

1 John G. Yslas (SBN 187324)
2 jyslas@wilshirelawfirm.com
3 Jeffrey C. Bills (SBN 301629)
4 jbils@wilshirelawfirm.com
5 Aram Boyadjian (SBN 334009)
6 aboyadjian@wilshirelawfirm.com
7 Andrew Sandoval (SBN 346996)
8 andrew.sandoval@wilshirelawfirm.com

WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

9 Attorneys for Plaintiff

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN FRANCISCO**

CGC-24-612506

13 DOMINIC DULANEY, individually, and on
14 behalf of all others similarly situated,

15 *Plaintiff,*

16 v.

17 KQED, INC., a California corporation; and
18 DOES 1 through 10, inclusive,

19 *Defendants.*

Case No.:

CLASS ACTION COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5); and
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

DEMAND FOR JURY TRIAL

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

02/20/2024
Clerk of the Court

BY: JAMES FORONDA
Deputy Clerk

1 Plaintiff Dominic Dulaney (“Plaintiff”), on information and belief, alleges as follows:

2 **INTRODUCTION & PRELIMINARY STATEMENT**

3 1. Plaintiff brings this action against Defendants KQED, Inc. and DOES 1 through 10
4 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and
5 unfair business practices stemming from Defendants’ failure to pay for all hours worked
6 (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize
7 and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage
8 statements, failure to indemnify employees for expenditures, and failure to produce requested
9 employment records.

10 2. Plaintiff brings the First through Ninth Causes of Action individually and as a class
11 action on behalf of Plaintiff and certain current and former employees of Defendants (hereinafter
12 collectively referred to as the “Class” or “Class Members,” and defined more fully below). The
13 Class consists of Plaintiff and all other persons who have been employed by any Defendant in
14 California as an hourly-paid or non-exempt employee during the statute of limitations period
15 applicable to the claims pleaded here.

16 3. Defendants own/owned and operate/operated an industry, business, and
17 establishment within the State of California, including San Francisco. As such, and based upon all
18 the facts and circumstances incident to Defendants’ business in California, Defendants are subject
19 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),
20 and the California Business & Professions Code.

21 4. Despite these requirements, throughout the statutory period, Defendants have, at
22 times:

- 23 (a) Failed to pay employees, or some of them, for all hours worked, including
24 all minimum, straight time, and overtime wages in compliance with the
25 California Labor Code and IWC Wage Orders;
- 26 (b) Failed to provide employees, or some of them, with timely and duty-free
27 meal periods in compliance with the California Labor Code and IWC Wage
28 Orders, failed to maintain accurate records of all meal periods taken or

1 missed, and failed to pay an additional hour's pay for each workday a meal
2 period violation occurred;

3 (c) Failed to authorize and permit employees, or some of them, to take timely
4 and duty-free rest periods in compliance with the California Labor Code and
5 IWC Wage Orders, and failed to pay an additional hour's pay for each
6 workday a rest period violation occurred;

7 (d) Willfully failed to pay employees, or some of them, all minimum wage,
8 straight time wages, overtime wages, meal period premium wages, and rest
9 period premium wages due within the time period specified by California
10 law when employment terminates;

11 (e) Failed to provide employees, or some of them, with accurate, itemized wage
12 statements containing all the information required by the California Labor
13 Code and IWC Wage Orders;

14 (f) Failed to indemnify employees, or some of them, for expenditures incurred
15 in direct discharge of duties of employment; and

16 (g) Failed to timely produce requested employment records as required by the
17 California Labor Code and IWC Wage Order.

18 5. On information and belief, Defendants were on actual and constructive notice of the
19 improprieties alleged herein and intentionally refused to rectify their unlawful conduct.
20 Defendants' violations, as alleged above, during all relevant times herein were willful and
21 deliberate.

22 6. At all relevant times, Defendants were and are legally responsible for all of the
23 unlawful conduct, policies, acts and omissions as described in each and all of the foregoing
24 paragraphs as the employers of Plaintiff and the Class. Further, Defendants are responsible for
25 each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat
26 superior."

27 ///

28 ///

1 **THE PARTIES**

2 **A. Plaintiff**

3 7. Plaintiff Dominic Dulaney is a resident of Antioch, California who worked for
4 Defendants in San Francisco County, California as an hourly-paid, non-exempt employee from
5 approximately May 2018 to approximately November 2022.

