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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF ALAMEDA**

13 ALEXANDER GUREVICH, et al., )  
14 Plaintiff, )

15 v. )

16 ROYAL AMBULANCE, INC., et al., )  
17 Defendants. )

18 \_\_\_\_\_ )  
19 KEVIN DICKENS, et al., )  
20 Plaintiffs, )

21 v. )

22 ROYAL AMBULANCE, INC., et al., )  
23 Defendants. )  
24 \_\_\_\_\_ )

**CASE NOS. RG12631895**  
**RG12639791**

**CONSOLIDATED MASTER COMPLAINT FOR:**

- (1) Failure to Pay Overtime Wages in Violation of Labor Code §§ 510, 1194 and Wage Order No. 9;
- (2) Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 and Wage Order No. 9;
- (3) Failure to Provide Rest Periods in Violation of Labor Code § 226.7 and Wage Order No. 9;
- (4) Breach of Contract to Pay Wages;
- (5) Failure to Pay All Wages upon Termination in Violation of Labor Code § 203;
- (6) Failure to Furnish and Maintain Timely and Accurate Wage Statements in Violation of Labor Code § 226;
- (7) Failure to Pay Minimum Wages in Violation of Labor Code §§ 510, 558, 1182, 1182.12, 1194, 1197;
- (8) Violation of California’s Unfair Competition Act (“Ucl”), Bus. & Prof. Code § 17200 et Seq.; and
- (9) For Injunctive Relief Forbidding Destruction of Records Pertaining to the Class Period.

**DEMAND FOR JURY TRIAL**

1 Plaintiff ALEXANDER GUREVICH and Plaintiffs KEVIN DICKENS, PATRICK OPPIDO,  
2 SPENCER STECZ, CHRIS HERN, and PHILIP JONES (“Plaintiffs”), on behalf of themselves and all  
3 others similarly situated, complain and allege as follows:

4  
5 **I.**

6 **INTRODUCTION**

7 1. Pursuant to the Court’s case management order dated October 11, 2013, this complaint  
8 consolidates two actions: *Gurevich v. Royal Ambulance, Inc.* (Case No. RG12631895) and *Dickens, et*  
9 *Al. v. Royal Ambulance, Inc.* (Case No. RG12639791). The cases have been consolidated because of the  
10 significant overlap between the two cases such that litigation would be more efficient if consolidated  
11 into a single action.

12 2. This is a consolidated class action, under Code of Civil Procedure section 382, seeking  
13 unpaid wages and interest thereon, compensation for missed meal and rest periods, waiting time  
14 penalties, injunctive relief forbidding destruction of records pertaining to the class period, civil penalties  
15 pursuant to the Private Attorneys General Act of 2004 (“PAGA”), other injunctive and equitable relief,  
16 and reasonable attorneys’ fees and costs, under Labor Code sections 201, 202, 203, 204, 226, 226.7,  
17 510, 512, 558, 1182.12, 1194, 1197 and Industrial Welfare Commission (“IWC”) Wage Order No. 9-  
18 2001 on behalf of Plaintiffs and all others similarly situated who have been employed by Defendant  
19 ROYAL AMBULANCE, INC., in California, during the liability period.

20 3. This class action is also brought under California Business and Professions Code section  
21 17200 et seq. and seeks to hold Defendant liable to Plaintiffs and others similarly situated for  
22 Defendant’s unlawful business acts and practices for: (i) Defendant’s unlawful failure to pay earned  
23 wages owed to Plaintiffs and the Class; (ii) Defendant’s regular and systematic violation of its meal  
24 period obligations and its failure to pay Plaintiffs and the Class the premium wages required as a result  
25 of those violations; (iii) Defendant’s regular and systematic violation of their rest period obligations and  
26 failure to pay Plaintiff and Class members the premium wages required as a result of those violations;  
27 and (iv) Defendant’s breach of its contractual obligations to pay agreed upon wages. This list identifies  
28 the express unlawful conduct for which Plaintiffs currently seeks relief under Business and Professions

1 Code section 17200 et seq. and civil penalties pursuant to PAGA. Discovery and investigation may  
2 reveal other unlawful acts and, therefore, Plaintiffs specifically reserve the right to amend to include  
3 such other unlawful acts once he has been given the opportunity to conduct discovery.

4 4. Plaintiffs bring this class action on behalf of himself and all others similarly situated for  
5 unpaid wages, damages, waiting time penalties, restitution, and other relief against Defendant and  
6 DOES 1-50 for, among other things, their unlawful acts and/or practices as alleged herein.

