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16 other persons similarly situated

17
18 SUPERIOR COURT OF CALIFORNIA
19 COUNTY OF SANTA CRUZ, CIVIL DIVISION

20 ANTHONY BURSON-THOMAS, an individual,
21 on behalf of himself and on behalf of all others
22 similarly situated,

23 Plaintiffs,

24 vs.

25 BEST WESTERN ALL SUITE, LLC., an
26 unknown business entity; PRAFUL PATEL, an
27 individual, and DOES 1 through 100, inclusive,

28 Defendants.

CASE NO. **CV 179 68 4**

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME COMPENSATION;
2. FAILURE TO PAY WAGES FOR HOURS WORKED;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. FAILURE TO REIMBURSE LAWFUL BUSINESS EXPENSES;
6. FAILURE TO PROVIDE ITEMIZED STATEMENTS;
7. FAILURE TO PAY WAGES TWICE MONTHLY;
8. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT
9. UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES; and
10. VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT

DEMAND FOR JURY TRIAL

FILED BY FACSIMILE

1 Plaintiff, ANTHONY BURSON-THOMAS, on behalf of himself and all others similarly
2 situated (hereinafter “Plaintiff”), complain of Defendants, and each of them, and for causes of action
3 alleges:

4 **1. INTRODUCTION**

5 1. This is a class action, pursuant to California Code of Civil Procedure § 382, on behalf
6 of Plaintiff and all non-exempt employees employed by, or formerly employed by BEST WESTERN
7 ALL SUITE, LLC, an unknown business entity, PRAFUL PATEL, an individual, and DOES 1
8 through 100, and any subsidiaries or affiliated companies (hereinafter collectively referred to as
9 “Defendants”), within the State of California. The non-exempt employees employed by or formerly
10 employed by Defendants within the State of California are hereinafter referred to individually as
11 “Class Members” and collectively as the “Class” or “Classes.”

12 2. From at least **July 2010** to the filing of this action and through to the present,
13 Defendants consistently maintained and enforced against Defendants’ non-exempt employees, among
14 others, the following unlawful practices and policies, in violation of California state wage and hour
15 laws:

- 16 (a) During the Relevant Time Period, Defendant has had a consistent policy of requiring
17 employees to work more than eight (8) hours in any given day and/or more than forty
18 (40) hours in any given week, and not pay overtime compensation pursuant to
19 applicable California Labor Code requirements;
- 20 (b) During the Relevant Time Period, Defendant has had a consistent policy of failing to
21 pay its employees wages for all hours worked;
- 22 (c) During the Relevant Time Period, Defendant has had a consistent policy of requiring
23 Class Members within the State of California, including Plaintiffs, to work at least
24 five (5) hours without a lawful meal period and failing to pay such employees one (1)
25 hour of pay at the employees’ regular rate of compensation for each workday that the
26 meal period is not provided, as required by California state wage and hour laws;
- 27 (d) During the Relevant Time Period, Defendants have had a consistent policy of failing
28 to provide Class Members within the State of California, including Plaintiffs, rest

1 periods of at least (10) minutes per three and a half (3.5) hours worked and failing to
2 pay such employees one (1) hour of pay at the employees regular rate of
3 compensation for each workday that the rest period is not provided, as required by
4 California state wage and hour laws;

5 (e) During the Relevant Time Period, Defendants failed to reimburse employees for
6 expenses incurred in violation of Labor Code § 2802;

7 (f) During the Relevant Time Period, Defendants failed to provide accurate itemized
8 wage statements and maintain accurate records of Class Members' earned wages
9 and work periods as evidenced by Defendants' failure to keep adequate records of
10 meal periods in accordance with the requirements of Labor Code sections 226,
11 226.3, 1174, and 1174.5; and

12 (g) With respect to Class Members who either were discharged, laid off, or resigned,
13 during the Relevant Time Period, Defendants failed to pay them in accordance with
14 the requirements of Labor Code §§ 201, 202, 203.

15 3. Plaintiff, on behalf of themselves and all other Class Members, brings this action pursuant to
16 California Labor Code §§ 201, 202, 203, 218, 218.6, 226, 226.7, 512, 1174, 1174.5, 1194, 1198, 2802, and
17 California Code of Regulations, Title 8, section 11050(11)(A), 11050(12)(A) et seq., seeking unpaid
18 overtime, meal and rest period compensation, penalties, injunctive, and other equitable relief, and reasonable
19 attorneys' fees and costs.

20 4. Plaintiff, on behalf of themselves and all Classes, pursuant to Business and Professions Code
21 §§ 17200-17208, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices
22 alleged in this Complaint.

23 **2. PARTIES**

24 **A. Plaintiff**

25 5. Plaintiff and Class Members are all residents of California. At relevant times herein,
26 each of them individually was employed by Defendants as non-exempt employees in the State of
27 California.

1 6. Specifically, Plaintiff was employed at the Best Western All Suite, LLC located at 6020
2 Scotts Valley Drive, Scotts Valley, California 95060.

3 **B. Defendants**

4 7. BEST WESTERN ALL SUITE, LLC, is an unknown business entity domiciled within
5 the State of California and all other DOES 1 through 100 named on this Complaint, owns and operates
6 the hotels throughout the state of California.

7 8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant, PRAFUL
8 PATEL (“PATEL”), is an individual and owner of BEST WESTERN ALL SUITE, LLC and a
9 resident of the County of Santa Cruz.

10 9. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of Defendants sued herein as DOES 1 to 100, inclusive, are currently unknown to Plaintiff, who
12 therefore sue Defendants by such fictitious names under California Code of Civil Procedure § 474.
13 Plaintiff is informed and believes, and based thereon allege, that each of the defendants designated
14 herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein.
15 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
16 the defendants designated hereinafter as DOES when such identities become known.

17 10. Plaintiff is informed and believes, and based thereon allege, that each Defendant acted
18 in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme,
19 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
20 attributable to the other defendants. Furthermore, Defendants in all respects acted as the employer
21 and/or joint employer of Plaintiff and the Class Members.

22 11. Venue as to each defendant is proper in this judicial district, pursuant to California
23 Code of Civil Procedure § 395. On information and belief, Defendants operate and are doing business
24 in California and are doing business in County of Santa Cruz, and each Defendant is within the
25 jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a
26 direct effect on Plaintiff and those similarly situated within the State of California. Defendants
27 employ Class Members in County of Santa Cruz and other counties throughout California.

