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7
8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

10 * * *

11 JULIAN SMOTHERS an individual, residing in
12 Fresno County, California; and ASA
DHADDA, an individual, residing in Fresno
13 County, California,

14 Plaintiffs,

15 vs.

16 NORTHSTAR ALARM SERVICES, LLC, A
17 Utah Corporation; and Does 1 through 50,
18 inclusive,

19 Defendants.

Case No. 2:17-CV-00548

**PLAINTIFFS' FIRST AMENDED
COMPLAINT FOR DAMAGES
FOR:**

**CLASS ACTION UNDER CAL.
CODE OF CIV. PROC. § 382**

- (1) Failure To Pay Minimum Wages In Violation Of Labor Code §§ 1194, 1194.2 & 1197;
- (2) Failure To Pay Overtime Wages In Violation Of Labor Code § 510;
- (3) Failure To Provide All Mandated Meal Periods Or Additional Wages In Lieu Thereof;
- (4) Failure To Provide All Mandated Rest Periods Or Additional Wages In Lieu Thereof;
- (5) Failure To Reimburse Business-Related Expenses In Violation Of Labor Code § 2802;
- (6) Failure To Issue Accurate Wage Statements In Violation Of Labor Code § 226;
- (7) Failure To Timely Pay Wages Due At Termination In Violation Of Labor Code §§ 201, 202, & 203;

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(8) Unfair Competition (Bus. & Prof. Code § 17200);

COLLECTIVE ACTION UNDER 29 U.S.C. § 216(b)

(9) Failure To Pay Overtime Wages In Violation Of 29 U.S.C. § 207;

CLAIMS UNDER LABOR CODE § 2698 ET SEQ.

(10) Civil Penalties For Failure To Pay Minimum Wage For Each Hour Worked;

(11) Civil Penalties For Failure To Pay Overtime Wages;

(12) Civil Penalties For Failure To Provide Meal Periods;

(13) Civil Penalties For Failure To Provide Rest Periods;

(14) Civil Penalties For Failure To Issue Itemized Wage Statements;

(15) Civil Penalties For Failure To Maintain Adequate And Accurate Time And Payroll Records;

(16) Civil Penalties For Failure To Provide Notice Of Pay;

(17) Civil Penalties For Failure To Pay Wages Due And Payable Twice Each Calendar Month;

(18) Civil Penalties For Failure To Pay Wages Due Upon Demand;

(19) Civil Penalties For Failure To Pay Wages Due Upon Termination

JURY TRIAL DEMANDED

Plaintiffs JULIAN SMOTHERS and ASA DHADDA (hereinafter collectively “PLAINTIFFS”) allege against Defendant NORTHSTAR ALARM SERVICES, LLC, a Utah Corporation, (“DEFENDANT”) and Does 1 through 50, inclusive as follows:

GENERAL ALLEGATIONS

1 **A. THE PARTIES**

2 1. JULIAN SMOTHERS is an individual who, at all times relevant herein, was
3 residing in Fresno County, Sacramento County, or Los Angeles County California, and is a
4 former employee of DEFENDANT.

5 2. ASA DHADA is an individual who, at all times relevant herein, was residing in
6 either Fresno County or Los Angeles County California, and is a former employee of
7 DEFENDANT.

8 3. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT is
9 now, and at all times relevant to this Complaint, was a Utah corporation, with employees in
10 Sacramento Country, throughout California, and throughout the United States.

11 4. PLAINTIFFS are unaware of the true names and/or capacities, whether
12 individual, partnership, limited partnership, corporate, or otherwise, of the Defendants sued
13 herein as DOES 1 through 50, inclusive, and each of them, and therefore sues such Defendants
14 by such fictitious names pursuant to Code of Civil Procedure section 474. PLAINTIFFS are
15 informed and believe, and thereon allege, that each of the Defendants sued herein, including
16 DOES 1 through 50, inclusive, is and was proximately the cause of or contributed to cause the
17 damages hereinafter alleged, or in some other manner is responsible in whole or in part for the
18 damages which have been, are being, and will be suffered by PLAINTIFFS as alleged herein.
19 When the true names and/or capacities of the Defendants are ascertained, PLAINTIFFS will seek
20 leave to amend this Complaint to insert the same herein with appropriate charging allegations.

21 5. PLAINTIFFS are informed and believe and thereon allege that DEFENDANT
22 and each of the DOE Defendants were acting at all relevant times herein, as the agents,
23 ostensible agents, joint-venturers, joint-employers, servants, employees, co-conspirators and/or
24 associates of each of the other Defendants, and were at all times acting within the course and
25 scope of said agency, servitude, employment, joint-venture, association, and/or conspiracy and
26 with the permission and consent of the other Defendants.

27 6. PLAINTIFFS are informed and believe, and thereon allege that, at all times
28 relevant to this Complaint, DEFENDANT and DOE Defendants were and/or are the joint

1 employers of PLAINTIFFS and/or the class upon whose behalf PLAINTIFFS bring these class
2 action claims, in that Defendants exercised sufficient control over PLAINTIFFS' wages, hours
3 and working conditions, and/or suffered or permitted PLAINTIFFS to work, so as to be
4 considered the joint employers of PLAINTIFFS.

5 7. PLAINTIFFS are informed and believe, and thereon allege, that the above
6 Defendants and/or each of their managing agents and supervisors aided, abetted, condoned,
7 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

8 8. PLAINTIFFS are informed and believe, and thereon allege that, at all times
9 relevant to this Complaint, the various acts and representations of Defendants, including each of
10 the DOE Defendants, and each agent or representative of Defendants, were the result of, and in
11 furtherance of, an agreement whereby the Defendants and each agent or representative of the
12 Defendants knowingly conspired to engage in the acts described herein, including, but not
13 limited to, Defendants' violation of the California Labor Code and/or any applicable Industrial
14 Welfare Commission Wage Order(s).

15 9. PLAINTIFFS, on behalf of themselves and all similarly situated current and
16 former employees of DEFENDANT who give their written consent to become party-plaintiffs,
17 which consents will be filed with the court, seek to have the following cause of action proceed as
18 a collective action pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b). These
19 individuals shall hereinafter be referred to collectively as the "FLSA Class." PLAINTIFFS seeks
20 to represent the FLSA Class according to the following class and/or subclass definition:

21 **FLSA Class**

22 All current and former non-exempt employees of DEFENDANT in the United
23 States who DEFENDANT required to work in excess of 40 hours in a work week,
24 or whom DEFENDANT permitted or suffered to work in excess of 40 hours in a
25 workweek, without overtime compensation as required by 29 U.S.C. section 207
26 at any time within three (3) years preceding the filing of this action.

27 10. PLAINTIFFS, on behalf of themselves and all other similarly situated current and
28 former employees of DEFENDANT, seek to have the following causes of action certified to

1 proceed as a class action pursuant to California Code of Civil Procedure section 382. These
2 individuals shall hereinafter be referred to collectively as the “California Class.” PLAINTIFFS
3 seek to represent the California Class according to the following class and/or subclass
4 definitions:

5 **California Class 1**

6 All current and former non-exempt employees of DEFENDANT who performed
7 work for DEFENDANT in California at any time within four (4) years preceding
8 the filing of this action.

9 **Subclass A (“Minimum Wage Sub-Class”)**

10 All current and former non-exempt employees of DEFENDANT who
11 performed work for DEFENDANT in California and who were required to
12 work for DEFENDANT, or whom DEFENDANT permitted or suffered to
13 work, during their meal periods, or at times otherwise off-the-clock,
14 without compensation at any time within four (4) years preceding the
15 filing of this action.

16 **Subclass B (“Overtime Wage Sub-Class”)**

17 All current and former non-exempt employees of DEFENDANT who
18 were required to work overtime hours for DEFENDANT in California, or
19 whom DEFENDANT permitted or suffered to work overtime hours,
20 without overtime compensation as required by Labor Code section 510
21 and Wage Order 4 and/or any other applicable wage order at any time
22 within four (4) years preceding the filing of this action.

23 **Subclass C (“First Meal Period Sub-Class”)**

24 All current and former non-exempt employees of DEFENDANT who
25 performed work for DEFENDANT in California and who worked more
26 than five (5) hours in a work day at any time within four (4) years
27 preceding the filing of this action.

28 **Subclass D (“Second Meal Period Sub-Class”)**

1 All current and former non-exempt employees of DEFENDANT who
2 performed work for DEFENDANT in California and who worked more
3 than ten (10) hours in a work day at any time within four (4) years
4 preceding the filing of this action.

5 Subclass E (“Rest Period Sub-Class”)

6 All current and former non-exempt employees of DEFENDANT who
7 performed work for DEFENDANT in California and who worked three
8 and one-half (3 1/2) or more hours in a work day at any time within three
9 (4) years preceding the filing of this action.