7  
8 **II.**

9 **JURISDICTION AND VENUE**

10 5. This Court has jurisdiction over this action under Article 6 of the California Constitution  
11 and Code of Civil Procedure section 410.10 because Defendant transacted business and committed the  
12 acts complained of herein in California.

13 6. This Court also has jurisdiction over Plaintiffs' and the Class members' claims for: (i)  
14 unpaid overtime wages under Labor Code sections 510 and 1194; (ii) Defendant's meal period  
15 violations under Labor Code sections 226.7 and 512; (iii) Defendant's rest period violations under  
16 Labor Code section 226.7; (iv) Defendant's breach of contract to pay wages; (v) Defendant's failure to  
17 pay all wages upon termination in violation of Labor Code sections 201 through 203; (vi) Defendant's  
18 failure to furnish timely and accurate wage statements in violation of Labor Code sections 226; (vii)  
19 unpaid minimum wages under Labor Code sections 510, 558, 1182, 1182.12, 1194 and 1197; (viii)  
20 Defendant's violations of California's Unfair Competition Act ("UCL"), Business and Professions Code  
21 section 17200 et seq; and (ix) Plaintiffs' claim for injunctive relief forbidding destruction of records  
22 pertaining to the class period. This Court also has jurisdiction over Plaintiffs' and the Class members'  
23 claims restitution of unpaid wages and other ill-gotten benefits arising from Defendant's unlawful  
24 business practices under California Business and Professions Code section 17200 et seq.

25 7. Venue is proper in this judicial district pursuant to Code of Civil Procedure section 395.5  
26 because the acts, conduct, and events alleged herein occurred in Alameda County. Defendant either  
27 maintains headquarters or other offices, transacts business, and/or has an agent in Alameda County, and  
28 Defendant is otherwise within this Court's jurisdiction for purposes of service of process. The unlawful

1 acts alleged herein have a direct effect on Plaintiffs and those similarly situated within the State of  
2 California and within Alameda County. Defendant operates transportation services in Alameda County  
3 as well as in other counties within the State of California and employs numerous Class members  
4 throughout Alameda County.

5  
6 **III.**

7 **PARTIES**

8 8. Plaintiff ALEXANDER GUREVICH is a resident of Contra Costa County, and a citizen  
9 of the State of California. Mr. Gurevich was employed by Defendant as an Emergency Medical  
10 Technician/Ambulance Driver during the liability period as alleged herein.

11 9. Plaintiff KEVIN DICKENS is a resident of Alameda County, California, and a citizen of  
12 the State of California. Mr. Dickens was employed by Defendant as an Emergency Medical  
13 Technician/Ambulance Driver during the liability period as alleged herein.

14 10. Plaintiff PATRICK OPPIDO is a resident of Contra Costa County, and a citizen of the  
15 State of California. Mr. Oppido was employed by Defendant as an Emergency Medical  
16 Technician/Ambulance Driver during the liability period as alleged herein.

17 11. Plaintiff SPENCER STECZ is a resident of Alameda County, California, and a citizen of  
18 the State of California. Mr. Stecz was employed was employed by Defendant as an Emergency Medical  
19 Technician/Ambulance Driver during the liability period alleged herein.

20 12. Plaintiff CHRIS HERN is a resident of San Joaquin County, and a citizen of the State of  
21 California. Mr. Hern was employed by Defendant as an Emergency Medical Technician/Ambulance  
22 Driver during the liability period as alleged herein.

23 13. Plaintiff PHILIP JONES is a resident of Santa Clara County, and a citizen of the State of  
24 California. Mr. Jones was employed by Defendant as an Emergency Medical Technician/ Ambulance  
25 Driver during the liability period as alleged herein.

26 14. Plaintiffs appear in this action on behalf of themselves and on behalf of all others  
27 similarly situated. More than two-thirds of the Class members are citizens of the State of California and  
28 the misconduct alleged herein occurred in California.

1           15. Defendant ROYAL AMBULANCE, INC. (hereafter “Defendant”) is a California  
2 corporation licensed to do, and is doing, business in the State of California.

3           16. At all relevant times during the liability period, Defendant maintained and maintains its  
4 offices at 14472 Wicks Blvd., San Leandro, CA 94577.

