works in California for the same employer for 30 or more days within a year from
10 the commencement of employment is entitled to paid sick days as specified in this section.”

11 152. Further, Cal. Labor Code Sections 246 (b)-(d) provide:

12 (b)(1) An employee shall accrue paid sick days at the rate of not less than one hour
13 per every 30 hours worked, beginning at the commencement of employment or the
14 operative date of this article, whichever is later, subject to the use and accrual
15 limitations set forth in this section.

16 (2) An employee who is exempt from overtime requirements as an
17 administrative, executive, or professional employee under a wage order of
18 the Industrial Welfare Commission is deemed to work 40 hours per
19 workweek for the purposes of this section, unless the employee’s normal
20 workweek is less than 40 hours, in which case the employee shall accrue
21 paid sick days based upon that normal workweek.

22 (3) An employer may use a different accrual method, other than providing
23 one hour per every 30 hours worked, provided that the accrual is on a regular
24 basis so that an employee has no less than 24 hours of accrued sick leave or
25 paid time off by the 120th calendar day of employment or each calendar
26 year, or in each 12-month period.

27 (4) An employer may satisfy the accrual requirements of this section by
28 providing not less than 24 hours or three days of paid sick leave that is
available to the employee to use by the completion of the employee’s 120th
calendar day of employment.

(c) An employee shall be entitled to use accrued paid sick days beginning on the
90th day of employment, after which day the employee may use paid sick days as
they are accrued.

(d) Accrued paid sick days shall carry over to the following year of employment.
However, an employer may limit an employee’s use of accrued paid sick days to
24 hours or three days in each year of employment, calendar year, or 12-month
period. This section shall be satisfied and no accrual or carryover is required if the

1 full amount of leave is received at the beginning of each year of employment,
2 calendar year, or 12-month period. The term “full amount of leave” means three
3 days or 24 hours.

4 153. From time to time, DEFENDANT failed to have a policy or practice that provided
5 PLAINTIFF and other members of the CALIFORNIA CLASS with paid sick days and/or sick pay.

6 154. Cal. Labor Code Sections 246(I)(1) mandates that “[p]aid sick time for nonexempt
7 employees shall be calculated in the same manner as the regular rate of pay for the workweek in
8 which the employee uses paid sick time, whether or not the employee actually works overtime in
9 that workweek.”

10 155. From time-to-time, during the PLAINTIFF and other members of the
11 CALIFORNIA CLASS were compensated at an hourly rate plus either non-discretionary incentive
12 pay. As a matter of law, the incentive compensation and/or piece-rate compensation received by
13 PLAINTIFF and other members of the CALIFORNIA CLASS must be included in the “regular
14 rate of pay.”

15 156. From time-to-time during the CLASS PERIOD, in those pay periods where
16 PLAINTIFF and other members of the CALIFORNIA CLASS earned hourly compensation and
17 either non-discretionary incentive compensation, and took paid sick time, DEFENDANT failed to
18 properly calculate the regular rate of pay for purposes of compensating paid sick time by omitting
19 non-discretionary incentive pay from the regular rate of pay.

20 157. DEFENDANT’s uniform policy and practice of omitting non-discretionary
21 incentive pay and/or piece-rate pay from the regular rate of pay for purposes of paying paid sick
22 pay, resulted in the underpayment of sick pay wages to PLAINTIFF and other members of the
23 CALIFORNIA CLASS. PLAINTIFF and other members of the CALIFORNIA CLASS therefore
24 request recovery of all unpaid wages, including sick pay wages, according to proof, interest,
25 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a
26 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
27 overtime compensation is determined to be owed to other members of the CALIFORNIA CLASS
28 who have terminated their employment, DEFENDANT’s conduct also violates Labor Code §§
201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under

1 Cal. Lab. Code § 203, which penalties are sought herein on behalf of other members of the
2 CALIFORNIA CLASS. DEFENDANT’S conduct as alleged herein was willful, intentional and
3 not in good faith. Further, PLAINTIFF and other members of the CALIFORNIA CLASS are
4 entitled to seek and recover statutory costs.

5 158. Cal. Lab. Code § 246(i) provides that:

6 An employer shall provide an employee with written notice that sets forth the
7 amount of paid sick leave available, or paid time off leave an employer provides in
8 lieu of sick leave, for use on either the employee’s itemized wage statement
9 described in Section 226 or in a separate writing provided on the designated pay
10 date with the employee’s payment of wages. If an employer provides unlimited paid
11 sick leave or unlimited paid time off to an employee, the employer may satisfy this
12 section by indicating on the notice or the employee’s itemized wage statement
13 “unlimited.”

14 159. From time to time, DEFENDANT failed to furnish PLAINTIFF and other members
15 of the CALIFORNIA CLASS with written wage statements setting forth the amount of paid sick
16 leave available to them, as required under Cal. Lab. Code §§ 246, *et seq.* As a result, PLAINTIFF
17 and other members of the CALIFORNIA CLASS are entitled to seek and recover statutory costs.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFFS pray for a judgment against each Defendant, jointly and
20 severally, as follows:

21 1. On behalf of the CALIFORNIA CLASS:

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

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2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and Twelfth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226
- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

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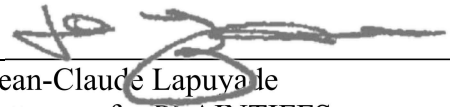
3. On all claims:

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

DATED: March 2, 2023

JCL LAW FIRM, APC

By: _____


Jean-Claude Lapuyade
Attorney for PLAINTIFFS

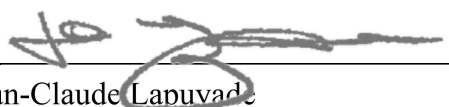
DEMAND FOR A JURY TRIAL

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

DATED: March 2, 2023

JCL LAW FIRM, APC

By: _____


Jean-Claude Lapuyade
Attorney for PLAINTIFFS