10 Subclass F (“Waiting Time Penalty Sub-Class”)

11 All former non-exempt employees of DEFENDANT who performed work
12 for DEFENDANT in California within four (4) years preceding the filing
13 of this action.

14 **California Class 2**

15 All current and former employees of DEFENDANT who performed work for
16 DEFENDANT in California.

17 Subclass A (“Wage Statement Sub-Class”)

18 All current and former employees of DEFENDANT who performed work
19 for DEFENDANT in California and who was entitled to received a wage
20 statement subject to the requirements of Labor Code section 226(a) at any
21 time within one (1) year preceding the filing of this action.

22 Subclass B (“Reimbursement Sub-Class”)

23 All current and former employees of DEFENDANT who performed work
24 for DEFENDANT in California and who incurred necessary expenditures
25 and/or losses directly caused by the discharge of their duties at any time
26 within four (4) years preceding the filing of this action.

27 Unless otherwise specified, individuals making up the “FLSA Class” and
28 “California Class” shall hereinafter be referred to collectively as the “Class Members.”

1 11. PLAINTIFFS reserve the right under California Rules of Court Rule 3.765(b) to
2 amend or modify the class description with greater specificity or further division into subclasses
3 or limitation to particular issues.

4 **B. THE ACTION**

5 12. This action is brought, in part, to remedy the following:

- 6 (a) DEFENDANT's failure to pay PLAINTIFFS and the California Class
7 Members at least minimum wage for, among other things, required travel
8 time between employment locations, waiting time at employment
9 locations, time spent in daily meetings, time spent repairing defective
10 alarm systems, time spent documenting inventory, and time spent
11 participating in trainings;
- 12 (b) DEFENDANT's failure to pay PLAINTIFFS and the California Class
13 Members overtime and/or double time wages, as required by California
14 Labor Code section 510 and Industrial Welfare Commission Wage Order
15 4 and/or any other applicable Wage Order due to, among other things,
16 DEFENDANT's omission of nondiscretionary bonuses from its
17 calculation of its employees' regular rate of pay;
- 18 (c) DEFENDANT's failure to pay PLAINTIFFS and the FLSA Class
19 Members overtime wages due and owing, as required by the Fair Labor
20 Standards Act, 29 U.S.C. § 206;
- 21 (d) DEFENDANT's failure to provide PLAINTIFFS and the California Class
22 Members with a reasonable opportunity to take a first net thirty-minute,
23 duty-free meal period for each workday during which such employees
24 worked more than five (5) hours, as mandated by California law, or to pay
25 such employees one (1) hour of additional wages at the employees'
26 regular rate of compensation for each workday for which the duty-free
27 meal period was and/or is not provided, as required by California Labor
28 Code sections 226.7 and 512 and Industrial Welfare Commission Wage

1 Order 4 and/or any other applicable Wage Order;

2 (e) DEFENDANT's failure to provide PLAINTIFFS and the California Class
3 Members with a reasonable opportunity to take a second net thirty-minute,
4 duty-free meal period for each workday during which such employees
5 worked more than ten (10) hours, as mandated by California law, or to pay
6 such employees one (1) hour of additional wages at the employees'
7 regular rate of compensation for each workday for which the duty-free
8 meal period was and/or is not provided, as required by California Labor
9 Code sections 226.7 and 512 and Industrial Welfare Commission Wage
10 Order 4 and/or any other applicable Wage Order;

11 (f) DEFENDANT's failure to provide PLAINTIFF and the California Class
12 Members with a reasonable opportunity to take a paid net ten-minute,
13 duty-free rest period per four hours worked or major fraction thereof, as
14 mandated by California law, or to pay such employees one (1) hour of
15 additional wages at the employees' regular rate of compensation for each
16 workday for which the duty-free rest period was and/or is not provided, as
17 required by Industrial Welfare Commission Wage Order 4 and/or any
18 other applicable Wage Order;

19 (g) DEFENDANT's failure to timely pay PLAINTIFFS and the California
20 Class Members all wages due and payable twice during each calendar
21 month, as required by California Labor Code section 204;

22 (h) DEFENDANT's failure to pay PLAINTIFFS and the California Class
23 Members all wages due and owing upon the termination of employment
24 with DEFENDANT, as required by California Labor Code section 201,
25 202, and 203;

26 (i) DEFENDANT's failure to pay PLAINTIFFS and the California Class
27 Members all wages due and payable on demand, as required by California
28 Labor Code section 216 and 225.5;

- 1 (j) DEFENDANT's failure to issue PLAINTIFFS and the California Class
2 Members proper notice of pay, as required by California Labor Code
3 section 2810.5.
- 4 (k) DEFENDANT's failure to maintain a written commission agreement for
5 PLAINTIFFS and the California Class Members, as required by California
6 Labor Code section 2751(a);
- 7 (l) DEFENDANT's failure to issue accurate, itemized wage statements to
8 PLAINTIFFS and the California Class Members in accordance with
9 California law;
- 10 (m) DEFENDANT's failure to maintain adequate time and payroll records for
11 PLAINTIFFS and the California Class Members, as required by Labor
12 Code section 1174;
- 13 (n) DEFENDANT's failure to reimburse PLAINTIFFS and the California
14 Class Members for all necessary expenditures and losses directly caused
15 by the discharge of their duties; and,
- 16 (o) DEFENDANT's engagement in unfair business practices against
17 PLAINTIFFS and the California Class Members.

18 **C. VENUE**

19 13. Venue is proper in Sacramento County because, among other reasons, certain of
20 the violations of the California Labor Code and/or Industrial Welfare Commission Wage
21 Order(s) were committed in Sacramento County and DEFENDANT conducts business and has
22 facilities in Sacramento County. The unlawful acts alleged have a direct effect on PLAINTIFFS
23 and other Class Members. PLAINTIFFS and the Class Members will continue to suffer the same
24 harm as PLAINTIFFS as a result of DEFENDANT's wrongful conduct unless the relief
25 requested herein is granted.

26 14. PLAINTIFFS are informed and believe, and thereon allege, that during the three-
27 year period preceding the filing of this class action, no other class action has been filed asserting
28 the same or similar factual allegations against DEFENDANT on behalf of the same or similar

1 Class Members.

2 **D. CLASS ACTION ALLEGATIONS**

3 15. The following causes of action have been brought and properly may be
4 maintained as a class action under the provisions of 29 U.S.C. 216(b) and/or California Code of
5 Civil Procedures section 382 because: a) there is a well-defined community of interest in the
6 litigation; and b) the proposed class is easily ascertainable.

7 **Numerosity**

8 16. The potential members of the class as defined are so numerous that joinder of all
9 members of the class is impracticable. PLAINTIFFS are informed and believe and thereon allege
10 that at all times mentioned herein PLAINTIFFS and the Class Members are or have been
11 affected by DEFENDANT's and DOES 1-50's unlawful practices as alleged herein.

12 17. Accounting for employee turnover during the relevant period covered by this
13 action necessarily and substantially increases the number of employees covered by this action.
14 PLAINTIFFS are informed and believe and thereon allege that DEFENDANT's and DOES 1-
15 50's employment records would provide information as to the actual number and location of all
16 Class Members. Joinder of all members of the proposed class is not practicable.

17 **Commonality**

18 18. There are questions of law and fact common to the class predominating over any
19 questions affecting only individual Class Members. These common questions of law and fact
20 include, without limitation:

- 21 a. Whether DEFENDANT violated California Labor Code sections 1194,
22 1194.2 and 1197 and/or Industrial Welfare Commission ("IWC") Wage
23 Order 4 and/or any other applicable Wage Order by failing to pay
24 PLAINTIFFS and the California Class Members minimum wages for
25 travel time between employment locations, waiting time at employment
26 locations, time spent in daily meetings, time spent repairing defective
27 alarm systems, time spent documenting inventory, and time spent
28 participating in trainings;

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- b. Whether DEFENDANT violated California Labor Code section 510 and/or Industrial Welfare Commission Wage Order 4 and/or any other applicable Wage Order by failing to pay PLAINTIFFS and the California Class Members the overtime and double time wages to which they are entitled for hours worked in excess of eight (8) hours in one workday, forty (40) hours in one workweek, and/or for hours worked on the seventh workday of a workweek;
- c. Whether DEFENDANT violated the Fair Labor Standards Act, 29 U.S.C. § 207 by failing to pay PLAINTIFFS and the FLSA Class Members the overtime wages to which they are entitled for hours worked in excess of forty (40) hours in one workweek;
- d. Whether DEFENDANT violated California Labor Code sections 226.7 and 512 and/or Industrial Welfare Commission Wage Order 4 and/or any other applicable Wage Order by failing to provide PLAINTIFFS and the California Class Members with a first thirty-minute, duty-free meal period for each workday during which such employees worked more than five (5) hours, or by paying such employees one (1) hour of additional wages at the employees' regular rate of compensation;
- e. Whether DEFENDANT violated California Labor Code sections 226.7 and 512 and/or Industrial Welfare Commission Wage Order 4 and/or any other applicable Wage Order by failing to provide PLAINTIFFS and the California Class Members with a second thirty-minute, duty-free meal period for each workday during which such employees worked more than ten (10) hours, or by paying such employees one (1) hour of additional wages at the employees' regular rate of compensation;
- f. Whether DEFENDANT violated California Labor Code section 226.7 and Industrial Welfare Commission Wage Order 4 and/or any other applicable Wage Order by failing to provide PLAINTIFFS and the California Class

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Members with one (1) ten-minute, duty-free rest period for each workday during which such employees worked more than four (4) hours, and for every four (4) hours or major fraction thereof.