5           17. At times relevant during the liability period, Defendant employed Plaintiffs and  
6 numerous other Emergency Medical Technicians/Ambulance Drivers (hereafter “EMT/Drivers”) in  
7 Alameda County and throughout the State of California. Defendant has significant contacts with  
8 Alameda County and the activities complained of herein occurred, in whole or in part, in Alameda  
9 County.

10          18. Plaintiffs are informed, believe, and thereon allege that Defendants Does 1 through 50 are  
11 corporations, or are other business entities or organizations of a nature unknown to Plaintiffs.

12          19. Plaintiffs are unaware of the true names of Defendants Does 1 through 50. Plaintiffs sue  
13 these Defendants by said fictitious names, and will amend this complaint when the true names and  
14 capacities are ascertained, when such facts pertaining to liability are ascertained, or as permitted by law  
15 or by the Court. Plaintiffs are informed and believes that each of the fictitiously named Defendants are  
16 in some manner responsible for the events and allegations set forth in this complaint.

17          20. Plaintiffs are informed, believes, and thereon alleges that at all relevant times, each  
18 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,  
19 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor  
20 in interest of some or all of the other Defendants, and was engaged with some or all of the other  
21 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other  
22 Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint.

23          21. Plaintiffs are informed, believes, and thereon alleges that each Defendant acted pursuant  
24 to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant  
25 knew or should have known about, authorized, ratified, adopted, approved, controlled, and/or aided and  
26 abetted the conduct of all other defendants. As used in this complaint, “Defendant” means “Defendants  
27 and each of them,” and refers to the Defendants named in the particular cause of action in which the  
28 word appears and includes Defendant ROYAL AMBULANCE, INC. and Does 1 through 50.

1 ///

2 22. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,  
3 employee, and/or joint venturer of each of the other defendants and was acting within the course and  
4 scope of said conspiracy, agency, employment, and/or joint venture and with the permission and consent  
5 of each of the other Defendants.

6 23. Plaintiffs make the allegations in this complaint without any admission that, as to any  
7 particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading, and Plaintiffs  
8 reserve all of Plaintiffs' rights to plead in the alternative.

9  
10 **IV.**

11 **FACTS COMMON TO ALL CAUSES OF ACTION**

12 24. Defendant ROYAL AMBULANCE, INC. provides various transportation services and  
13 owns and operates a wide range of medical transportation vehicles or ambulances in Alameda County  
14 and throughout California.

15 25. At all times relevant during the liability period, Defendant employed Plaintiffs and  
16 numerous other similarly situated EMT/Drivers to drive various medical transportation routes and  
17 assignments in and around the County of Alameda.

18 26. At all times relevant during the liability period, Defendant failed to timely pay Plaintiffs  
19 and other similarly situated EMT/Drivers all wages due and owing to them at regular pay periods in  
20 accordance with statutory requirements.

21 27. At all times relevant during the liability period, Defendant failed to timely pay Plaintiffs  
22 and other similarly situated EMT/Drivers all overtime wages due and owing to them at regular pay  
23 periods in accordance with statutory requirements.

24 28. At all times relevant during the liability period, Plaintiff and other similarly situated  
25 EMT/Drivers were required to work shifts lasting over five (5) hours and were not provided nor allowed  
26 to take a thirty (30) minute, uninterrupted meal period where they were relieved of all duties, for each  
27 such shift or work period.

28 29. At all times relevant during the liability period, Plaintiffs and other similarly situated

1 employee EMT/Drivers were assigned to and required to work shifts lasting over four (4) hours and  
2 were not provided nor allowed to take a ten (10) minute, uninterrupted rest break during each such shift  
3 or four (4) hour work period.

4 30. At all times relevant during the liability period, Plaintiffs and other similarly situated  
5 employee EMT/Drivers were required to suffer and permitted to work shifts of twenty-four (24) hours or  
6 longer and were not provided at least three (3) hours of meal periods, lasting no more than one (1) hour  
7 for each such uninterrupted meal period.

8 31. At all times relevant during the liability period, Plaintiffs and other similarly situated  
9 employee EMT/Drivers were required to suffer and permitted to work shifts of twenty-four (24) hours or  
10 longer and were not provided an uninterrupted eight (8) hour sleep period.

11 32. At all times relevant during the liability period, Defendant failed to pay Plaintiffs and  
12 other similarly situated employee EMT/Drivers all minimum wages due and owing to them at regular  
13 pay periods in accordance with statutory requirements.