28

1 **3. FACTUAL BACKGROUND**

2 12. Plaintiff and the Class Members are, and at all times pertinent hereto have been, non-exempt
3 employees such as front desk clerks responsible for answering phone calls, handling customer complaints,
4 making reservations, checking in guests, opening and locking up the facilities during the shift within the
5 meaning of the California Labor Code and the implementing rules and regulations of IWC California Wage
6 Orders. Defendants run, own and operate Best Western hotels throughout the State of California, including
7 the Best Western All Suite, LLC at 6020 Scotts Valley Drive, Scotts Valley, California 95060.
8 Defendants hire hourly employees who work in non-exempt positions in the State of California. Defendants
9 require these employees to not clock out and keep working through lawful meal and rest breaks without
10 receiving statutory compensation. Defendants failed to reimburse employees for necessary business
11 expenses such as mileage for driving on work errands.

12 13. Plaintiff and the Defendants' non-exempt employees were not properly paid for all wages
13 earned and for all wages when working more than eight (8) hours in any given day and/or more than forty
14 (40) hours in any given week.

15 14. Plaintiff and the Defendants' non-exempt employees were not provided lawful meal periods,
16 and were not provided with one (1) hour's wages in lieu thereof, in one or more of the following manners:

- 17 (a) Class Members were not provided full thirty-minute duty free meal periods for work
18 days in excess of five (5) hours and were not compensated one (1) hour's wages in
19 lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the
20 applicable Industrial Welfare Commission Wage Order(s);
- 21 (b) Class Members were not provided a second full thirty-minute duty free meal periods
22 for work days in excess of ten (10) hours;
- 23 (c) Class Members were required to work through at least part of their daily meal
24 period(s); and
- 25 (d) Class Members were restricted in their ability to take a full thirty-minute meal period.
- 26 (e) Defendant did not comply with its obligation as an employer to permit and authorize
27 Plaintiffs and its other non-exempt employees to be relieved of all duties during their
28 daily meal period which was not an uninterrupted meal period.

1 15. Plaintiff and the Defendants' non-exempt employees were not provided lawful rest periods,
2 and were not provided with one (1) hour's wages in lieu thereof, in one or more of the following manners:

3 (a) Class Members were required to work without being provided a minimum ten (10)
4 minute rest period for every three and a half (3.5) hours worked and were not
5 compensated one (1) hour of pay at their regular rate of compensation for each
6 workday that a rest period was not provided; and

7 (b) Class Members were restricted in their ability to take their full ten (10) minutes net
8 rest time.

9 16. As a result of these illegal policies and practices, Defendants engaged in and enforced the
10 following additional unlawful practices and policies against Plaintiffs and the Class Members they seek to
11 represent:

12 (a) failing to pay Class Members who either were discharged, laid off, or resigned in
13 accordance with the requirements of Labor Code §§ 201, 202, 203;

14 (b) failing to pay Class Members; and

15 (c) failing to maintain accurate records of Class Members' earned wages and meal
16 periods in violation of Labor Code §§ 226 and 1174(d) and section 5 of the
17 applicable IWC Wage Orders.

18 17. Defendants' non-exempt employees spend the majority of their time doing routine non-
19 discretionary tasks. These duties occupy more than fifty percent of their work time.

20 18. At relevant times herein, the named Plaintiff and the Class Members were employed by
21 Defendants and were paid, on information and belief, predominantly on an hourly basis.

22 19. Plaintiff and the Defendants' employees were not paid for all hours worked, whether regular
23 time or overtime, and/or at many times would work overtime hours but would be forced to work "off the
24 clock" to assist customers and were not paid for all hours actually worked. Said overtime and regular hours
25 were worked by Plaintiffs and the Class and not paid and Defendants intentionally failed to pay for those
26 hours even though they were actually worked and recorded on their time keeping system.

27 20. On information and belief, Plaintiff alleges that Defendants' actions as described throughout
28 this Complaint were willful.

1 21. Defendants have made it difficult to account with precision for the unlawfully withheld meal
2 and rest period compensation owed to Defendants' non-exempt employees, including Plaintiffs, during the
3 liability period, because they did not implement and preserve a record-keeping method as required for non-
4 exempt employees by California Labor Code §§ 226, 1174(d), and section 4 of the California Wage Orders.
5 Defendants have failed to comply with Labor Code § 226(a) by accurately reporting total hours worked by
6 Plaintiff and the Class Members. Plaintiff and Class Members are therefore entitled to penalties not to
7 exceed \$4,000 for each employee pursuant to Labor Code § 226(b).

8 22. Defendants have failed to comply with section 4 of the California IWC Wage Orders by
9 failing to maintain time records showing when the employee begins and ends each work period, meal
10 periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage
11 statements all deductions from payment of wages and accurately reporting total hours worked by the Class
12 Members.

13 **4. CLASS ALLEGATIONS**

14 23. Plaintiff brings this action on behalf of himself and all others similarly situated as a
15 class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
16 represent Classes composed of and defined as follows:

17 **All persons who are employed or have been employed by Defendants in the State of California**
18 **who, for the four years prior to the filing of this class action to the present, have worked as non-**
19 **exempt employees.**

20 Further, Plaintiff seeks to represent the following subclasses composed of and defined as
21 follows:

22 (a) **Subclass 1. Overtime Subclass.** All persons who are employed or have been
23 employed by Defendants in the State of California who, for the four years prior to the
24 filing of this class action to the present, have worked as non-exempt employees and
25 were not paid overtime for hours worked beyond eight (8) hours in a single day or for
26 hours worked beyond forty (40) in a single week pursuant to Labor Code §§ 510,
27 511, 1194 and 1198.