- g. Whether DEFENDANT violated California Labor Code sections 201, 202 and 203 by failing to pay all wages due and owing at the time that any California Class Member’s employment with DEFENDANT and/or DOES 1–50 ended, whether voluntarily or involuntarily;
- h. Whether DEFENDANT violated California Labor Code section 226 by failing to issue accurate, itemized wage statements to PLAINTIFFS and the California Class Members;
- i. Whether DEFENDANT violated California Labor Code section 1174 by failing to maintain accurate time and payroll records for PLAINTIFFS and the California Class Members;
- j. Whether DEFENDANT violated California Labor Code section 2802(a) by failing to reimburse PLAINTIFFS and the California Class Members for expenditures and losses necessarily incurred in the direct discharge of their duties;
- k. Whether DEFENDANT violated California Business and Professions Code section 17200 *et seq.* and engaged in unlawful, unfair, and deceptive business practices by violating California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2441, 2802, 2810.5 and/or Industrial Welfare Commission Wage Order 4 and/or any other applicable Wage Order and/or failing to: (1) pay minimum, regular, overtime, and/or double time wages to the Class Members; (2) permit the Class Members to take a net thirty-minute, duty-free meal period when they worked more than five (5) hours in a workday and/or pay such employees additional wages as required by California law; (3) pay all owed wages at the time that any Class Member’s employment with DEFENDANT ended, whether

1 voluntarily or involuntarily; (4) issue mandated, accurate, itemized wage
2 statements;

3 1. Whether PLAINTIFFS and the California Class Members are entitled to
4 equitable relief pursuant to California Business and Professions Code
5 section 17200 *et seq*; and

6 m. Whether PLAINTIFFS and the California Class Members are entitled to
7 penalties pursuant to California Labor Code section 2698 *et seq*.

8 **Typicality**

9 19. PLAINTIFFS' claims are typical of the class claims. PLAINTIFFS and all Class
10 Members sustained injuries and damages arising out of, and caused by, DEFENDANT's and
11 DOES 1–50's common course of conduct in violation of California and United States laws,
12 regulations, and statutes as alleged herein.

13 **Adequacy of Representation**

14 20. PLAINTIFFS will fairly and adequately represent and protect the interests of the
15 Class Members. Counsel who represents PLAINTIFFS is competent and experienced in
16 litigating wage and hour class actions and California Business and Professions Code section
17 17200 *et seq*. cases.

18 **Superiority of Class Action**

19 21. A class action is superior to other available means for the fair and efficient
20 adjudication of this controversy. Individual joinder of all Class Members is not practicable and
21 questions of law and fact common to the class predominate over any questions affecting only
22 individual members of the Class. Each member of the Class has been damaged and is entitled to
23 recovery as a result of DEFENDANT'S and DOES 1–50's unlawful policies and practices
24 alleged in this Complaint.

25 22. Class action treatment will allow those similarly situated persons to litigate their
26 claims in the manner that is most efficient and economical for the parties and the judicial system.
27 PLAINTIFFS are unaware of any difficulties likely to be encountered in the management of this
28 action that would preclude its maintenance as a class action.

1 **E. BACKGROUND ALLEGATIONS**

2 23. Plaintiff JULIAN SMOTHERS is a former non-exempt employee of
3 DEFENDANT, and Plaintiff ASA DHADDA is a current non-exempt employee of
4 DEFENDANT.

5 24. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT is
6 and was, at all relevant times herein, is a business engaged in the retail sale of clothing and
7 apparel. DEFENDANT employed PLAINTIFFS and other employees in conjunction with this
8 business.

9 25. PLAINTIFFS are informed and believe, and thereon allege, that at all times
10 mentioned herein, DEFENDANT had and has statutory obligations to pay PLAINTIFFS and all
11 other similarly situated Class Members at a rate of no less than minimum wage for all hours
12 worked, and a rate of one-and-a-half times the regular rate of pay for all hours worked in excess
13 of eight (8) in a workday, forty (40) in a workweek, and/or for the first eight (8) hours on the
14 seventh day of work in any one workweek. PLAINTIFFS further allege that DEFENDANT had
15 and has statutory obligations to pay PLAINTIFFS and all other similarly situated Class Members
16 at the rate of twice the regular rate of pay for all hours worked in excess of twelve (12) hours in a
17 workday and for any work in excess of eight (8) hours on the seventh day of a workweek.

18 26. PLAINTIFFS are informed and believe, and thereon allege, that at all times
19 mentioned herein, DEFENDANT had and has statutory obligations to provide PLAINTIFFS and
20 all other similarly situated Class Members with a net thirty-minute, duty-free meal period during
21 any workday during which such employees worked more than five hours and/or pay such
22 employees additional wages at the regular rate of pay.

23 27. PLAINTIFFS are informed and believe, and thereon allege, that at all times
24 mentioned herein, DEFENDANT had and has statutory obligations to provide PLAINTIFFS and
25 all other similarly situated Class Members with a second net thirty-minute, duty-free meal period
26 during any workday during which such employees worked more than ten hours and/or pay such
27 employees additional wages at the regular rate of pay.

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1 28. PLAINTIFFS are informed and believe, and thereon allege, that at all times
2 mentioned herein, DEFENDANT had and has statutory obligations to timely pay all wages owed
3 to PLAINTIFFS and all other similarly situated Class Members at the time that any Class
4 Member's employment with DEFENDANT ended, whether voluntarily or involuntarily.

5 29. PLAINTIFFS are informed and believe, and thereon allege, that at all times
6 mentioned herein, DEFENDANT had and has statutory obligations to timely pay all wages due
7 and payable after a demand has been made.

8 30. PLAINTIFFS are informed and believe, and thereon allege, that at all times
9 mentioned herein, DEFENDANT had and has statutory obligations to issue PLAINTIFFS and
10 the Class Members adequate notice of pay with certain specified information.

11 31. PLAINTIFFS are informed and believe, and thereon allege, that at all times
12 mentioned herein, DEFENDANT had and has statutory obligations to timely pay all wages due
13 and payable twice during each calendar month.

14 32. PLAINTIFFS are informed and believe, and thereon allege, that at all times
15 mentioned herein, DEFENDANT had and has statutory obligations to issue mandated, accurate,
16 itemized wage statements to PLAINTIFFS and all other similarly situated Class Members.

17 33. PLAINTIFFS are informed and believe, and thereon allege, that at all times
18 mentioned herein, DEFENDANT had and has statutory obligations to maintain written
19 commission agreements for PLAINTIFFS and the Class Members.

20 34. PLAINTIFFS are informed and believe, and thereon allege, that at all times
21 mentioned herein, DEFENDANT had and has statutory obligations to accurate time and payroll
22 records for PLAINTIFFS and the Class Members.

23 35. PLAINTIFFS are informed and believe, and thereon allege, that at all times
24 mentioned herein, DEFENDANT had and has statutory obligations to reimburse employees for
25 necessary expenditures and losses incurred in the direct discharge of their duties.

26 36. PLAINTIFFS are informed and believe, and thereon allege, that PLAINTIFFS
27 and other similarly situated Class Members did not secret or absent themselves from
28 DEFENDANT nor did they refuse to accept the earned but unpaid wages from DEFENDANT.

1 37. PLAINTIFFS are informed and believe, and thereon allege, that at all times
2 mentioned herein, DEFENDANT failed to satisfy the aforementioned statutory obligations.