14 33. For all of the foregoing reasons, Defendant is liable for failing to pay overtime wages,  
15 failing to provide proper meal and rest periods, failing to pay all wages owed on each pay period, failure  
16 to provide timely and accurate wage statements, failure to pay all wages owed upon termination, failure  
17 to pay minimum wages and unfair competition.

18 34. Plaintiffs are members of and seeks to be the representative for the Class of similarly  
19 situated employees who have all been exposed to, or suffered and were permitted to work under,  
20 Defendant's unlawful employment practices as alleged herein.

21 35. Plaintiffs, on behalf of himself and on behalf of the Class, seek: (i) unpaid overtime  
22 wages for all hours worked in excess of eight hours a day or forty hours a week; (ii) one hour of pay for  
23 each missed meal period; (iii) one hour of pay for each missed rest period; (iv) civil penalties under  
24 Labor Code section 226(e); (v) continuation wages under Labor Code section 203; (vi) unpaid minimum  
25 wages for all hours worked; (vii) restitution under Business and Professions Code section 17203 of all  
26 monies owed, but unlawfully withheld by Defendant; (viii) injunctive relief under Business and  
27 Professions Code section 17203; and (ix) civil penalties pursuant to PAGA, to which Plaintiffs and  
28 members of the Class are entitled for Defendant's failure to maintain wage records. Plaintiffs are

1 informed, believe, and thereon allege, that Defendant is continuing, and will continue, some or all of its  
2 unlawful practices as described herein.

3  
4 **V.**

5 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

6 36. Plaintiffs brings this action on behalf of themselves, on behalf of all others similarly  
7 situated, and on behalf of the General Public, and as a member the Class defined as follows:

8 **All current and former employee Emergency Medical Technicians -**  
9 **Ambulance Drivers, who are residents of California and employed by**  
10 **Defendant Royal Ambulance, Inc., in California, at any time**  
11 **beginning four (4) years prior to the filing of the Complaint through**  
12 **the date notice is mailed to the Class.**

13 Plaintiffs reserve the right to amend or otherwise alter the Class definition presented to the Court  
14 at the appropriate time, or propose or eliminate sub-Classes in response to facts learned through  
15 discovery, legal arguments advanced by Defendant, or otherwise.

16 37. This action has been brought and may be properly maintained as a class action pursuant  
17 to the provisions of California Code of Civil Procedure section 382 and other applicable law.

18 38. **Numerosity of the Class** - Code of Civ. Proc. § 382: Members of the Class are so  
19 numerous that their individual joinder is impracticable. Plaintiffs estimate that there are no less than  
20 1,200 current and former aggrieved employees of Defendant employed in EMT/Driver positions in  
21 Alameda County and throughout California during the Class period. The precise number of Class  
22 members and their addresses are unknown to Plaintiffs. However, Plaintiffs are informed and believes  
23 that the number can be obtained from the Defendant's records. Class members may be notified of the  
24 pendency of this action by electronic mail, the Internet, other mail, or published notice.

25 39. **Existence of Predominance of Common Questions of Fact and Law** - Code of Civ.  
26 Proc. § 382: Common questions of law and fact exist as to all members of the Class. These questions  
27 predominate over any questions affecting only individual class members. These common legal and  
28 factual questions include:



- 1 (a) Whether Defendant failed to properly pay its employees working as EMT/Drivers  
2 for all hours worked;
- 3 (b) Whether Defendant failed to provide its employees working as EMT/Drivers  
4 thirty (30) minute, uninterrupted meal periods as contemplated by California law  
5 for work periods of over five (5) hours;
- 6 (c) Whether Defendant failed to provide its employees working as EMT/Drivers ten  
7 (10) minute, uninterrupted rest periods as contemplated by California law for  
8 work periods of over four (4) hours;
- 9 (d) Whether Defendant violated Wage Order No. 9-2001 and Labor Code section  
10 226.7 by failing to afford its employee EMT/Drivers proper meal periods;
- 11 (e) Whether Defendant violated Wage Order No. 9-2001 and Labor Code section  
12 226.7 by failing to afford its employee EMT/Drivers proper rest periods;
- 13 (f) Whether Defendant failed to pay Plaintiffs and Class members upon termination  
14 all wages earned before termination in violations of Labor Code section 201 or  
15 202;
- 16 (g) Whether Defendant committed an unlawful business act or practice within the  
17 meaning of the Business and Professions Code section 17200 et seq.;
- 18 (h) Whether Defendant violated Business and Professions Code section 17200 et seq.  
19 by failing to afford its employee EMT/Drivers proper meal and rest periods;
- 20 (i) Whether the Class members are entitled to unpaid wages, waiting time penalties,  
21 and other relief;
- 22 (j) Whether, as a result of Defendant's unlawful conduct, Plaintiffs and the Class  
23 members are entitled to unpaid wages, waiting time penalties, restitution,  
24 equitable relief, and other relief, as well as the nature and amount of such relief;
- 25 (k) Whether Plaintiffs and the Class members are entitled to injunctive relief  
26 forbidding the destruction of records pertaining to the class period;
- 27 (l) Whether Plaintiffs and Class members are entitled to recover civil penalties  
28 pursuant PAGA; and