- 1 (b) **Subclass 2.1 Meal Break Subclass 1.** All persons who are employed or have been
2 employed by Defendants in the State of California who, for the four years prior to the
3 filing of this class action to the present, have worked as non-exempt employees and
4 have not been provided a meal period for every five (5) hours or major fraction
5 thereof worked per day, and were not provided one (1) hour's pay for each day on
6 which such meal period was not provided pursuant to Labor Code § 226.7 and § 512.
- 7 (c) **Subclass 2.2 Meal Break Subclass 2.** All persons who are employed or have been
8 employed by Defendants in the State of California who, for the four years prior to the
9 filing of this class action to the present, have worked as non-exempt employees and
10 who worked over ten (10) hours in a shift and did not receive a second meal period;
- 11 (d) **Subclass 3. Rest Period Subclass.** All persons who are employed or have been
12 employed by Defendants in the State of California who, for the four years prior to the
13 filing of this class action to the present, have worked as non-exempt employees and
14 have not been provided a rest period for every three and a half (3.5) hours worked per
15 day, and were not provided compensation of one (1) hour's pay for each day on
16 which such rest period was not provided pursuant to Labor Code § 226.7 and § 512.
- 17 (e) **Subclass 4. Paystub Subclass.** All persons who are employed or have been
18 employed by Defendants in the State of California who, for the four years prior to the
19 filing of this class action to the present, have worked as non-exempt employees and
20 were not provided an itemized statement accurately showing total hours worked, the
21 applicable hourly rates in effect during each pay period and the corresponding hours
22 worked at each rate pursuant to Labor Code § 226 and 1174.
- 23 (f) **Subclass 5. Business Expenses Subclass.** All persons who are employed or have
24 been employed by Defendants in the State of California who, for the four years prior
25 to the filing of this class action to the present and were not reimbursed all business
26 expenses required by the Defendants pursuant to Labor Code §§ 2800 through 2802.
- 27 (g) **Subclass 6. Wages Twice Monthly Subclass.** All persons who are employed or
28 have been employed by Defendants in the State of California who, for the four years

1 prior to the filing of this class action to the present, have worked as non-exempt
2 employees and were not provided all wages twice monthly pursuant to Labor Code
3 § 204.

4 (h) **Subclass 7. Wage Payment Subclass.** All persons who are employed or have been
5 employed by Defendants in the State of California who, for the four years prior to the
6 filing of this class action to the present, have worked as non-exempt employees and
7 were not provided all straight time wages earned pursuant to the Labor Code and
8 applicable IWC Wage Orders.

9 (i) **Subclass 8. Termination Pay Subclass.** All persons who are employed or have
10 been employed by Defendants in the State of California who, for the four years prior
11 to the filing of this class action to the present, have worked as non-exempt employees
12 and were not provided all wages due upon termination or resignation pursuant to
13 Labor Code §§ 200 through 203.

14 (j) **Subclass 9. B&PC § 17200 Subclass.** All persons who are employed or have been
15 employed by Defendants in the State of California who, have worked as non-exempt
16 employees and who were subjected to Defendant's unlawful, unfair or fraudulent
17 business acts or practices in the form of Labor Code violations regarding overtime,
18 meal periods, rest periods, expense reimbursement or minimum wages and/or waiting
19 time penalties.

20 24. Plaintiff reserves the right under Rule 1855(b) of the California Rules of Court, to amend or
21 modify the class descriptions with greater specificity or to provide further division into subclasses or
22 limitation to particular issues.

23 25. This action has been brought and may properly be maintained as a class action under the
24 provisions of the California Code of Civil Procedure § 382 because there is a well-defined community of
25 interest in the litigation and the proposed Classes are easily ascertainable.

26 **A. Numerosity**

27 26. The potential members of each Class as defined are so numerous that joinder of all the
28 members of the Class is impracticable. While the precise number of Class Members has not been

1 determined at this time, Plaintiffs are informed and believes that Defendants currently employ, and
2 during the relevant time periods employed, at least several hundred employees in positions as
3 Defendants' non-exempt employees in California, who are or have been affected by Defendants'
4 unlawful practices as alleged herein.

5 27. Accounting for employee turnover during the relevant periods necessarily increases this
6 number substantially. Upon information and belief, Plaintiff alleges Defendants' employment records
7 would provide information as to the number and location of all Class Members. Joinder of all
8 members of the proposed Classes is not practicable.

9 **B. Commonality**

10 28. There are questions of law and fact common to each Class predominating over any questions
11 affecting only individual Class Members. There are common answers to these questions, making the case
12 suitable for class certification. These common questions of law and fact include, without limitation:

- 13 (a) Whether Defendants violated the Labor Code, the applicable IWC Wage Orders, and
14 Cal. Code Regs., Title 8, section 11050 *et seq.* by failing to pay overtime after eight
15 (8) hours of work in one day or forty (40) hours of work in one work week;
- 16 (b) What were and are the policies, programs, practices, procedures and protocols of
17 Defendants regarding rounding of all hours worked for Class Members;
- 18 (c) Whether Defendants violated Labor Code §§ 226.7 and 512, section 4 of the IWC
19 Wage Orders, and Cal. Code Regs., Title 8, section 11050, 11050 *et seq.* by failing to
20 provide a meal period to non-exempt employees on days they worked work periods
21 in excess of five (5) hours and failing to compensate said employees one (1) hour of
22 wages in lieu of meal periods;
- 23 (d) Whether Defendants violated Labor Code § 226.7 and the IWC Wage Orders, and
24 Cal. Code Regs., Title 8, section 11050 *et seq.* by failing to provide daily ten (10)
25 minute rest periods to non-exempt employees for every three and a half (3.5) hours
26 and/or 7 hours worked and failing to compensate said employees one (1) hour of
27 wages in lieu of rest periods;

- 1 (e) Whether Defendants violated Labor Code § 2802 and the IWC Wage Orders by
2 failing to reimburse Class Members for lawfully incurred business expenses;
- 3 (f) Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
4 Orders by failing to maintain accurate records of Class Members' earned wages and
5 work periods;
- 6 (g) Whether Defendants violated Labor Code § 1194 by failing to compensate all
7 employees during the relevant time period for all hours worked, whether regular or
8 overtime;
- 9 (h) Whether Defendants violated Business and Professions Code § 17200 *et seq.* by
10 failing to provide meal and rest periods without compensating non-exempt
11 employees one (1) hour's pay for every day such periods were not provided, failing
12 to pay compensation for denied meal and rest periods due and owed at the time a
13 Class Member's employment with Defendants terminated, and failing to keep
14 accurate records;
- 15 (i) Whether Defendants violated § 17200 *et seq.* of the Business and Professions Code,
16 Labor Code §§ 201-203, 226.7, 512, 1174, and applicable IWC Wage Orders, which
17 a violation constitutes a violation of fundamental public policy;
- 18 (j) Whether Plaintiff and the Class Members are entitled to equitable relief pursuant to
19 Business and Professions Code § 17200 *et seq.*; and
- 20 (k) Whether Plaintiffs and the Class Members are entitled to penalties pursuant to Labor
21 Code §§ 2698 and 2699, affectionately known as "PAGA penalties."