6 8. Plaintiff reserves the right to seek leave to amend this complaint to add new
7 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
8 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

9 **B. Defendants**

10 9. Plaintiff is informed and believes, and based upon that information and belief
11 alleges, that Defendant KQED, Inc. is, and at all times herein mentioned, was:

- 12 (a) A business entity conducting business in numerous counties throughout the
13 State of California, including San Francisco County; and,
- 14 (b) The former employer of Plaintiff, and the current and/or former employer of
15 the putative Class because Defendant KQED, Inc. suffered and permitted
16 Plaintiff and the Class to work; and/or exercised control over their wages,
17 hours, or working conditions; and/or engaged Plaintiff and the Class, thereby
18 creating a common law employment relationship.

19 10. Plaintiff does not know the true names or capacities of the persons or entities sued
20 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
21 of the Doe Defendants was in some manner legally responsible for the damages suffered by
22 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true
23 names and capacities of these Defendants when they have been ascertained, together with
24 appropriate charging allegations, as may be necessary.

25 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
26 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
27 injured a significant number of the Plaintiff and the Class in the State of California.

28 ///

1 15. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and the
2 Class, or some of them, for all hours worked, including minimum, straight time, and overtime
3 wages. Defendants would, at times, manufacture time keeping records to falsely show that Plaintiff
4 and the Class took meal periods when in fact they worked “off-the-clock,” uncompensated. The
5 effect is that Plaintiff and the Class, or some of them, worked through meal periods “off-the-clock,”
6 and continued to work after they had clocked out for the workday. Defendants paid Plaintiff and
7 the Class, or some of them, less than all their work time. Much of this unpaid work should have
8 been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to
9 maintain accurate records of the hours Plaintiff and the Class, or some of them, worked.

10 16. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
11 and the Class, or some of them, with legally compliant meal periods. Defendants required Plaintiff
12 and the Class, or some of them, to work in excess of five consecutive hours a day without providing
13 a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without
14 compensating Plaintiff and the Class, or some of them, for all missed meal periods that were not
15 provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued
16 to assert control over Plaintiff and the Class, or some of them, by requiring, pressuring, or
17 encouraging them to perform work tasks which could not be completed without working in lieu of
18 taking mandatory meal periods, or by denying Plaintiff and the Class, or some of them, permission
19 to take a meal period. Defendants also failed, at times, to permit Plaintiff to take a second meal
20 period when Plaintiff worked at least ten hours of work in a workday. As described above,
21 Defendants would manufacture time keeping records to falsely show that Plaintiff and the Class,
22 or some of them, took meal periods by the fifth hour of work or took meal periods when in fact
23 they worked off-the-clock, uncompensated. Accordingly, Defendants failed to provide meal
24 periods to Plaintiff and the Class, or some of them, in compliance with California law.

25 17. Throughout the statutory period, Defendants have, at times, wrongfully failed to
26 authorize and permit Plaintiff and the Class, or some of them, to take legally compliant rest periods.
27 Defendants required Plaintiff and the Class, or some of them, to work in excess of four consecutive
28 hours a day without Defendants authorizing and permitting them to take a 10-minute,

1 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
2 or without compensating Plaintiff and the Class, or some of them, for rest periods that were not
3 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
4 Class, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which
5 could not be completed without working in lieu of taking mandatory rest periods, or by denying
6 Plaintiff and the Class, or some of them, permission to take a rest period. Accordingly, Defendants
7 failed to authorize and permit Plaintiff and the Class, or some of them, to take rest periods in
8 compliance with California law.

9 18. Throughout the statutory period, Defendants, at times, willfully failed and refused
10 to timely pay Plaintiff and the Class, or some of them, all final wages due at their termination of
11 employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures,
12 minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period
13 premium wages owed to Plaintiff by Defendants at the conclusion of Plaintiff's employment. On
14 information and belief, Defendants' failure to timely pay Plaintiff's final wages when Plaintiff's
15 employment terminated was not a single, isolated incident, but was instead consistent with
16 Defendants' practices that applied, at times, to Plaintiff and the Class.