1 (m) Whether Defendant's affirmative defenses, if any, raise common issues of fact or  
2 law as to Plaintiffs and the Class members as a whole.

3 40. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the Class  
4 because Plaintiffs, as an employee Emergency Medical Technician/Ambulance Driver Ambulance  
5 Driver of Defendant, were exposed and subjugated to the same unlawful business practices as other  
6 EMT/Drivers employed by Defendant during the liability period. Plaintiffs and the members of the  
7 Class sustained the same types of damages and losses.

8 41. **Adequacy:** Plaintiffs are adequate representatives of the Class because his interests do  
9 not conflict with the interests of the members of the Class Plaintiffs seek to represent. Plaintiffs have  
10 retained counsel competent and experienced in complex class action litigation and Plaintiffs intend to  
11 prosecute this action vigorously. The interests of members of the Class will be fairly and adequately  
12 protected by Plaintiffs and their counsel.

13 42. **Superiority and Substantial Benefit:** The class action is superior to other available  
14 means for the fair and efficient adjudication of Plaintiffs' and the Class members' claims. The damages  
15 suffered by each individual Class member may be limited. Given the burden and expense of  
16 investigating and fully litigating Defendant's illicit conduct, separate pursuit of claims may well result  
17 in a net loss to individual class members. Further, it would be virtually impossible for the Class  
18 members to redress the wrongs done to them on an individual basis. Even if members of the Class  
19 themselves could afford such individual litigation, the court system could not. Individualized litigation  
20 increases the delay and expense to all parties and the court system, due to the complex legal and factual  
21 issues of the case. By contrast, the class action device presents far fewer management difficulties, and  
22 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a  
23 single court.

24 43. In the alternative, the Class should be certified because:

25 (a) The prosecution of separate actions by individual members of the Class would  
26 create a risk of inconsistent or varying adjudications with respect to individual Class members, which  
27 would establish incompatible standards of conduct for Defendant;

28 (b) The prosecution of separate actions by individual members of the Class would

1 create a risk of adjudications with respect to them, that would, as a practical matter, be dispositive of the  
2 interests of the other Class members not parties to the adjudications, or substantially impair or impede  
3 their ability to protect their interests; and

4 (c) Defendant has acted or refused to act on grounds generally applicable to the  
5 Class, and/or the General Public, thereby making final and injunctive relief appropriate with respect to  
6 the class as a whole.

7  
8 **VI.**

9 **PRIVATE ATTORNEY GENERAL ALLEGATIONS**

10 44. Class Members, including Plaintiffs are aggrieved employees as defined in Labor Code  
11 section 2699 (a). They bring this cause of behalf of themselves and other current or formed employees  
12 affected by the labor law violations alleged in this complaint.

13 45. Defendant, at all relevant times to this complaint, was an employer or person acting on  
14 behalf of an employer who violated Plaintiffs' and other aggrieved employees' rights by violating  
15 California Labor laws regulating payment of wages and/or th ehours and days of work, and are subject  
16 to civil penalties provided for in Labor Code section 558.

17 46. Defendant committed the following violations of the California labor Code against  
18 Plaintiffs, and, on that information and belief, against other current or former employees while they  
19 were employed by Defendants:

20 (a) Defendant violated Labor Code sections 201 and 202 by failing to pay Plaintiffs,  
21 and, on information and belief, against other current or former employees of  
22 Defendant all wages due on the date of the employee's involuntary termination or  
23 within 72 hours of receipt of notice of employee's voluntary termination.

24 (b) Defendant violated Labor Code section 204 by failing to pay all wages due, to  
25 Plaintiffs and, on information and belief, other current and former employees of  
26 Defendant at least twice during each calendar month, in compliance with those  
27 provisions.

28 (c) Defendant violated Labor Code section 226 by failing to provide accurate

1 itemized wage statements to Plaintiffs and, on information and belief, other  
2 current and former employees of Defendant.