3 38. As a result of DEFENDANT's actions, PLAINTIFFS and other similarly situated
4 Class Members suffered damages, including lost pay, wages, and interest.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE §§ 1194, 1194.2 & 1197**

7 **(MINIMUM WAGE)**

8 **(PLAINTIFFS, Individually and on Behalf of the Class Members, Against DEFENDANT**
9 **and DOES 1 through 50)**

10 39. The allegations of each of the foregoing paragraphs are re-alleged and
11 incorporated herein by the reference.

12 40. DEFENDANT failed to pay PLAINTIFFS and the Class Members minimum
13 wages for all hours worked, including time DEFENDANT required these individuals to work off
14 the clock, including but not limited to travel time between employment locations, waiting time at
15 employment locations, time spent in daily meetings, time spent repairing defective alarm
16 systems, time spent documenting inventory, and time spent participating in trainings.

17 41. California Labor Code section 1197 provides that “[t]he minimum wage for
18 employees fixed by the commission is the minimum wage to be paid to employees, and payment
19 of less than the minimum so fixed is unlawful.”

20 42. The applicable minimum wage fixed by the commission for employees, such as
21 PLAINTIFFS and Class Members is found in section 4(A) of IWC Wage Order No. 7.

22 43. The minimum wage provisions of the California Labor Code are enforceable by
23 private action pursuant to California Labor Code section 1194(a), which states:

24 Notwithstanding any agreement to work for a lesser wage, any
25 employee receiving less than the legal minimum wage or the legal
26 overtime compensation applicable to the employee is entitled to
27 recover in a civil action the unpaid balance of the full amount of
28 this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees, and costs of suit.

1 44. As described in California Labor Code sections 1185 and 1194.2, any such action
2 incorporates the applicable Wage Order of the Industrial Welfare Commission.

3 45. California Labor Code section 1194.2 also provides for the following remedies:

4 In any action under . . . Section 1194 to recover wages because of
5 the payment of a wage less than the minimum wage fixed by an
6 order of the commission, an employee shall be entitled to recover
7 liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

8 46. As such, PLAINTIFFS, individually and on behalf of Class Members, may bring
9 this action for minimum wages and overtime, interest, costs of suit, and attorneys' fees pursuant
10 to California Labor Code section 1194(a).

11 47. As a result of the unlawful acts of DEFENDANT, PLAINTIFFS and the Class
12 Members have been deprived of wages in amounts to be proven at trial and are entitled to
13 recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and
14 interest thereon, pursuant to California Labor Code section 1194.2 and reasonable attorneys'
15 fess, costs of suit, and penalties pursuant to section 1197.1.

16 **SECOND CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 510**

18 **(OVERTIME PAY)**

19 **(PLAINTIFFS, Individually and on Behalf of the Class Members, Against DEFENDANT**
20 **and DOES 1 through 50)**

21 48. The allegations of each of the foregoing paragraphs are re-alleged and
22 incorporated herein by this reference.

23 49. California Labor Code section 510, subsection (a), provides as follows:

24 Eight hours of labor constitutes a day's work. Any work in excess
25 of eight hours in one workday and any work in excess of 40 hours
26 in any one workweek and the first eight hours worked on the
27 seventh day of work in any one workweek shall be compensated at
the rate of no less than one and one-half times the regular rate of
28 pay for an employee. Any work in excess of 12 hours in one day
shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of
eight hours on any seventh day of a workweek shall be

1 compensated at the rate of no less than twice the regular rate of pay
2 of an employee. Nothing in this section requires an employer to
3 combine more than one rate of overtime compensation in order to
4 calculate the amount to be paid to an employee for any hour of
5 overtime work.

6 50. PLAINTIFFS are informed and believe, and thereon allege, that PLAINTIFFS
7 and other Class Members systematically worked for periods of more than eight hours in a
8 workday, forty hours in a workweek, and/or worked on the seventh day of a workweek without
9 being compensated at the rate of one-and-a-half times their regular rate of pay, or alternatively
10 for periods of more than twelve hours in a workday and/or more than eight hours on the seventh
11 day of a workweek without being compensated at the rate of twice their regular rate of pay, due
12 to DEFENDANT's failure to, among other things, nondiscretionary bonuses in its calculation of
13 the regular rate of pay.

14 51. Accordingly, DEFENDANT violated California Labor Code section 510 by
15 failing to pay PLAINTIFFS and the Class Members at the appropriate rate of pay on the basis of
16 the number of hours worked each workweek, and/or on the basis of work performed on the
17 seventh day of a workweek. By its failure to properly compensate PLAINTIFFS and the Class
18 Members at the correct rate of pay, DEFENDANT is liable for the difference between wages
19 paid to PLAINTIFFS and the Class Members and the wages actually owed had DEFENDANT
20 compensated such employees at the correct rate of pay.

21 52. As a result of the unlawful acts of DEFENDANT, PLAINTIFFS and Class
22 Members have been deprived of additional wages in amounts to be proven at trial and are
23 entitled to recover such amounts, plus interest and penalties thereon, attorneys' fees, and costs of
24 suit in addition to any other relief requested below.

25 **THIRD CAUSE OF ACTION**

26 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

27 **(MEAL PERIODS)**

28 **(PLAINTIFFS, Individually and on Behalf of the Class Members, Against DEFENDANT
and DOES 1 through 50)**

1 53. The allegations of each of the foregoing paragraphs are re-alleged and
2 incorporated herein by this reference.

3 54. California Labor Code section 512, subsection (a), provides as follows:

4 An employer may not employ an employee for a work
5 period of more than five hours per day without providing
6 the employee with a meal period of not less than 30
7 minutes, except that if the total work period per day of the
8 employee is no more than six hours, the meal period may
9 be waived by mutual consent of both the employer and
10 employee. An employer may not employ an employee for a
work period of more than 10 hours per day without
providing the employee with a second meal period of not
less than 30 minutes, except that if the total hours worked is
no more than 12 hours, the second meal period may be
waived by mutual consent of the employer and the
employee only if the first meal period was not waived.

11 55. Similarly, section 10 of Industrial Welfare Commission Wage Order 4 provides as
12 follows:

13 A. No employer shall employ any person for a work period of
14 more than five (5) hours without a meal period of not less
15 than 30 minutes, except that when a work period of not
16 more than six (6) hours will complete the day's work the
meal period may be waived by mutual consent of the
employer and the employee.

17 B. An employer may not employ an employee for a work
18 period of more than ten (10) hours per day without
19 providing the employee with a second meal period of not
20 less than 30 minutes, except that if the total hours worked is
no more than 12 hours, the second meal period may be
waived by mutual consent of the employer and the
employee only if the first meal period was not waived.

21 56. California Labor Code section 226.7 provides, in pertinent part, as follows:

22 a. No employer shall require any employee to work during
23 any meal or rest period mandated by an applicable order of
24 the Industrial Welfare Commission.

25 b. If an employer fails to provide an employee a meal period
26 or rest period in accordance with an applicable order of the
27 Industrial Welfare Commission, the employer shall pay the
employee one additional hour of pay at the employee's
regular rate of compensation for each work day that the
meal or rest period is not provided.

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VIOLATION OF LABOR CODE §§ 226.7 AND INDUSTRIAL WELFARE

COMMISSION WAGE ORDER NO. 4

(REST PERIODS)

**(PLAINTIFFS, Individually and on Behalf of the Class Members, Against DEFENDANT
and DOES 1 through 50)**

60. The allegations of each of the foregoing paragraphs are re-alleged and incorporated herein by this reference.

61. Section 12 of Industrial Welfare Commission Wage Order 4 provides, in pertinent part, as follows:

- A. Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- B. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

62. California Labor Code section 226.7 provides, in pertinent part, as follows:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

63. PLAINTIFFS are informed and believe, and thereon alleges, that she and Class Members systematically worked periods of more than 3 ½ hours in a workday without being provided a mandated paid ten-minute, duty-free compensated rest period while in the employ of

1 DEFENDANT for every four hours worked or major fraction thereof. PLAINTIFFS are
2 informed and believe, and thereon alleges, that, at all times mentioned herein, DEFENDANT
3 maintained company policies that did not permit its employees to take a compensated rest period
4 during any given workday including workdays during which their employees worked more than
5 3 ½ hours. PLAINTIFFS are further informed and believe, and thereon alleges, that
6 DEFENDANT never paid PLAINTIFFS or any of the other affected Class Members an
7 additional one (1)-hour's wage for each rest period that was not provided as stated above.

8 64. Accordingly, DEFENDANT violated California Labor Code section 226 and
9 section 12 of Industrial Welfare Commission Wage Order 4 and/or any other applicable Wage
10 Order to their employees who worked more than 3 ½ hours in a workday. By their failure to
11 permit a compensated rest period for days on which non-exempt employees work(ed) in excess
12 of 3 ½ hours and failing to pay one hour of additional wages in lieu of each rest period not
13 provided, DEFENDANT violated California Labor Code section 226.7 and section 12 of
14 Industrial Welfare Commission Wage Order 4 and/or any other applicable Wage Order.
15 DEFENDANT is liable for one hour of additional wages at each of the affected Class Members'
16 regular rate of compensation for each workday for which a rest period was not lawfully provided.