17 19. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and
18 the Class, or some of them, with accurate, itemized wage statements showing all applicable hourly
19 rates, and all gross and net wages earned (including correct hours worked, correct wages for meal
20 periods that were not provided in accordance with California law, and correct wages for rest
21 periods that were not authorized and permitted to take in accordance with California law). As a
22 result of these violations of California Labor Code § 226(a), the Plaintiff and the Class, or some of
23 them, suffered injury because, among other things:

- 24 (a) the violations led them to believe that they were not entitled to be paid
25 minimum wage, straight time wages, overtime wages, meal period premium
26 wages, and rest period premium wages, even though they were entitled;
- 27 (b) the violations led them to believe that they had been paid the minimum wage,
28 straight time wages, overtime wages, meal period premium wages, and rest

1 period premium wages, even though they had not been;

2 (c) the violations led them to believe they were not entitled to be paid minimum
3 wage, straight time wages, overtime wages, meal period premium wages,
4 and rest period premium wages at the correct California rate even though
5 they were entitled;

6 (d) the violations led them to believe they had been paid minimum wage,
7 straight time wages, overtime wages, meal period premium wages, and rest
8 period premium wages at the correct California rate even though they had
9 not been;

10 (e) the violations hindered them from determining the amounts of minimum
11 wage, straight time wages, overtime wages, meal period premium wages,
12 and rest period premium wages owed to them;

13 (f) in connection with their employment before and during this action, and in
14 connection with prosecuting this action, the violations caused them to have
15 to perform mathematical computations to determine the amounts of wages
16 owed to them, computations they would not have to make if the wage
17 statements contained the required accurate information;

18 (g) by understating the wages truly due to them, the violations caused them to
19 lose entitlement and/or accrual of the full amount of Social Security,
20 disability, unemployment, and other governmental benefits;

21 (h) the wage statements inaccurately understated the wages, hours, and wage
22 rates to which Plaintiff and the Class, or some of them, were entitled, and
23 Plaintiff and the Class, or some of them, were paid less than the wages and
24 wage rates to which they were entitled.

25 Thus, Plaintiff and the Class, or some of them, are owed the amounts provided for in California
26 Labor Code § 226(e).

27 20. Throughout the statutory period, Defendants have wrongfully required Plaintiff and
28 the Class, or some of them, to pay expenses that they incurred in direct discharge of their duties

1 for Defendants. Plaintiff and the Class, or some of them, paid out-of-pocket for necessary
2 employment-related expenses.

3 21. Plaintiff and the Class, or some of them, incurred substantial expenses as a direct
4 result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff
5 and the Class, or some of them, for these employment-related expenses.

6 22. Plaintiff sent written requests through Plaintiff's counsel to Defendants for
7 Plaintiff's personnel file, pay records, wage statements, timekeeping records, and other
8 employment-related documents pursuant to Labor Code section 226 and 1198.5. However,
9 Defendants failed to timely produce the requested employment records, in violation of Labor Code
10 sections 226 and 1198.5.

11 CLASS ACTION ALLEGATIONS

12 23. Plaintiff brings certain claims individually, as well as on behalf of each and all other
13 persons similarly situated, and thus, seeks class certification under California Code of Civil
14 Procedure § 382.

15 24. All claims alleged herein arise under California law for which Plaintiff seeks relief
16 authorized by California law.

17 25. The proposed Class consists of and is defined as:

18 All persons who worked for any Defendant in California as an hourly-paid or
19 non-exempt employee at any time during the period beginning four years and 178
20 days before the filing of the initial complaint in this action and ending when
notice to the Class is sent.¹

21 26. At all material times, Plaintiff was a member of the Class.

22 27. Plaintiff undertakes this concerted activity to improve the wages and working
23 conditions of all Class Members.

24 28. There is a well-defined community of interest in the litigation and the Class is
25 readily ascertainable:

26 ///

27 _____
28 ¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a)
(California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180
days are tolled from April 6, 2020 to October 1, 2020."