22 There are common answers to these questions which further demonstrate that class treatment in
23 appropriate in this case.

24 **C. Typicality**

25 29. The claims of the named Plaintiff are typical of the claims of the Class Members.
26 Plaintiff and all members of each Class sustained injuries and damages arising out of and caused by
27 Defendants' common course of conduct in violation of California laws, regulations, and statutes as
28 alleged herein.

1 compensation, together with costs of suit, as well as liquidated damages in an amount equal to the overtime
2 compensation unlawfully withheld, and interest thereon, in a civil action. The action may be maintained
3 directly against the employer in his name without first filing a claim with the Department of Labor Standards
4 and Enforcement.

5 37. At all times relevant hereto, IWC Wage Order No. 5-2001 applied, and applies, to Plaintiff's
6 employment with Defendants.

7 38. At all times relevant hereto, IWC Wage Order No. 5-2001 (3)(A) provides for payment of
8 overtime wages equal to one and one-half times an employee's regular rate of pay for all hours worked over
9 eight (8) hours a day and/or forty (40) hours in a work week.

10 39. At all times relevant hereto, IWC Wage Order No. 5-2001 (3)(A) provides for payment of
11 overtime wages equal to one and one-half (1 ½) times an employee's regular rate of pay for all hours worked
12 over eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours on
13 the seventh (7th) consecutive day of work in a work week.

14 40. At all times relevant hereto, IWC Wage Order No. 5-2001 (3)(A) provides for payment of
15 overtime wages equal to double the employee's regular rate of pay for all hours worked over twelve (12)
16 hours in any workday, and for all hours worked over eight (8) hours on the seventh (7th) consecutive day of
17 work in a work week.

18 41. Defendants, and each of them, have intentionally and improperly changed, adjusted and/or
19 modified certain employees' hours, including Plaintiff's, to avoid payment of overtime wages and other
20 benefits in violation of California Code of Regulations and the guidelines set forth by the Division of Labor
21 Standards and Enforcement.

22 42. At all times relevant hereto, from time to time, Plaintiff and aggrieved employees have
23 worked more than eight (8) hours in a workday, and/or more than forty (40) hours in a workweek, as
24 employees of Defendants.

25 43. At all times relevant hereto, from time to time, Plaintiff and aggrieved employees have
26 worked more than twelve (12) hours in a workday, and/or more than eight (8) hours on the seventh (7th)
27 consecutive workday in a workweek, as employees of Defendants.

28 44. At all times relevant hereto, the Defendants, and each of them, failed to pay to Plaintiff and

1 aggrieved employees overtime compensation for the hours they have worked in excess of the maximum
2 hours permissible by law as required by Labor Code §§ 1194, 1197 and 1198 and the provisions of IWC
3 order No. 5-2001, Cal. Code of Regulations Title 8 § 11050.

4 45. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and
5 aggrieved employees for overtime hours, Plaintiff and the Plaintiff Classes have suffered, and will continue to
6 suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional
7 limits of this Court and which will be ascertained according to proof at trial.

8 46. Plaintiff is informed and believes, and based upon that information and belief alleges, that
9 Defendants, and each of them, knew or should have known that non-exempt, hourly employees did not
10 qualify as exempt employees and purposely elected not to pay Plaintiff and all other non-exempt, hourly
11 employees for their overtime labor.

12 47. Defendants, and each of them, acted intentionally, oppressively and maliciously toward
13 Plaintiff and similarly situated non-exempt, hourly employees with a conscious disregard of the Plaintiff and
14 Plaintiff Classes' rights, or the consequences suffered by Plaintiff and Plaintiff Classes, with the intent of
15 depriving the Plaintiff and Plaintiff Classes of property and legal rights and otherwise causing Plaintiff and
16 Plaintiff Classes injury.

17 48. Plaintiff individually, and on behalf of members of the Plaintiff Classes, request recovery of
18 overtime compensation according to proof, interest, attorneys' fees and costs pursuant to Labor Code
19 §§ 218.5 and 1194(a), as well as the assessment of any statutory penalties against these Defendants, and each
20 of them, and any additional sums as provided by the Labor Code and/or other statutes.

21 49. Further, Plaintiff and the Plaintiff Classes are entitled to seek and recover reasonable
22 attorneys' fees and costs pursuant to Labor Code §§ 210 and 1194.

23 **SECOND CAUSE OF ACTION**

24 **FOR FAILURE TO PAY WAGES FOR HOURS WORKED**

25 **[CALIFORNIA LABOR CODE § 1194]**

26 **(Against All Defendants)**

27 50. Plaintiff and the Plaintiff Classes re-allege and incorporate by reference, as though fully set
28 forth herein, the paragraphs previously alleged in this Complaint.

1 hours in a workday.

2 60. At all times relevant hereto, the Defendants, and each of them, failed to provide meal periods
3 as required by Labor Code §§ 226.7 and 512 and Cal. Code Reg., Title 5, §11050(11)(A).

4 61. By virtue of the Defendants' unlawful failure to provide meal periods to Plaintiff and the
5 Plaintiff Classes, Plaintiff and the Plaintiff Classes have suffered, and will continue to suffer, damages in
6 amounts which are presently unknown to Plaintiff but which exceed the jurisdictional limits of this Court and
7 which will be ascertained according to proof at trial.

8 62. The Plaintiff Classes are informed and believe, and based upon that information and belief
9 allege, that Defendants, and each of them, purposely elected not to provide meal periods.