17 65. As a result of the unlawful acts of DEFENDANT, PLAINTIFFS and Class
18 Members have been deprived of additional wages in amounts to be proven at trial and are
19 entitled to recover such amounts, plus interest and penalties thereon, attorneys' fees, and costs of
20 suit, in addition to any other relief requested below.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE BUSINESS-RELATED EXPENSES IN VIOLATION OF**

23 **LABOR CODE § 2802**

24 **(PLAINTIFFS, Individually and on Behalf of the Class Members, Against DEFENDANT**
25 **and DOES 1 through 50)**

26 66. The allegations of each of the foregoing paragraphs are re-alleged and
27 incorporated herein by this reference.

28 67. California Labor Code section 2802 provides, in pertinent part:

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- a. An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...
- b. All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.
- c. For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.

68. Specifically, DEFENDANT refused to reimburse PLAINTIFFS and the Class Members for necessarily incurred motor vehicle, mileage, tool, and housing expenses incurred during the course and scope of their employment.

69. PLAINTIFFS are informed and believe, and on that basis allege, that DEFENDANT failed to reimburse PLAINTIFFS and the Class Members for necessarily incurred motor vehicle, mileage, tool, and housing expenses incurred during the course and scope o their employment with DEFENDANT.

70. PLAINTIFFS and the Class Members are, therefore, entitled to the unreimbursed business expenses, along with interest on those expenses and attorneys’ fees, as required by California Labor Code section 2802 in addition to the relief requested below.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH ITEMIZED STATEMENTS OF WAGES

(PLAINTIFFS, Individually and on Behalf of the Class Members, Against DEFENDANT and DOES 1 through 50)

71. The allegations of each of the foregoing paragraphs are re-alleged and incorporated herein by this reference.

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1 72. DEFENDANT is required to maintain accurate records of, among other things,
2 wages earned at each hourly rate and the accurate number of total hours worked by
3 PLAINTIFFS and Class Members.

4 73. DEFENDANT was required to furnish such records to PLAINTIFFS and Class
5 Members semi-monthly or at the time of payment of wages and to properly itemize the paycheck
6 as required by the California Labor Code, IWC Order 4, and the California Code of Regulations,
7 including, but not limited to, California Labor Code section 226.

8 74. PLAINTIFFS are informed and believe, and on that basis allege, that
9 DEFENDANT failed to accurately maintain and furnish records of the wages earned by
10 PLAINTIFFS and Class Members.

11 75. As a direct and proximate result of DEFENDANT's failure to issue accurate,
12 itemized wages statements to PLAINTIFFS and Class Members, PLAINTIFFS and Class
13 Members suffered damage.

14 76. PLAINTIFFS and Class Members are, therefore, entitled to penalties pursuant to
15 Labor Code section 226 along with interest on those penalties and attorneys' fees, as required by
16 Labor Code section 226, in addition to the relief requested below.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION IN VIOLATION OF**
19 **LABOR CODE §§ 201, 202, & 203**

20 **(PLAINTIFF JULIAN SMOTHERS, Individually and on Behalf of the Class Members,**
21 **Against DEFENDANT and DOES 1 through 50)**

22 77. The allegations of each of the foregoing paragraphs are re-alleged and
23 incorporated herein by this reference.

24 78. California Labor Code section 201 provides, in pertinent part:

25 "If an employer discharges an employee, the wages earned and
26 unpaid at the time of discharge are due and payable immediately . .
27 ."

28 79. California Labor Code section 202 provides, in pertinent part:

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

12 80. California Labor Code section 203 provides, in pertinent part:

13 If an employer willfully fails to pay, without abatement or
14 reduction, in accordance with Sections 201, 201.5, 202, and 205.5,
15 any wages of an employee who is discharged or quit, the wages of
16 the employee shall continue as a penalty from the due date thereof
17 at the same rate until paid or until an action therefore is
18 commenced; but the wages shall not continue for more than 30
19 days. An employee who secretes or absents himself or herself to
20 avoid payment to him or her, or who refuses to receive the
21 payment when fully tendered to him or her, including any penalty
22 then accrued under this section, is not entitled to any benefit under
23 this section for the time during which he or she so avoids payment.
24 Suit may be filed for these penalties at any time before the
25 expiration of the statute of limitations on an action for the wages
26 from which the penalties arises.

27 81. PLAINTIFF JULIAN SMOTHERS' employment with DEFENDANT terminated
28 on or about September 2014. Despite said termination of employment, he did not receive
compensation for wages owed pursuant to California Labor Code sections 201, 202, and 203.

82. PLAINTIFF JULIAN SMOTHERS is informed and believes, and thereon allege,
that this failure by DEFENDANT to pay was willful and intentional.

83. PLAINTIFF JULIAN SMOTHERS is informed and believes, and on that basis
allege, that Class Members were terminated or have voluntarily left DEFENDANT's employ,
and PLAINTIFF JULIAN SMOTHERS is informed and believes, and on that basis allege, that
they have not received compensation for all their wages owed in accordance with the provisions
of California Labor Code sections 201, 202, and 203, including, but not limited to, minimum,
regular, overtime, and/or double time wages, premium pay for meal periods not provided, and/or
reimbursable expenses. PLAINTIFF JULIAN SMOTHERS is informed and believes, and on that

1 basis allege, that this failure by DEFENDANT to pay was willful and intentional.

2 84. In addition, PLAINTIFFS are informed and believe, and on that basis allege, that
3 since Plaintiff JULIAN SMOTHERS and Class Members' terminations from employment with
4 DEFENDANT, DEFENDANT has continually failed to pay the compensation that is due and
5 owing, thereby entitling them to waiting time penalties for the unpaid wages owed pursuant to
6 California Labor Code sections 201, 202, and 203.

7 85. PLAINTIFFS are informed and believe, and thereon allege, that Plaintiff JULIAN
8 SMOTHERS and Class Members did not secret or absent themselves from DEFENDANT nor
9 did they refuse to accept the earned and unpaid wages from DEFENDANT. Accordingly,
10 DEFENDANT is liable for waiting time penalties for the unpaid wages pursuant to California
11 Labor Code sections 201, 202, and 203.

12 86. In addition, Plaintiff JULIAN SMOTHERS and the Class Members have
13 incurred, and will continue to incur, legal expenses, including attorneys' fees and costs.
14 PLAINTIFFS are presently unaware of the precise amount of these fees and expenses and pray
15 for leave of this Court to amend the Complaint when the amounts are fully known. Plaintiff
16 JULIAN SMOTHERS and Class Members are entitled to recover attorneys' fees, expenses, and
17 costs according to proof.

18 **EIGHTH CAUSE OF ACTION**

19 **VIOLATION OF UNFAIR COMPETITION LAW**

20 **(BUSINESS & PROFESSIONS CODE §17200, ET SEQ.)**

21 **(PLAINTIFFS, Individually and on Behalf of the Class Members, Against DEFENDANT**
22 **and DOES 1 through 50)**

23 87. The allegations of each of the foregoing paragraphs are re-alleged and
24 incorporated herein by this reference.

25 88. DEFENDANT has engaged and continues to engage in unfair business practices
26 in California by practicing, employing, and utilizing the employment policy of failing to pay
27 PLAINTIFFS and Class Members employment compensation as required by the California law
28 cited herein above and by violating applicable provisions of the California Labor Code,

1 including, but not limited to, California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512,
2 1194, 1194.2, 1197, 2441, 2802, 2810.5, and certain provisions of the Industrial Welfare
3 Commission Wage Order 4 and/or any other applicable Wage Order, as alleged herein.
4 DEFENDANT's utilization of such illegal and unfair business practices constitutes unfair
5 competition and provides DEFENDANT with an unfair advantage over DEFENDANT'S
6 competitors.

7 89. PLAINTIFFS seek on their own behalf, on behalf of those similarly situated, and
8 on behalf of the general public full restitution and disgorgement of all employment compensation
9 wrongfully withheld, as necessary and according to proof, to restore any and all monies
10 withheld, acquired, and/or converted by DEFENDANT by means of the unfair and unlawful
11 practices complained of herein. The restitution and disgorgement requested includes all wages
12 earned and unpaid, including interest thereon. The acts complained of herein occurred, at least in
13 part, within the last four (4) years preceding the filing of the Complaint in this action and
14 continue to the present.