3 (d) Defendant violated Labor Code sections 512, 226.7, 558 and provisions of the  
4 Industrial Welfare Commission Wage Orders by failing to provide meal periods  
5 and rest periods mandated by law.

6 (e) Defendant violated Labor Code sections 510, 558, 1182.12, 1197 and provisions  
7 of Industrial Welfare Commission Wage Orders by failing to pay Plaintiffs and,  
8 on information and belief, other current and former employees of Defendant, all  
9 minimum and wages overtime wages due for all hours worked.

10 (f) Defendant violated Labor Code section 1174 by failing to maintain payroll  
11 records showing the daily hours worked by Plaintiffs and, on information and  
12 belief, other current and former employees of Defendants.

13 47. On July 17, 2012 Plaintiffs sent notice to Defendant and the Labor and Workforce  
14 Development Agency (LDWA), by certified mail, notifying them of the specific violations and the facts  
15 and theories supporting those violations. More than 33 days have passes since the date the notice was  
16 mailed to the Defendant and the LWDA, and the LWDA did not respond to the letter.

17 48. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code section  
18 2698, *et seq.*, Plaintiffs, acting in the public interest as a private attorney general, seek assessment and  
19 collection of civil penalties, as otherwise provided by statute, for which Defendant is liable as a result of  
20 its violations of the following Labor Code sections in an amount to be proven at trial: For violations of  
21 Labor Code sections 201, 202 and 204, penalties pursuant to Labor Code section 210; for violations of  
22 Labor Code section 226 penalties pursuant to Labor Code section 226.3; for violations of Labor Code  
23 sections 512, 226.7, 558, and provisions of the applicable Industrial Wage Orders relating to meal and  
24 rest periods - penalties pursuant to Labor Code section 558 including an amount sufficient to recover  
25 underpaid wages due Plaintiffs and other current and former employees; or violations of Labor Code  
26 sections 558, 1182.12, 1197 and provisions of Industrial Welfare Commission Wage Orders relating to  
27 payment of minimum wages and overtime wages, penalties pursuant to Labor Code section 1197.1,  
28 penalties pursuant to Labor Code section 1197.1, penalties pursuant to Labor Code section 558

1 including an amount sufficient to recover underpaid wages due Plaintiffs and other current and former  
2 employees; for violations of Labor Code section 1174, penalties pursuant to Labor Code section 1174.5.

3 49. In addition to asserting class action claims in this action, Plaintiffs assert claims as a  
4 private attorney general on behalf of the members of the General Public pursuant to California Business  
5 and Professions Code section 17203. The purpose of such claims are to require Defendant to disgorge  
6 and restore all monies wrongfully obtained by Defendant through its unlawful business acts and  
7 practices. A private attorney general action is necessary and appropriate because Defendant has  
8 engaged in the wrongful acts described herein as a general business practice. Pursuant to Business and  
9 Professions Code section 17203, Plaintiffs pursue said representative claims and seeks relief on behalf  
10 of himself and the Class pursuant to Code of Civil Procedure section 382.

11  
12 **VII.**

13 **FIRST CAUSE OF ACTION**

14 **UNLAWFUL FAILURE TO PAY OVERTIME WAGES**

15 **(Violation of California Labor Code §§ 510, 1194; Wage Order Nos. 9-2001)**

16 **(Against All Defendants)**

17 50. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

18 51. Pursuant to California Labor Code sections 510 and 1194, and pursuant to IWC Wage  
19 Order No. 9, 8 California Code of Regulations section 11090, ("Wage Order No. 9"), it is unlawful for  
20 an employer to fail to pay employees at one and one-half (1.5) times the regular rate for all hours  
21 worked over eight (8) in a day and/or over forty (40) in a week. It is also unlawful for an employer to  
22 fail to pay employees at two (2) times the regular rate for all hours worked in excess of twelve (12)  
23 hours in one day. In addition, any work in excess of eight (8) hours on any seventh day of a workweek  
24 shall be compensated at the rate of no less than twice the regular rate of pay of an employee. The Code  
25 and Wage Orders also provide that the employee's regular rate of compensation equals one fortieth  
26 (1/40) of the employee's weekly salary.