10 63. Defendants, and each of them, acted intentionally, oppressively and maliciously toward
11 Plaintiffs and the Plaintiff Classes with a conscious disregard of their rights, or the consequences to Plaintiff
12 and the Plaintiff Classes, with the intent of depriving them of property and legal rights and otherwise causing
13 Plaintiff and the Plaintiff Classes injury. Plaintiff, individually, and on behalf of the Plaintiff Classes, requests
14 recovery of meal period compensation pursuant to Labor Code §§ 226.7 and Cal. Code Reg., Title 8,
15 §11050(11)(B), as well as the assessment of any statutory penalties against these DEFENDANTS, and each
16 of them, in a sum as provided by the Labor Code and other statutes.

17 **FOURTH CAUSE OF ACTION**

18 **FOR FAILURE TO PROVIDE REST PERIODS**

19 **[CALIFORNIA LABOR CODE §§ 226.7 and 512, and CALIFORNIA CODE OF REGULATION, Title 8, §11050]**

20 **(Against All Defendants)**

21 64. Plaintiff and the Plaintiff Classes (and subclasses) re-allege and incorporate by reference the
22 paragraphs previously alleged in this Complaint.

23 65. Labor Code §§ 226.7 and Cal. Code Reg., Title 8, § 11050(12)(A), provides that employers
24 authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per three
25 and a half (3.5) work hours.

26 66. Labor Code §§ 226.7 and Cal. Code Reg., Title 8, § 11050(12)(B), provides that if an
27 employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the
28 employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest

1 period is not provided.

2 67. Defendants, and each of them, have intentionally and improperly denied rest periods to
3 Plaintiffs and the Plaintiff Classes in violation of Labor Code §§ 226.7 and 512 and Cal. Code Reg., Title 8, §
4 11050(12)(A). Defendants published rest break policies violated the Code. Defendants failed to provide
5 Plaintiff and Plaintiff Class with rest periods, as most employees were intimidated by the work flow not to
6 take a break, intimidated by management's uniform enforcement of policies not to take a break, and some
7 employees were always scheduled to work alone, and thus, had no opportunity to take an uninterrupted rest
8 period as required by the Labor Code.

9 68. At all times relevant hereto, Plaintiff and the Plaintiff Classes, have worked more than four
10 hours in a workday.

11 69. At all times relevant hereto, the Defendants, and each of them, failed to provide rest periods
12 as required by Labor Code §§ 226.7 and Cal. Code Reg., Title 8, § 11050(12)(A).

13 70. By virtue of the Defendants' unlawful failure to provide rest periods to the Plaintiffs and
14 Plaintiff Classes, Plaintiffs and Plaintiff Classes have suffered, and will continue to suffer, damages in
15 amounts which are presently unknown to the Plaintiffs and Plaintiff Classes but which exceed the
16 jurisdictional limits of this Court and which will be ascertained according to proof at trial.

17 71. Plaintiff and the Plaintiff Classes are informed and believe, and based upon that information
18 and belief allege, that Defendants, and each of them, knew or should have known that Plaintiff was entitled to
19 rest periods and purposely elected not to provide rest periods.

20 72. Defendants, and each of them, acted intentionally, oppressively and maliciously toward
21 Plaintiffs and the Plaintiff Classes with a conscious disregard of their rights, or the consequences to Plaintiff
22 and the Plaintiff Classes, with the intent of depriving Plaintiff and the Plaintiff Classes of property and legal
23 rights and otherwise causing the Plaintiff Classes injury.

24 73. Plaintiff, individually, and on behalf of employees similarly situated, requests recovery of rest
25 period compensation pursuant to Labor Code §§ 226.7 and Cal. Code Reg., Title 8, § 11050(12)(B), as well
26 as the assessment of any statutory penalties against these Defendants, and each of them, in a sum as provided
27 by the Labor Code and/or other statutes.

1 **FIFTH CAUSE OF ACTION**
2 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **[CALIFORNIA LABOR CODE §§ 2800-2802, et seq.]**

4 **(Against All Defendants)**

5 74. Plaintiff and the Plaintiff Classes (and subclasses) re-allege and incorporate by reference the
6 paragraphs previously alleged in this Complaint.

7 75. Plaintiff and the Plaintiff Classes are informed and believe and based thereon allege that
8 throughout the period applicable, they were required to pay for lawful and necessary work related expenses
9 such as driving personal vehicles to run work errands for Defendants and other necessary expenses. Plaintiff
10 and the Plaintiff Classes further allege that they were not reimbursed for those lawful and necessary work
11 related expenses or losses incurred in direct discharge of their duties during their employment by Defendants
12 and at the direction of the Defendants pursuant to Labor Code § 2802(a) and California Code of
13 Regulations, § 11050, et seq. relating to the Order Regulating Wages, Hours, and Working Conditions in the
14 Professional, Technical, Clerical, Mechanical, and Similar Occupations.

15 76. Defendants' knowing and willful failure to reimburse lawful necessary work related
16 expenses and losses to Plaintiffs and the Plaintiff Classes resulted in damage to them because, among other
17 things, Defendants did not inform them of their right to be reimbursed for those work related expenses. As
18 Defendants failed to inform and misled Plaintiff and the Plaintiff Classes with regard to their rights, Plaintiff
19 and the Plaintiff Classes were led to believe that incurring those lawful and necessary expenses and losses
20 was an expected and essential function of their employment with Defendants and that failure to incur those
21 expenses would have adverse consequences on their employment status.

22 77. Therefore, Plaintiff and the Plaintiff Classes are entitled to reimbursement for any and all
23 necessary work related expenses, as provided for in Labor Code § 2802(b), incurred during the direct
24 discharge of their duties while employed by Defendants as well as accrued interest on those expenses that
25 were not reimbursed from the date they incurred those expenses. Further, Plaintiff and Plaintiff Classes are
26 entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

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1 SEVENTH CAUSE OF ACTION

2 **FOR FAILURE TO PAY WAGES DUE AND PAYABLE TWICE MONTHLY**

3 [CALIFORNIA LABOR CODE § 204]

4 (Against All Defendants)

5 83. Plaintiff and the Plaintiff Classes re-allege and incorporate by reference, as though fully set
6 forth herein, the paragraphs previously alleged in this Complaint.

7 84. Labor Code § 204 requires that all wages are due and payable twice in each calendar month.

8 85. The wages required by Labor Code §§ 226.7 and 1194 became due and payable to each
9 employee in each month that he or she was not provided with a meal period or rest period or paid straight or
10 overtime wages to which he or she was entitled.