15 90. PLAINTIFFS are informed and believe, and on that basis allege, that at all times
16 herein mentioned DEFENDANT has engaged in unlawful and unfair business practices as
17 proscribed by California Business and Professions Code 17200 *et seq.* by depriving
18 PLAINTIFFS and Class Members of the minimum working conditions and standards due to
19 them under the California Labor Code and IWC Wage Orders as identified herein.

20 91. California Business and Professions Code 17200 *et seq.* prohibits acts of unfair
21 competition, which mean and include any unlawful, unfair, or fraudulent business act or practice.
22 Under California law, wages unlawfully withheld from an employee constitutes an unfair
23 business act, entitling PLAINTIFFS and Class Members to a restitution remedy authorized by
24 California Business and Professions Code section 17203. PLAINTIFFS and Class Members and
25 the general public are, therefore, entitled to the relief requested below.

26 92. In addition, PLAINTIFFS have incurred, on behalf of themselves, and on behalf
27 of the Class Members, and will continue to incur, legal expenses and attorneys' fees.
28 PLAINTIFFS, on behalf of themselves, and on behalf of the Class Members, are presently

1 unaware of the precise amount of these fees and expenses and pray for leave of this Court to
2 amend the Complaint when the amounts are fully known. Pursuant to California Labor Code
3 sections 512 and California Code of Civil Procedure section 1021.5, PLAINTIFFS and Class
4 Members are entitled to recover attorneys' fees, expenses, and costs according to proof.

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME IN VIOLATION OF 29 U.S.C. § 207**

7 **(PLAINTIFFS, Individually and on Behalf of All FLSA Class Members, Against**
8 **DEFENDANT and DOES 1 through 50)**

9 93. The allegations of each of the foregoing paragraphs are re-alleged and
10 incorporated herein by this reference.

11 94. At all relevant times, DEFENDANT was subject to the provisions of the United
12 States Code mentioned herein.

13 95. At all relevant times, PLAINTIFFS allege, on information and belief, that they
14 and the other FLSA Class Members are and/or were engaged in commerce or in the production
15 of goods for commerce, or in an enterprise engaged in commerce for purposes of 29 U.S.C.
16 section 207(a)(1), such that they were entitled to overtime pay for a workweek longer than forty
17 hours at a rate not less than one and one-half times the regular rate at which they are/were
18 employed.

19 96. 29 U.S.C. section 207(a)(1) provides in pertinent part:

20 Except as otherwise provided in this section, no employer shall
21 employ any of his employees who in any workweek is engaged in
22 commerce or in the production of goods for commerce, or is
23 employed in an enterprise engaged in commerce or in the
24 production of goods for commerce, for a workweek longer than
25 forty hours unless such employee receives compensation for his
employment in excess of the hours above specified at a rate not
less than one and one-half times the regular rate at which he is
employed.

26 97. DEFENDANT failed to properly calculate the regular rate of pay of PLAINTIFFS
27 and other FLSA Class Members by failing to include all items of remuneration in the calculation
28 of their regular rate of pay, including but not limited to non-discretionary bonuses, and therefore

1 failed to pay PLAINTIFF and other FLSA Class Members with all overtime wages to which they
2 were entitled under 29 U.S.C. section 207(a)(1).

3 98. DEFENDANT intentionally, willfully, and improperly failed to pay overtime
4 wage to PLAINTIFFS and FLSA Class Members in violation of the FLSA.

5 99. DEFENDANT'S conduct was willful because DEFENDANT knew that
6 PLAINTIFF and FLSA Class Members were entitled to be paid at least one and one-half times
7 their regular rate of pay for all hours worked over forty hours per workweek at all times relevant
8 to the FLSA CLASS, yet DEFENDANT chose not to pay them in accordance thereto.

9 100. As a direct and proximate result of DEFENDANT'S wrongful conduct,
10 PLAINTIFFS and all FLSA Class Members have been damages in amounts to be proven at trial.

11 101. On behalf of themselves and all similarly situated FLSA Class Members who opt
12 into this action, PLAINTIFFS request recovery of all unpaid overtime wages, liquidated
13 damages, interest, and attorneys fees and costs of suit pursuant to 29 U.S.C. section 216(b) in an
14 amount to be proven at trial.

15 **TENTH CAUSE OF ACTION**

16 **CIVIL PENALTIES FOR FAILURE TO PAY MINIMUM WAGE FOR EACH HOUR**
17 **WORKED**

18 **(PLAINTIFFS, Individually and on Behalf of All Similarly Situated Aggrieved Employees,**
19 **Against DEFENDANT and DOES 1 through 50)**

20 102. The allegations of each of the foregoing paragraphs are re-alleged and
21 incorporated herein by this reference.

22 103. At all relevant times, DEFENDANT was subject to the provisions of the
23 California Labor Codes mentioned herein.

24 104. California Labor Code section 2699(a) specifically provides for a private right of
25 action to recover penalties for violations of the Labor Code:

26
27 Notwithstanding any other provision of law, any provision of this
28 code that provides for a civil penalty to be assessed and collected
by the Labor and Workforce Development Agency or any of its
departments, divisions, commissions, boards, agencies, or

1 employees, for a violation of this code, may, as an alternative, be
2 recovered through a civil action brought by an aggrieved employee
3 on behalf of himself or herself and other current or former
4 employees.

5 105. California Labor Code section 2699.3(a) states:

6 A civil action by an aggrieved employee pursuant to subdivision
7 (a) or (f) of Section 2699 alleging a violation of any provision
8 listed in Section 2699.5 shall commence only after the following
9 requirements have been met: (1) The aggrieved employee or
10 representative shall give written notice by certified mail to the
11 Labor and Workforce Development Agency and the employer of
12 the specific provisions of this code alleged to have been violated,
13 including the facts and theories to support the alleged violation.
14 2(A) The agency shall notify the employer and the aggrieved
15 employee or the representative by certified mails that it does not
16 intend to investigate the alleged violation within 30 calendar days
17 of the postmark date of the notice received pursuant to paragraph
18 (1). Upon receipt of that notice or if no notice is provided within
19 33 calendar days of the postmark date the notice given pursuant to
20 paragraph (1), the aggrieved employee may commence a civil
21 action pursuant to Section 2699.

22 106. PLAINTIFFS have exhausted their administrative remedies pursuant to California
23 Labor Code section 2699.3 in that PLAINTIFFS gave written notice of their claims California
24 Labor Code section 2699 *et seq.* to DEFENDANT and to the California Labor and Workforce
25 Development Agency on or about March 21, 2016, and the California Labor and Workforce
26 Development Agency failed to respond to PLAINTIFF's notice within thirty-three days.

27 107. PLAINTIFFS are entitled to recover these penalties for themselves and other
28 current or former aggrieved employees through a civil action filed on their own behalf. These
penalties are in addition to all other remedies permitted by law.

108. DEFENDANT set the policies for, established, controlled, consented to, approved
and/or ratified the non-payment of the wages due to PLAINTIFFS and other current and former
aggrieved employees in violation of the California Labor Code and the applicable Wage Order.

109. DEFENDANT failed to comply with California Labor Code sections, 1194,
1194.2 and 1197 by failing to pay PLAINTIFFS the California minimum wage due
PLAINTIFFS for each hour worked. PLAINTIFFS are therefore entitled to the penalties set forth

1 in the Cal. Labor Code, including but not limited to the penalties set forth California Labor Code
2 sections 210, 225.5, 558, and 1197.1, on behalf of themselves and other current and former
3 aggrieved employees of DEFENDANT, for each and every pay period that DEFENDANT
4 violated California Labor Code sections, 1194, 1194.2 and 1197, or to those penalties set forth in
5 California Labor Code sections 2699(f) if it is determined that there is no established civil
6 penalty for violation of the foregoing provisions of the California Labor Code.

7 110. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
8 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
9 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

10 **ELEVENTH CAUSE OF ACTION**

11 **CIVIL PENALTIES FOR FAILURE TO PAY OVERTIME**

12 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
13 **Against DEFENDANT and DOES 1 through 50)**

14 111. The allegations of each of the foregoing paragraphs are re-alleged and
15 incorporated herein by this reference.

16 112. At all relevant times, DEFENDANT was subject to the provisions of the
17 California Labor Codes and Industrial Welfare Commission Wage Orders mentioned herein.

18 113. PLAINTIFFS have exhausted their administrative remedies pursuant to California
19 Labor Code section 2699.3.