27 52. At all times relevant during the liability period, Defendant maintained and enforced  
28 policies and practices of refusing to pay Plaintiffs and other similarly employed persons for all hours

1 worked. In particular, Defendant required each of its employee EMT/Drivers to suffer and were  
2 permitted to work shifts lasting over: (i) eight (8) hours in duration; and (ii) twelve (12) hours in  
3 duration, for which they were not properly paid overtime wages. In addition, Defendant required each  
4 of its employee EMT/Drivers to suffer and were permitted to work shifts lasting over eight (8) hours in  
5 duration seven (7) consecutive days of a workweek.

6 53. Plaintiffs are informed and believes, and thereon alleges, that the work days  
7 in which Plaintiffs and the Class members were not properly paid for all hours worked, were most often  
8 work days of more than eight (8) hours in a day, often over twelve (12) hours in a day, and the work  
9 weeks in which the employees were not paid for all hours worked, were most often work weeks of  
10 greater than forty (40) hours in a week. In addition, Plaintiffs and Class members were required to  
11 suffer and permitted to work seven (7) or more consecutive days in a workweek and were not properly  
12 paid for all hours worked.

13 54. Defendant failed to pay Plaintiffs and the other Class members one and one-half (1.5)  
14 times their regular rate of pay for all hours of work greater than eight (8) in a day or forty (40) in a week  
15 by failing to properly pay for all time worked by Plaintiffs and the Class members.

16 55. Defendant failed to pay Plaintiffs and the other Class members two (2.0) times their  
17 regular rate of pay for all hours of work greater than twelve (12) in a day by failing to properly pay for  
18 all time worked by Plaintiffs and the Class members.

19 56. Defendant failed to pay Plaintiffs and the other Class members two (2.0) times their  
20 regular rate of pay for all hours of work greater than eight (8) on the seventh day of a workweek by  
21 failing to properly pay for all time worked by Plaintiffs and the Class members.

22 57. For all work time over eight (8) hours in a day and over forty (40) in a week, that  
23 Plaintiffs and the Class members were not properly paid at the appropriate rate, Plaintiffs and the Class  
24 members are entitled to overtime pay at one and one-half (1.5) times their true regular rate, plus interest  
25 thereon, and pursuant to Labor Code section 1194, attorneys' fees and costs according to proof.

26 58. For all work time over twelve (12) hours in a day, that Plaintiffs and the Class members  
27 were not properly paid at the appropriate rate, Plaintiffs and the Class members are entitled to overtime  
28 pay at two (2.0) times their true regular rate, plus interest thereon, and pursuant to Labor Code section

1 1194, attorneys' fees and costs according to proof.

2 59. For all work time in excess of eight (8) hours on the seventh day in any workweek, that  
3 Plaintiffs and the Class members were not properly paid at the appropriate rate, Plaintiffs and the Class  
4 members are entitled to overtime pay at two (2.0) times their true regular rate, plus interest thereon, and  
5 pursuant to Labor Code section 1194, attorneys' fees and costs according to proof.

6 60. WHEREFORE, Plaintiffs and the Class members are entitled to their unpaid overtime  
7 wages, interest, attorneys' fees, and costs pursuant to Labor Code section 1194, subdivision (a).

8  
9 **VIII.**

10 **SECOND CAUSE OF ACTION**

11 **UNLAWFUL FAILURE TO PROVIDE ADEQUATE MEAL PERIODS**

12 **(Violation of California Labor Code §§ 512, 226.7; Wage Order Nos. 9-2001)**

13 **(Against All Defendants)**

14 61. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

15 62. Defendant's unlawful conduct alleged herein occurred in the course of employment of  
16 Plaintiffs and all others similarly situated and Defendant has done so continuously through the filing of  
17 this complaint.

18 63. Plaintiffs and similarly situated Class members regularly work in excess of five (5) hours  
19 a day without being afforded at least a thirty (30) minuted meal period in which they are relieved of all  
20 duties as required by Labor Code sections 226.7 and 512 and Wage Order No. 9-2001 section 11A.

21 64. Because Defendant failed to afford proper meal periods, it is liable to Plaintiffs and the  
22 Class members for one (1) hour of additional pay at the regular rate of compensation for each workday  
23 that the proper meal period was not provided, pursuant to Labor Code section 226.7, Wage Order No. 9-  
24 2001 section 11D.

25 65. As a direct and proximate result of Defendant's violation of Labor Code sections 512 and  
26 226.7, and Wage Order No. 9-2001, Plaintiffs and other Class members have suffered irreparable harm  
27 and monetary damages entitling them to relief. Plaintiffs, on behalf of themselves and on behalf of the  
28 Class, seeks damages and all other relief allowable, including premium pay for each work shift longer

1 than five (5) hours during which the employee was not provided a full thirty (30) minute, uninterrupted  
2 meal break, attorneys fees, and prejudgment interest.