- 1 (a) Numerosity: The members of the Class (and each subclass, if any) are so
2 numerous that joinder of all members would be unfeasible and impractical.
3 The membership of the entire Class is unknown to Plaintiff at this time;
4 however, the Class is estimated to be greater than forty (40) individuals and
5 the identity of such membership is readily ascertainable by inspection of
6 Defendants' records.
- 7 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
8 the interests of each Class Member with whom there is a shared, well-
9 defined community of interest, and Plaintiff's claims (or defenses, if any)
10 are typical of all Class Members' claims as demonstrated herein.
- 11 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
12 the interests of each Class Member with whom there is a shared, well-
13 defined community of interest and typicality of claims, as demonstrated
14 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
15 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
16 rules governing class action discovery, certification, and settlement. Plaintiff
17 has incurred, and throughout the duration of this action, will continue to
18 incur costs and attorneys' fees that have been, are, and will be necessarily
19 expended for the prosecution of this action for the substantial benefit of each
20 class member.
- 21 (d) Superiority: A Class Action is superior to other available methods for the
22 fair and efficient adjudication of the controversy, including consideration of:
23 1) The interests of the members of the Class in individually controlling
24 the prosecution or defense of separate actions;
25 2) The extent and nature of any litigation concerning the controversy
26 already commenced by or against members of the Class;
27 3) The desirability or undesirability of concentrating the litigation of the
28 claims in the particular forum; and,

1 4) The difficulties likely to be encountered in the management of a class
2 action.

3 (e) Public Policy Considerations: The public policy of the State of California is
4 to resolve the California Labor Code claims of many employees through a
5 class action. Indeed, current employees are often afraid to assert their rights
6 out of fear of direct or indirect retaliation. Former employees are also fearful
7 of bringing actions because they believe their former employers might
8 damage their future endeavors through negative references and/or other
9 means. Class actions provide the class members who are not named in the
10 complaint with a type of anonymity that allows for the vindication of their
11 rights at the same time as their privacy is protected.

12 29. There are common questions of law and fact as to the Class (and each subclass, if
13 any) that predominate over questions affecting only individual members, including without
14 limitation, whether, as alleged herein, Defendants have:

- 15 (a) Failed to pay Class Members for all hours worked, including minimum,
16 straight time, and overtime wages;
- 17 (b) Failed to provide meal periods and pay meal period premium wages to Class
18 Members;
- 19 (c) Failed to authorize and permit rest periods and pay rest period premium
20 wages to Class Members;
- 21 (d) Failed to provide Class Members with timely final wages;
- 22 (e) Failed to provide Class Members with accurate wage statements;
- 23 (f) Failed to indemnify Class Members for expenditures;
- 24 (g) Failed to produce requested employment records; and
- 25 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
26 result of their illegal conduct as described above.

27 30. This Court should permit this action to be maintained as a class action pursuant to
28 California Code of Civil Procedure § 382 because:

- 1 (a) The questions of law and fact common to the Class predominate over any
2 question affecting only individual Class Members;
- 3 (b) A class action is superior to any other available method for the fair and
4 efficient adjudication of the claims of the Class Members;
- 5 (c) The members of the Class are so numerous that it is impractical to bring all
6 members of the class before the Court;
- 7 (d) Plaintiff, and the other members of the Class, will not be able to obtain
8 effective and economic legal redress unless the action is maintained as a
9 class action;
- 10 (e) There is a community of interest in obtaining appropriate legal and equitable
11 relief for the statutory violations, and in obtaining adequate compensation
12 for the damages and injuries for which Defendants are responsible in an
13 amount sufficient to adequately compensate the members of the Class for
14 the injuries sustained;
- 15 (f) Without class certification, the prosecution of separate actions by individual
16 members of the Class would create a risk of:
- 17 1) Inconsistent or varying adjudications with respect to individual
18 members of the Class which would establish incompatible standards
19 of conduct for Defendants; and/or,
- 20 2) Adjudications with respect to the individual members which would,
21 as a practical matter, be dispositive of the interests of other members
22 not parties to the adjudications, or would substantially impair or
23 impede their ability to protect their interests, including but not
24 limited to the potential for exhausting the funds available from those
25 parties who are, or may be, responsible Defendants; and,
- 26 (g) Defendants have acted or refused to act on grounds generally applicable to
27 the Class, thereby making final injunctive relief appropriate with respect to
28 the class as a whole.

1 employees of Defendants.

2 46. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class, or some
3 of them, overtime compensation for the hours they have worked in excess of the maximum hours
4 permissible by law as required by California Labor Code §§ 510 and 1198.

5 47. By virtue of Defendants' unlawful failure to pay additional premium rate
6 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
7 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
8 them, but which exceed the jurisdictional minimum of this Court and which will be ascertained
9 according to proof at trial.

10 48. By failing to keep adequate time records required by Labor Code § 1174(d),
11 Defendants have made it difficult to calculate the full extent of overtime compensation due to
12 Plaintiff and the Class.