20 114. DEFENDANT failed to comply with California Labor Code section 510 by
21 failing to pay PLAINTIFFS and the other Class Members at the correct hourly rate for those
22 hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, and/or
23 for hours worked on the seventh day of a workweek as required under California law.
24 PLAINTIFFS are therefore entitled to the penalties set forth in the California Labor Code,
25 including but not limited to the penalties set forth in California Labor Code sections 210, 225.5,
26 and 558 on behalf of themselves and other current and former aggrieved employees of
27 DEFENDANT, for each and every pay period that DEFENDANT violated California Labor
28 Code section 510, or to those penalties set forth in California Labor Code section 2699(f) if it is

1 determined that there is no established civil penalty for violation of the foregoing provisions of
2 the California Labor Code.

3 115. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
4 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
5 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

6 116. Pursuant to California Labor Code section 218.6, in any action brought for the
7 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
8 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
9 annum], which shall accrue from the date that the wages are due and payable[.]” PLAINTIFFS
10 and current and former aggrieved employees of DEFENDANT are therefore entitled to said
11 interest.

12 **TWELFTH CAUSE OF ACTION**

13 **CIVIL PENALTIES FOR FAILURE TO PROVIDE MEAL PERIODS**

14 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
15 **Against DEFENDANT and DOES 1 through 50)**

16 117. The allegations of each of the foregoing paragraphs are re-alleged and
17 incorporated herein by this reference.

18 118. At all relevant times, DEFENDANT was subject to the provisions of the
19 California Labor Codes and Industrial Welfare Commission Wage Orders mentioned herein.

20 119. PLAINTIFFS have exhausted their administrative remedies pursuant to California
21 Labor Code section 2699.3.

22 120. DEFENDANT failed to comply with California Labor Code sections 226.7 and
23 512 and Section 11 of the Industrial Welfare Commission Wage Order No. 4 by failing to
24 provide PLAINTIFFS and other aggrieved employees with all meal periods to which
25 PLAINTIFFS and other aggrieved employees were entitled under California law. PLAINTIFFS
26 are therefore entitled to the penalties set forth in the California Labor Code, including but not
27 limited to the penalties set forth in California Labor Code sections 210, 225.5, and 558 on behalf
28 of themselves and other current and former aggrieved employees of DEFENDANT, for each and

1 every pay period that DEFENDANT violated California Labor Code sections 226.7 and 512, or
2 to those penalties set forth in California Labor Code section 2699(f) if it is determined that there
3 is no established civil penalty for violation of the foregoing provisions of the California Labor
4 Code.

5 121. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
6 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
7 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

8 122. Pursuant to California Labor Code section 218.6, in any action brought for the
9 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
10 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
11 annum], which shall accrue from the date that the wages are due and payable[.]” PLAINTIFFS
12 and current and former aggrieved employees of DEFENDANT are therefore entitled to said
13 interest.

14 **THIRTEENTH CAUSE OF ACTION**

15 **CIVIL PENALTIES FOR FAILURE TO PROVIDE REST PERIODS**

16 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
17 **Against DEFENDANT and DOES 1 through 50)**

18 123. The allegations of each of the foregoing paragraphs are re-alleged and
19 incorporated herein by this reference.

20 124. At all relevant times, DEFENDANT was subject to the provisions of the
21 California Labor Codes and Industrial Welfare Commission Wage Orders mentioned herein.

22 125. PLAINTIFFS have exhausted their administrative remedies pursuant to California
23 Labor Code section 2699.3.

24 126. DEFENDANT failed to comply with California Labor Code sections 226.7 and
25 Section 12 of the Industrial Welfare Commission Wage Order No. 4 by failing to provide
26 PLAINTIFFS and other aggrieved employees with all rest periods to which PLAINTIFFS and
27 other aggrieved employees were entitled under California law. PLAINTIFFS are therefore
28 entitled to the penalties set forth in the California Labor Code, including but not limited to the

1 penalties set forth in California Labor Code sections 210, 225.5, and 558 on behalf of themselves
2 and other current and former aggrieved employees of DEFENDANT, for each and every pay
3 period that DEFENDANT violated California Labor Code sections 226.7, or to those penalties
4 set forth in California Labor Code section 2699(f) if it is determined that there is no established
5 civil penalty for violation of the foregoing provisions of the California Labor Code.

6 127. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
7 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
8 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

9 128. Pursuant to California Labor Code section 218.6, in any action brought for the
10 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
11 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
12 annum], which shall accrue from the date that the wages are due and payable[.]” PLAINTIFFS
13 and current and former aggrieved employees of DEFENDANT are therefore entitled to said
14 interest.

15 **FOURTEENTH CAUSE OF ACTION**

16 **CIVIL PENALTIES FOR FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**
17 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
18 **Against DEFENDANT and DOES 1 through 50)**

19 129. The allegations of each of the foregoing paragraphs are re-alleged and
20 incorporated herein by this reference.

21 130. At all relevant times, DEFENDANT was subject to the provisions of the
22 California Labor Codes and Industrial Welfare Commission Wage Orders mentioned herein.

23 131. PLAINTIFFS have exhausted their administrative remedies pursuant California
24 Labor Code section 2699.3.

25 132. DEFENDANT failed to comply with California Labor Code section 226 by
26 failing to provide PLAINTIFFS and other aggrieved employees with itemized wage statements
27 to which PLAINTIFFS and other aggrieved employees were entitled under California law.
28 PLAINTIFFS are therefore entitled to the penalties set forth in the California Labor Code,

1 including but not limited to the penalties set forth in California Labor Code sections 226.3 and
2 1174.5 on behalf of themselves and other current and former aggrieved employees of
3 DEFENDANT, for each and every pay period that DEFENDANT violated California Labor
4 Code sections 226 and 1174, or to those penalties set forth in California Labor Code section
5 2699(f) if it is determined that there is no established civil penalty for violation of the foregoing
6 provisions of the California Labor Code.

7 133. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
8 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
9 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

10 134. Pursuant to California Labor Code section 218.6, in any action brought for the
11 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
12 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
13 annum], which shall accrue from the date that the wages are due and payable[.] PLAINTIFFS
14 and current and former aggrieved employees of DEFENDANT are therefore entitled to said
15 interest.

16 **FIFTEENTH CAUSE OF ACTION**

17 **CIVIL PENALTIES FOR FAILURE TO MAINTAIN ADEQUATE AND ACCURATE**
18 **PAYROLL RECORDS**

19 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
20 **Against DEFENDANT and DOES 1 through 50)**

21 135. The allegations of each of the foregoing paragraphs are re-alleged and
22 incorporated herein by this reference.

23 136. At all relevant times, DEFENDANT was subject to the provisions of the
24 California Labor Codes and Industrial Welfare Commission Wage Orders mentioned herein.

25 137. PLAINTIFFS have exhausted their administrative remedies pursuant to California
26 Labor Code section 2699.3.

27 138. DEFENDANT failed to comply with California Labor Code sections 221, 224,
28 226 and 1174 by failing to provide PLAINTIFFS and other aggrieved employees with itemized

1 wage statements to which PLAINTIFFS and other aggrieved employees were entitled under
2 California law. DEFENDANT's failure to provide accurate wage statements also resulted in their
3 failure to maintain complete and accurate payroll records in accordance with California Labor
4 Code section 1174. PLAINTIFFS are therefore entitled to the penalties set forth in the California
5 Labor Code, including but not limited to the penalties set forth in California Labor Code section
6 1174.5 on behalf of themselves and other current and former aggrieved employees of
7 DEFENDANT, for each and every pay period that DEFENDANT violated California Labor
8 Code section 1174, or to those penalties set forth in California Labor Code section 2699(f) if it is
9 determined that there is no established civil penalty for violation of the foregoing provisions of
10 the California Labor Code.

11 139. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
12 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
13 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

14 140. Pursuant to California Labor Code section 218.6, in any action brought for the
15 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
16 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
17 annum], which shall accrue from the date that the wages are due and payable[.] PLAINTIFFS
18 and current and former aggrieved employees of DEFENDANT are therefore entitled to said
19 interest.

20 **SIXTEENTH CAUSE OF ACTION**

21 **CIVIL PENALTIES FOR FAILURE TO ISSUE NOTICE OF PAY**

22 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
23 **Against DEFENDANT and DOES 1 through 50)**

24 141. The allegations of each of the foregoing paragraphs are re-alleged and
25 incorporated herein by this reference.

26 142. At all relevant times, DEFENDANT was subject to the provisions of the
27 California Labor Codes and Industrial Welfare Commission Wage Orders mentioned herein.

28 ///

1 143. PLAINTIFFS have exhausted their administrative remedies pursuant to California
2 Labor Code section 2699.3.