11 86. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under the
12 Labor Code.

13 87. As a result of the unlawful acts of Defendants, Plaintiff and the Plaintiff Classes he seeks to
14 represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of
15 such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code § 1194.

16 EIGHTH CAUSE OF ACTION

17 **FOR FAILURE TO PAY WAGES UPON ENDING EMPLOYMENT**

18 [CALIFORNIA LABOR CODE §§ 201-203]

19 (Against All Defendants)

20 88. Plaintiff and the Plaintiff Classes (and subclasses) re-allege and incorporate by reference, as
21 though fully set forth herein, the paragraphs previously alleged in this Complaint.

22 89. Plaintiff and many of the Plaintiff Classes quit or were discharged from their employment
23 with Defendants within the applicable statute of limitations.

24 90. However, Defendants failed to pay them without abatement, all wages as defined by
25 applicable California law. Among other things, these employees were not paid any of the overtime
26 compensation or premium pay referred to in this Complaint. Defendants' failure to pay said wages within the
27 required time was willful within the meaning of Labor Code § 203.

28 91. Therefore, each of these employees is entitled to one day's wages for each day he or she was

1 not timely paid all said wages due, up to a maximum of thirty (30) days' wages for each employee. Because
2 none of the employees were ever paid the overtime wages to which they were entitled, referred to in this
3 Complaint, each of the employees is entitled to thirty (30) days of wages.

4 **NINTH CAUSE OF ACTION**

5 **FOR UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES**

6 **[CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, *et seq.*]**

7 **(Against All Defendants)**

8 92. Plaintiff and the Plaintiff Classes (and subclasses) re-allege and incorporate by reference, as
9 though fully set forth herein, the paragraphs previously alleged in this Complaint.

10 93. This claim is brought by Plaintiff, on behalf of themselves and on behalf of the Plaintiff
11 Classes and the subclasses thereof.

12 94. At all times relevant hereto, from time to time, Plaintiff and the Plaintiff Classes have worked
13 more than eight (8) hours in a workday, and/or more than forty (40) hours in a workweek, as employees of
14 Defendants. The representative Plaintiff herein and members of the Plaintiff Classes have had their hours
15 adjusted, changed and/or modified to not reflect their actual number of hours worked per day and per pay
16 period.

17 95. At all times relevant hereto, from time to time, Plaintiff and aggrieved employees have
18 worked more than twelve (12) hours in a workday, and/or more than eight (8) hours on the seventh (7th)
19 consecutive workday in a workweek, as employees of Defendants. The representative Plaintiff herein and
20 members of the Plaintiff Classes have had their hours adjusted, changed and/or modified to not reflect their
21 actual number of hours worked per day and per pay period.

22 96. At all times relevant hereto, from time to time, Plaintiff and the Plaintiff Classes have been
23 denied meal breaks by Defendants.

24 97. At all times relevant hereto, from time to time, Plaintiff and the Plaintiff Classes have been
25 denied rest breaks by Defendants.

26 98. Defendants, and each of them, are "persons" as defined under of Business & Professions
27 Code § 17021.

28 99. Since at least September 2013 and at all times relevant hereto, by and through the conduct

1 described herein, the Defendants have engaged in unfair, unlawful and fraudulent business practices, in
2 violation of California Business & Professions Code §§ 17200, *et seq.*, and have thereby deprived Plaintiff,
3 and all persons in interest, of fundamental rights and privileges guaranteed to all employees under California
4 law.

5 100. Defendants run, own and operate Best Western hotels in California which provides services
6 in California to the public as defined in Business & Professions Code §§ 17022 and 17024.

7 101. Defendants, as set forth in this Complaint, *supra*, engaged in false, unfair and misleading
8 business practices, consisting of acts and omissions that include, but are not limited to:

- 9 (a) The fact that Defendants required non-exempt, hourly employees to work more than
10 three and a half (3.5) hour shifts without a ten (10) minute rest period;
- 11 (b) The fact that Defendants required non-exempt, hourly employees to work more than
12 five (5) hour shifts without a thirty (30) minute meal period;
- 13 (c) The fact that Defendants adjusted, altered and/or changed time and/or pay schedules
14 to reflect that they had not worked all straight time hours;
- 15 (d) The fact that Defendants required non-exempt, hourly employees to work more than
16 forty (40) hours per week and then adjusted, altered and/or changed the end date, or
17 day, of the pay period to reflect that they had not worked overtime hours;
- 18 (e) The fact that Defendants required non-exempt, hourly employees to work more than
19 five (5) hours per week without a thirty (30) minute meal period, and then adjusted,
20 altered and/or changed schedules and/or time clocks to reflect that they had received
21 a thirty (30) minute meal period;
- 22 (f) The fact that Defendants failed to reimburse employees for necessary business
23 expenses;
- 24 (g) The fact that Defendants kept no detailed records of non-exempt, hourly employees'
25 actual daily work activities, in part, to prevent Plaintiff and Plaintiff Classes from
26 recovering overtime wages from Defendants after the discovery of Defendants'
27 deceptive, fraudulent, false, unfair and unlawful conduct;
- 28 (h) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff

1 Classes for all hours worked;

2 (i) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff
3 Classes twice monthly for all hours worked;

4 (j) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff
5 Classes upon termination of employment;

6 (k) The fact that employees who complained about these practices were terminated from
7 their employment;

8 (l) The fact that Defendants' activities related to their failure to disclose material and
9 relevant information constitutes violations of Business & Professions Code § 17200;
10 and,

11 (m) The fact that non-exempt, hourly employees employed by Defendants are entitled to
12 overtime wages, as required by Labor Code §§ 1194 and 1198. The failure to pay
13 overtime wages is "unlawful" pursuant to Cal. of Business & Professions Code
14 §§17200, *et seq.*

15 102. Defendants, and each of them, have under reported to state authorities wages earned by non-
16 exempt, hourly employees and, therefore, have underpaid state taxes, employer matching funds,
17 unemployment premiums and Worker's Compensation premiums. The aforesaid conduct is criminal in
18 nature and subjects the Defendants, and each of them, to sanctions, fines and imprisonment, and is actionable
19 under of Business & Professions Code §§ 17000, *et seq.* and 17200, *et seq.*

20 103. Pursuant to Business & Professions Code §§ 17071 and 17075, the failure of Defendants, and
21 each of them, to pay overtime wages, related benefits, and employment taxes, is admissible as evidence of
22 Defendants' intent to violate Chapter 4 of the Unfair Business Trade Act.