13 49. Plaintiff and the Class also request recovery of overtime compensation according to
14 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
15 the assessment of any statutory penalties against Defendants, in a sum as provided by the California
16 Labor Code and/or other statutes.

17 50. California Labor Code § 204 requires employers to provide employees with all
18 wages due and payable twice a month. The Wage Orders also provide that every employer shall
19 pay to each employee, on the established payday for the period involved, overtime wages for all
20 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
21 with all compensation due, in violation of California Labor Code § 204.

22 **THIRD CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Provide Meal Periods)**

24 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
25 1 through 31 in this Complaint.

26 52. Under California law, Defendants have an affirmative obligation to relieve the
27 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than at the
28 end of Plaintiff and the Class' fifth hour of work in a workday, and to take their second meal

1 periods no later than at the end of the tenth hour of work in the workday. California Labor Code §
2 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
3 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
4 California Labor Code § 226.7 for an employer to require any employee to work during any meal
5 period mandated under any Wage Order.

6 53. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff
7 and the Class, or some of them, with both meal periods as required by California law. By their
8 failure to permit and authorize Plaintiff and the Class, or some of them, to take all meal periods as
9 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
10 uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code
11 § 226.7 and the applicable Wage Orders.

12 54. Under California law, Plaintiff and the Class are entitled to be paid one hour of
13 additional wages for each workday he or she was not provided with all required meal period(s),
14 plus interest thereon.

15 **FOURTH CAUSE OF ACTION**

16 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

17 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 31 in this Complaint.

19 56. Defendants are required by California law to authorize and permit breaks of ten
20 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
21 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
22 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
23 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
24 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
25 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an
26 employer to require any employee to work during any rest period mandated under any Wage Order.

27 57. Despite these legal requirements, Defendants at times failed to authorize Plaintiff
28 and the Class, or some of them, to take rest breaks, regardless of whether employees worked more

1 than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to
2 take rest periods as alleged above (or due to the fact that Defendants made it impossible or
3 impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions
4 of California Labor Code § 226.7 and the applicable Wage Orders.

5 58. Under California law, Plaintiff and the Class are entitled to be paid one hour of
6 premium wages rate for each workday he or she was not provided with all required rest break(s),
7 plus interest thereon.

8 **FIFTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 10 **Penalties)**

11 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
12 1 through 31 in this Complaint.

13 60. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
14 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
15 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
16 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
17 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
18 which case the employee is entitled to his or her wages at the time of quitting.

19 61. Within the applicable statute of limitations, the employment of many other members
20 of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will
21 be. However, during the relevant time period, Defendants at times failed, and continue to fail, to
22 pay terminated Class Members, without abatement, all wages required to be paid by California
23 Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of
24 their leaving Defendants' employ.

25 62. Defendants' failure to pay those Class members who are no longer employed by
26 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
27 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
28 202.

1 failure to correctly identify the gross wages earned by Plaintiff and the Class, or some of them, the
2 failure to list the true “total hours worked by the employee,” and the failure to list the true net
3 wages earned.

4 69. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and
5 the Class have suffered injury and damage to their statutorily protected rights.

6 70. Specifically, Plaintiff and the members of the Class have been injured by
7 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both
8 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
9 statements under California Labor Code § 226(a).

10 71. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
11 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a
12 result of having to bring this action to attempt to obtain correct wage information following
13 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
14 laws and regulations.

15 72. Plaintiff and the Class are entitled to recover from Defendants the greater of their
16 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or
17 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

18 73. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
19 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code
20 § 226(h).

21 **SEVENTH CAUSE OF ACTION**

22 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

23 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
24 1 through 31 in this Complaint.

25 75. As set forth above, Plaintiff and the Class, or some of them, were required to incur
26 substantial necessary expenditures and losses in direct consequence of the discharge of their duties
27 or of their obedience to directions of Defendants.