3 144. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT
4 failed to comply with California Labor Code section 2810.5 by failing to provide to
5 PLAINTIFFS and other aggrieved employees a written notice, in the language the employer
6 normally uses to communicate employment-related information to the employee, containing the
7 following information:

- 8
- 9 (a) The rate or rates of pay and basis thereof, whether paid by
10 otherwise, including any rates for overtime, as applicable;
 - 11 (b) Allowances, if any, claimed as part of the minimum wage,
12 including meal or lodging allowances;
 - 13 (c) The regular payday designated by the employer in
14 accordance with the requirements of this code;
 - 15 (d) The name of the employer, including any "doing business
16 as" names used by the employer;
 - 17 (e) The physical address of the employer's main office or
18 principal place of business, and a mailing address, if
19 different;
 - 20 (f) The telephone number of the employer;
 - 21 (g) The name, address, and telephone number of the
22 employer's workers' compensation insurance carrier;
 - 23 (h) That an employee: may accrue and use sick leave; has a
24 right to request and use accrued paid sick leave; may not be
25 terminated or retaliated against for using or requesting the
26 use of accrued paid sick leave; and has the right to file a
27 complaint against an employer who retaliates.

28 145. PLAINTIFFS are therefore entitled to the penalties set forth in the California
Labor Code for each and every pay period that DEFENDANT violated California Labor Code
section 2810.5, or to those penalties set forth in California Labor Code section 2699(f) if it is

1 determined that there is no established civil penalty for violation of the foregoing provisions of
2 the California Labor Code.

3 146. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
4 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
5 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

6 147. Pursuant to California Labor Code section 218.6, in any action brought for the
7 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
8 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
9 annum], which shall accrue from the date that the wages are due and payable[.] PLAINTIFFS
10 and current and former aggrieved employees of DEFENDANT are therefore entitled to said
11 interest.

12 **SEVENTEENTH CAUSE OF ACTION**

13 **CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE AND PAYABLE TWICE**
14 **EACH CALENDAR MONTH**
15 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
16 **Against DEFENDANT and DOES 1 through 50)**

17 148. The allegations of each of the foregoing paragraphs are re-alleged and
18 incorporated herein by this reference.

19 149. At all relevant times, DEFENDANT was subject to the provisions of the
20 California Labor Codes and Industrial Welfare Commission Wage Orders mentioned herein.

21 150. PLAINTIFFS have exhausted their administrative remedies pursuant to California
22 Labor Code section 2699.3.

23 151. DEFENDANT failed to comply with California Labor Code section 204 by
24 failing to timely pay twice during each calendar month all wages owed to PLAINTIFFS and
25 other aggrieved employees were entitled. PLAINTIFFS are therefore entitled to the penalties set
26 forth in the California Labor Code, including but not limited to the penalties set forth in
27 California Labor Code section 210 on behalf of themselves and other current and former
28 aggrieved employees of DEFENDANT, for each and every pay period that DEFENDANT

1 violated California Labor Code section 204, or to those penalties set forth in California Labor
2 Code section 2699(f) if it is determined that there is no established civil penalty for violation of
3 the foregoing provisions of the California Labor Code.

4 152. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
5 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
6 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

7 153. Pursuant to California Labor Code section 218.6, in any action brought for the
8 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
9 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
10 annum], which shall accrue from the date that the wages are due and payable[.] PLAINTIFFS
11 and current and former aggrieved employees of DEFENDANT are therefore entitled to said
12 interest.

13 **EIGHTEENTH CAUSE OF ACTION**

14 **CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE UPON DEMAND**

15 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
16 **Against DEFENDANT and DOES 1 through 50)**

17 154. The allegations of each of the foregoing paragraphs are re-alleged and
18 incorporated herein by this reference.

19 155. At all relevant times, DEFENDANT was subject to the provisions of the
20 California Labor Codes and Industrial Welfare Commission Wage Orders mentioned herein.

21 156. PLAINTIFFS have exhausted their administrative remedies pursuant to Cal.
22 Labor Code section 2699.3.

23 157. DEFENDANT failed to comply with California Labor Code section 216 by,
24 having the ability to pay, willfully refusing to pay wages due and payable upon demand, and/or
25 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
26 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
27 hinder, delay, or defraud PLAINTIFFS and other aggrieved employees to whom such
28 indebtedness is due. PLAINTIFFS are therefore entitled to the penalties set forth in the

1 California Labor Code, including but not limited to the penalties set forth in California Labor
2 Code section 225.5, on behalf of themselves and other current and former aggrieved employees
3 of DEFENDANT, for each and every pay period that DEFENDANT violated California Labor
4 Code section 216, or to those penalties set forth in California Labor Code section 2699(f) if it is
5 determined that there is no established civil penalty for violation of the foregoing provisions of
6 the California Labor Code.

7 158. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
8 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
9 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

10 159. Pursuant to California Labor Code section 218.6, in any action brought for the
11 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
12 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
13 annum], which shall accrue from the date that the wages are due and payable[.] PLAINTIFFS
14 and current and former aggrieved employees of DEFENDANT are therefore entitled to said
15 interest.

16 **NINETEENTH CAUSE OF ACTION**

17 **CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE UPON TERMINATION**
18 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
19 **Against DEFENDANT and DOES 1 through 50)**

20 160. The allegations of each of the foregoing paragraphs are re-alleged and
21 incorporated herein by this reference.

22 161. At all relevant times, DEFENDANT was subject to the provisions of the
23 California Labor Codes and Industrial Welfare Commission Wage Orders mentioned herein.

24 162. PLAINTIFFS have exhausted their administrative remedies pursuant to Cal.
25 Labor Code section 2699.3.

26 163. DEFENDANT failed to comply with California Labor Code section sections 201,
27 202 and 203 by failing to provide Plaintiff JULIAN SMOTHERS and other former aggrieved
28 employees with wages due upon termination of their employment. Plaintiff JULIAN

1 SMOTHERS is therefore entitled to the penalties set forth in California Labor Code section 256
2 on behalf of herself and other current and former aggrieved employees of DEFENDANT, for
3 each and every pay period that DEFENDANT violated California Labor Code sections 201
4 through 203, or to those penalties set forth in California Labor Code section 2699(f) if it is
5 determined that there is no established civil penalty for violation of the foregoing provisions of
6 the California Labor Code.

7 164. In addition, PLAINTIFFS seek an award of reasonable attorneys' fees and costs
8 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
9 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

10 165. Pursuant to California Labor Code section 218.6, in any action brought for the
11 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
12 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
13 annum], which shall accrue from the date that the wages are due and payable[.] PLAINTIFFS
14 and current and former aggrieved employees of DEFENDANT are therefore entitled to said
15 interest.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, PLAINTIFFS pray as follows:

18 166. For the Court to determine that the aforementioned Causes of Action may be
19 maintained as a Class Action;

20 167. For the Court to determine that the attorneys appearing in the above caption may
21 be named as Class Counsel;

22 168. For restitutionary and compensatory damages in an amount according to proof
23 and with interest thereon, including, but not limited to unpaid minimum, regular, overtime,
24 and/or double time wages;

25 169. For DEFENDANT be found to have engaged in unfair competition in violation of
26 California Business and Professions Code section 17200 *et seq.*;

27 170. For DEFENDANT be ordered and enjoined to make restitution to PLAINTIFFS
28 and the Class Members due to their unfair competition, including disgorgement of their

1 wrongfully obtained revenues, earnings, profits, compensation, and benefits pursuant to
2 California Business and Professions Code sections 17203 and 17204;

3 171. For DEFENDANT be enjoined from continuing the unlawful course of conduct
4 alleged herein;

5 172. For DEFENDANT further be enjoined to cease and desist from unfair
6 competition in violation of the California Business and Professions Code section 17200 *et seq.*;

7 173. For DEFENDANT be enjoined from further acts of restraint of trade or unfair
8 competition;

9 174. For payment of penalties for non-payment of wages to PLAINTIFFS and the
10 Class Members in accordance with California Labor Code sections 201, 202, and 203 and/or
11 California Business and Professions Code section 17202;

12 175. For penalties pursuant to Labor Code section 2699 to PLAINTIFFS on behalf of
13 themselves and all other current and former aggrieved employees of DEFENDANT;

14 176. For interest, attorneys' fees, and costs of suit under California Labor Code
15 sections 218.6, 226, 1194, 2699 and California Code of Civil Procedure section 1021.5;

16 177. That DEFENDANT be ordered to show cause why it should not be enjoined and
17 ordered to comply with the applicable California Labor Code sections and IWC Wage Orders
18 related to payment of wages;

19 178. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

PLAINTIFFS, on behalf of themselves and all similarly situated Class Members, hereby demand trial by jury of Causes of Action One through Nineteen to the extent authorized by law.

Dated: April 5, 2017

SUTTON HAGUE LAW CORPORATION
A California Professional Corporation



By: _____

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