23 104. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading. Non-exempt,
24 hourly employees, including Plaintiffs and Plaintiff Classes are likely to be deceived by these practices.

25 105. As a direct and proximate result of these acts and omissions, Plaintiff is informed and believe,
26 and based upon that information and belief allege, that the Defendants, and each of them, were able to
27 unfairly compete with other comparable facilities in the state of California by not paying overtime and wages
28 in violation of Business & Professions Code Chapters 4 and 5, *et al.* Due to this unfair business practice,

1 Defendants have been able to charge lower prices for its goods and services than the prices charged by other
2 comparable companies doing business in the state of California.

3 106. The victims of this unfair business practice include, but are not limited to, all non-exempt,
4 hourly employees of Defendants, competitors of Defendants in the state of California, and the general public.

5 107. Plaintiff is informed and believes, and based upon that information and belief allege, that
6 Defendants, and each of them, performed the above-mentioned acts with the intent of gaining an unfair
7 competitive advantage and thereby injuring Plaintiff, other employees, other competitors, and the general
8 public.

9 108. By and through the conduct described above, Plaintiff, and all non-exempt, hourly
10 employees, have been deprived of the right to be paid overtime compensation earned by virtue of
11 employment with the Defendants at regular intervals, in accordance with the requirements of Labor Code §§
12 200-203, 204, 1197, 1198 and 2802 among others.

13 109. By and through their unfair, unlawful and/or fraudulent business practices described herein,
14 Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly
15 situated, and has deprived Plaintiff, and all non-exempt, hourly employees of valuable rights and benefits
16 guaranteed by law, all to their detriment.

17 110. Plaintiff and the Plaintiff Classes have injury-in-fact as a result of Defendants' conduct.
18 Moreover, Plaintiff and the Plaintiff Classes have lost money as a direct result of Defendants' unfair,
19 unlawful, deceptive and fraudulent conduct.

20 111. All of the acts described herein as violations of, among other things, the Cal. Labor Code and
21 Industrial Welfare Commission Wage Orders, are unlawful and in violation of public policy; and in addition
22 are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful
23 and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

24 112. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, is entitled to, and
25 does seek such relief as may be necessary to disgorge the profits which the Defendants have acquired, or of
26 which Plaintiff has been deprived, by means of the above-described unfair, unlawful and/or fraudulent
27 business practices. Plaintiff, and the members of the Plaintiff Classes, are not obligated to establish
28 individual knowledge of the unfair practices of Defendants in order to recover restitution.

1 113. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, are further entitled
2 to and do seek a declaration that the above described business practices are unfair, unlawful and/or
3 fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the
4 above-described unfair, unlawful and/or fraudulent business practices in the future.

5 114. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, have no plain,
6 speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of
7 the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful
8 and/or fraudulent business practices described above, Plaintiffs and the Plaintiff Class have suffered and will
9 continue to suffer irreparable harm unless the Defendants' and each of them, are restrained from continuing
10 to engage in said unfair, unlawful and/or fraudulent business practices.

11 115. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein
12 above, they will continue to fail to pay overtime wages to non-exempt, hourly employees. In addition,
13 Defendants, and each of them, will continue to avoid paying the appropriate taxes, insurance and
14 unemployment holdings.

15 116. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, request that the
16 Court issue a preliminary and permanent injunction prohibiting the Defendants, and each of them, from
17 requiring non-exempt, hourly employees from working more than eight (8) hours a work day and/or forty
18 (40) hours a week in any work week without payment of overtime wages.

19 117. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, also requests that
20 the Court order Defendants to disgorge all illegally obtained monies from failing to pay taxes, state disability
21 insurance premiums, and unemployment taxes, obtained by way of their violation of Business & Professions
22 Code §§ 17200, et seq.

23 118. As Plaintiff seeks to enforce an important right affecting the public interest, to wit, the lawful
24 payment of overtime wages as required by law the disgorgement of ill-gotten gains and the restitution of
25 unlawfully withheld wages, with interest thereon, Plaintiff requests an award of attorneys' fees, pursuant to
26 Code Civil Procedure § 1021.5.

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1 **TENTH CAUSE OF ACTION**

2 **VIOLATION OF PRIVATE ATTORNEY GENERALS ACT**

3 **[CALIFORNIA LABOR CODE §§ 2698 and 2699]**

4 **(Against All Defendants)**

5 119. Plaintiff and the Plaintiff Classes (and subclasses) re-allege and incorporate by reference, as
6 though fully set forth herein, the paragraphs previously alleged in this Complaint.

7 120. As a result of the previously alleged, including violations of the sections of the California
8 Labor Code alleged above, Plaintiff seeks penalties under Labor Code §§ 2698 and 2699.

9 121. Plaintiff has met and/or will meet all of the requirements set forth in Labor Code §§ 2699.3
10 necessary to commence a civil action against Defendants for violations of Labor Code §§ 226.7 and 512. A
11 letter was sent to the LWDA on **May 12, 2014** which satisfied the notice requirements of the Act. On **June**
12 **25, 2014** the LWDA indicated that it did not intend to investigate the allegations.

13 122. Plaintiff, for themselves and on behalf of all other similarly situated current and former
14 employees of Defendants, seek civil penalties in the amount of:

- 15 (a) one hundred dollars (\$100.00) for each of the first violation per employee, per pay
16 period, and;
- 17 (b) two hundred dollars (\$200.00) for each subsequent violation of each such provision,
18 per employee, per pay period.
- 19 (c) For its failure to provide uninterrupted off-duty meal and rest periods, Defendants are
20 liable to all Plaintiffs for one hour of additional pay at the regular rate of
21 compensation for each workday that the full and uninterrupted, off-duty rest and meal
22 period were not provided. Defendants are also liable for civil penalties pursuant to
23 Labor Code §§ 558 and 2699 as follows: for any initial violation, \$50.00 for each
24 Plaintiff for each pay period during which the Plaintiffs were not provided proper
25 meal and rest breaks; and for each subsequent violation \$100.00 for each Plaintiff for
26 each pay period during which the Plaintiffs were not provided proper meal and rest
27 breaks.