28

1 constitute unlawful business acts and practices in violation of California Business & Professions
2 Code §§ 17200, *et seq.*

3 92. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
4 predicated on the violation of any state or federal law. All of the acts described herein as violations
5 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
6 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
7 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
8 & Professions Code §§ 17200, *et seq.*

9 **Failure to Pay Minimum and Straight Time Wages**

10 93. Defendants' failure to pay minimum and straight time wages, and other benefits in
11 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
12 California Business & Professions Code §§ 17200, *et seq.*

13 **Failure to Pay Overtime Wages**

14 94. Defendants' failure to pay overtime compensation and other benefits in violation of
15 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
16 prohibited by California Business & Professions Code §§ 17200, *et seq.*

17 **Failure to Provide Meal Periods**

18 95. Defendants' failure to provide meal periods in accordance with California Labor
19 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
20 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

21 **Failure to Authorize and Permit Rest Periods**

22 96. Defendants' failure to authorize and permit rest periods in accordance with
23 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
24 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

25 **Failure to Indemnify Business Expenses**

26 97. Defendants' failure to reimburse expenses incurred in accordance with California
27 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
28 California Business & Professions Code §§ 17200, *et seq.*

1 98. By and through their unfair, unlawful and/or fraudulent business practices described
2 herein, Defendants, have obtained valuable property, money and services from Plaintiff, and all
3 persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of
4 valuable rights and benefits guaranteed by law, all to their detriment.

5 99. Plaintiff and the Class Members suffered monetary injury as a direct result of
6 Defendants' wrongful conduct.

7 100. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
8 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
9 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
10 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
11 the Class are not obligated to establish individual knowledge of the wrongful practices of
12 Defendants in order to recover restitution.

13 101. Plaintiff, individually, and on behalf of members of the putative class, is further
14 entitled to and does seek a declaration that the above-described business practices are unfair,
15 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
16 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
17 in the future.

18 102. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
19 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
20 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
21 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
22 individually, and on behalf of members of the putative Class, has suffered and will continue to
23 suffer irreparable harm unless the Defendants are restrained from continuing to engage in said
24 unfair, unlawful and/or fraudulent business practices.

25 103. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
26 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
27 withholdings.

28 ///

1 overtime wages due;

2 11. For unpaid wages at overtime wage rates as may be appropriate;

3 12. For pre-judgment interest on any unpaid overtime compensation commencing from
4 the date such amounts were due;

5 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
6 California Labor Code § 1194(a); and,

7 14. For such other and further relief as the Court may deem equitable and appropriate.

8 As to the Third Cause of Action

9 15. That the Court declare, adjudge, and decree that Defendants violated California
10 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

11 16. For unpaid meal period premium wages as may be appropriate;

12 17. For pre-judgment interest on any unpaid compensation commencing from the date
13 such amounts were due;

14 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
15 and for costs of suit incurred herein; and,

16 19. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Fourth Cause of Action

18 20. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

20 21. For unpaid rest period premium wages as may be appropriate;

21 22. For pre-judgment interest on any unpaid compensation commencing from the date
22 such amounts were due;

23 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
24 and for costs of suit incurred herein; and,

25 24. For such other and further relief as the Court may deem equitable and appropriate.

26 As to the Fifth Cause of Action

27 25. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of

1 termination of the employment;

2 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
3 employees who have left Defendants' employ;

4 27. For pre-judgment interest on any unpaid wages from the date such amounts were
5 due;

6 28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

7 29. For such other and further relief as the Court may deem equitable and appropriate.

8 As to the Sixth Cause of Action

9 30. That the Court declare, adjudge, and decree that Defendants violated the record
10 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
11 willfully failed to provide accurate itemized wage statements thereto;

12 31. For all actual damages, according to proof;

13 32. For statutory penalties pursuant to California Labor Code § 226(e);

14 33. For injunctive relief to ensure compliance with this section, pursuant to California
15 Labor Code § 226(h);

16 34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

17 35. For such other and further relief as the Court may deem equitable and appropriate.

18 As to the Seventh Cause of Action

19 36. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

21 37. For unpaid wages or unreimbursed business expenses as may be appropriate;

22 38. For pre-judgment interest on any unpaid compensation commencing from the date
23 such amounts were due;

24 39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

25 40. For such other and further relief as the Court may deem equitable and appropriate.

26 As to the Eighth Cause of Action

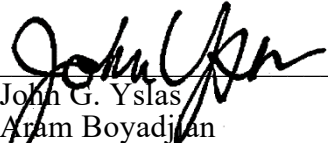
27 41. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code § 226 and 1198.5 by willfully failing to produce employment records;

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: February 20, 2024

WILSHIRE LAW FIRM

By: 
John G. Yslas
Aram Boyadjan
Jeffrey C. Bils
Andrew Sandoval

Attorneys for Plaintiff

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28