1 (d) For Defendants' failure to pay wages due, Plaintiffs are entitled to recover such
2 amounts, plus interest thereon, attorney's fees and costs. Defendants are also liable
3 for civil penalties pursuant to Labor Code §§ 558 and 2699 as follows: for any initial
4 violation, \$50.00 for each Plaintiff for each pay period during which the Plaintiff was
5 not provided proper meal and rest breaks; and for each subsequent violation, \$100.00
6 for each Plaintiff for each pay period during which the Plaintiff was not provided
7 proper meal and rest breaks.

8 (e) For Defendants' failure to furnish accurate wage statements, Plaintiffs are entitled to
9 recover the greater of all actual damages or \$50.00 for the initial violation and
10 \$100.00 for each subsequent violation, up to \$4,000.00. Defendants are is
11 additionally liable for civil penalties pursuant to Labor Code §§ 226.3 and 2699 in the
12 amount of \$250.00 for each Plaintiff per initial violation and \$1,000.00 for each
13 Plaintiff per subsequent violation.

14 (f) For Defendants' failure to keep accurate payroll records, Defendants are liable for
15 civil penalties pursuant to California Labor Code §§ 1174.5 and 2699 in the amount
16 of \$500.00 per violation.

17 123. These penalties will be allocated 75% to the Labor Workforce Development Agency
18 ("LWDA") and 25% to the affected employees.

19 124. WHEREFORE, Plaintiff and each Plaintiff Classes they seek to represent request relief as
20 described herein and below and as deemed just.

21 **5. PRAYER**

22 WHEREFORE, the PLAINTIFF DEMANDS a JURY TRIAL and prays for judgment as follows:

23 ON THE FIRST CAUSE OF ACTION:

- 24 (a) For compensatory damages according to proof;
25 (b) For interest on any compensatory damages;
26 (c) For Certification of the Classes defined herein, or such other Classes and/or
27 subclasses as the Court will certify;
28 (d) For statutory penalties and attorneys fees; and

1 (e) Waiting period wages and penalties.

2 ON THE SECOND CAUSE OF ACTION:

3 (a) For compensatory damages according to proof;

4 (b) For interest on any compensatory damages;

5 (c) For Certification of the Classes defined herein, or such other Classes and/or
6 subclasses as the Court will certify;

7 (d) For statutory penalties and attorneys fees; and

8 (e) Waiting period wages and penalties.

9 ON THE THIRD CAUSE OF ACTION:

10 (a) For statutory penalties, including one hour of pay for each workday in which a meal
11 period was not provided;

12 (b) For Certification of the Classes defined herein, or such other Classes and/or
13 subclasses as the Court will certify; and

14 ON THE FOURTH CAUSE OF ACTION:

15 (a) For statutory penalties, including one hour of pay for each workday in which a rest
16 period were not provided;

17 (b) For Certification of the Classes defined herein, or such other Classes and/or
18 subclasses as the Court will certify; and

19 ON THE FIFTH CAUSE OF ACTION:

20 (a) For compensatory damages according to proof;

21 (b) For interest on any compensatory damages;

22 (c) For Certification of the Classes defined herein, or such other Classes and/or
23 subclasses as the Court will certify;

24 (d) For statutory penalties and attorneys' fees; and

25 (e) Waiting period wages and penalties.

26 ON THE SIXTH CAUSE OF ACTION:

27 (a) For statutory penalties;

28 (b) For compensatory damages and interest thereon for actual harm caused;

1 (c) For Certification of the Classes defined herein, or such other Classes and/or
2 subclasses as the Court will certify; and

3 (d) For attorneys' fees and costs.

4 ON THE SEVENTH CAUSE OF ACTION:

5 (a) For statutory penalties;

6 (b) For Certification of the Classes defined herein, or such other Classes and/or
7 subclasses as the Court will certify;

8 (c) For attorneys' fees and costs.

9 ON THE EIGHTH CAUSE OF ACTION:

10 (a) For all actual, consequential and incidental losses and damages, according to proof;

11 (b) For statutory wage penalties pursuant to Labor Code §§ 200 - 203 for Plaintiff and all
12 other class members who have left Defendant's employ;

13 (c) For pre-judgment interest on any unpaid wages from the date such amounts were
14 due; and

15 (d) For statutory penalties and attorneys' fees; and

16 (e) Waiting period wages and penalties.

17 ON THE NINTH CAUSE OF ACTION

18 (a) For the equitable, injunctive and declaratory relief requested;

19 (b) Treble damages;

20 (c) For Certification of the Classes defined herein, or such other Classes and/or
21 subclasses as the Court will certify; and

22 (d) For disgorgement of profits.

23 ON THE TENTH CAUSE OF ACTION:

24 (a) That DEFENDANTS be ordered to pay civil penalties pursuant to violations of
25 Labor Code §§ 2698 and 2699, in the amount of \$100 for the first violation per
26 employee per pay period, and \$200 for subsequent violations per employee per pay
27 period to be allocated 75% to the LWDA and 25% to the affected employees.

28 (b) For reasonable attorney's fees and costs as allowed by statute.

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ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys' fees;
- (b) For costs of suit; and,
- (c) For such other and further relief as this Court may deem just and proper.

Dated: July 21, 2014

QUINTILONE & ASSOCIATES



By: _____
RICHARD E. QUINTILONE II,
Attorneys for Plaintiff ANTHONY BURSON-
THOMAS, individually, and on behalf of all other
employees similarly situated

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of their claims by jury to the extent authorized by law.

Dated: July 21, 2014

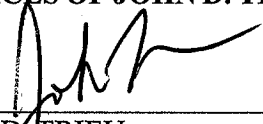
QUINTILONE & ASSOCIATES



By: _____
RICHARD E. QUINTILONE II,
Attorneys for Plaintiff ANTHONY BURSON-
THOMAS, individually, and on behalf of all other
employees similarly situated

Dated: July 21, 2014

LAW OFFICES OF JOHN D. TRIEU,



By: _____
JOHN D. TRIEU
Attorneys for Plaintiff ANTHONY BURSON-
THOMAS, individually, and on behalf of all other
employees similarly situated