3 66. WHEREFORE, Plaintiffs and the Class members are entitled to one (1) hour of pay for  
4 each missed meal break, as well as pre-judgment interest.

5  
6 **IX.**

7 **THIRD CAUSE OF ACTION**

8 **UNLAWFUL FAILURE TO PROVIDE ADEQUATE REST PERIODS**

9 **(Violation of California Labor Code § 226.7; Wage Order Nos. 9-2001)**

10 **(Against All Defendants)**

11 67. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

12 68. Defendant's unlawful conduct alleged herein occurred in the course of employment of  
13 Plaintiffs and all others similarly situated and such conduct has continued through the filing of this  
14 complaint.

15 69. Plaintiffs and similarly situated Class members regularly work in excess of four (4) hours  
16 a day without being afforded a ten (10) minute rest period in which they are relieved of all duties as  
17 required by Labor Code section 226.7 and Wage Order No. 9-2001 section 12A.

18 70. Because Defendant failed to afford proper rest periods, it is liable to Plaintiffs and the  
19 Class members for one (1) hour of additional pay at the regular rate of compensation for each rest period  
20 that was not provided, pursuant to Labor Code section 226.7 and Wage Order No. 9-2001 section 12B.

21 71. As a direct and proximate result of Defendant's violation of Labor Code section 226.7  
22 and Wage Order No. 9-2001, Plaintiffs and other Class members have suffered irreparable harm and  
23 monetary damages entitling them to relief. Plaintiffs, on behalf of themselves and on behalf of the  
24 Class, seeks damages and all other relief allowable, including premium pay for each work shift longer  
25 than four (4) hours during which each employee was not provided a full ten (10) minute, uninterrupted  
26 rest period, attorneys' fees, and prejudgment interest.

27 72. WHEREFORE, Plaintiffs and the Class members are entitled to one (1) hour of pay for  
28 each missed rest period, as well as pre-judgment interest.



1  
2 **X.**

3 **FOURTH CAUSE OF ACTION**

4 **BREACH OF CONTRACT TO PAY WAGES**

5 **(Against All Defendants)**

6 73. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

7 74. California Labor Code section 204 requires employers to pay employees all earned wages  
8 two times per month. At all relevant times, Plaintiffs and Class members were entitled to be paid twice  
9 a month at rates required by written, oral, and implied agreement with Defendants, including overtime at  
10 time-and-a-half for all work time over eight hours in a day and all work time over 40 hours in a week,  
11 and double time for all hours over 12 in a day. However, during all such times, Defendants  
12 systematically failed and refused to pay the Employees all such wages due, and failed to pay those  
13 wages twice a month.

14 75. Even when the Employees were able to start meal periods, they were not provided with  
15 the full, lawful 30 minute uninterrupted meal periods. Instead, Defendant interrupted the meal periods  
16 and interfered with the Employees' taking them. And yet Defendant automatically deducted 30 minutes  
17 from the Employees' work time and wages each day for a supposed meal period, even when the  
18 Employees did not get a meal period at all, or got only part of the required 30 minute meal periods. This  
19 is demonstrated by the records of work time, and paid time kept by Defendants.

20 76. Thus, because Defendant automatically deducted 30 minutes from the Employees' work  
21 time and wages each day for a supposed meal period even when the Employees worked through part or  
22 all of the 30 minutes, the Employees regularly were not paid for 1 to 30 minutes of work time; that is,  
23 they regularly worked off the clock, without pay, for 1 to 30 minutes. Much of this off-the-clock work  
24 is overtime, because the Employees' paid time for the day, in addition to the off-the-clock work, was  
25 already at least 8 hours in the day or 40 hours in the week, or both.

26 77. Also, consistent with Defendant's policies and/or practices, Defendants fail to pay the  
27 Employees at all, and fail to pay them at the required overtime rates, for unpaid work time exceeding  
28 eight hours per day and work time exceeding forty hours per week by the following method at least.

1 Beginning in 2008, Defendant instituted a practice of rounding the Employees' work time. The  
2 rounding is unlawful because:

3 a. Industrial realities, the realities of Defendant's operations, are such that it is  
4 possible, practical, and feasible to count and pay for the Employees' work time to the minute.

5 b. The rounding is used in a manner that results, over a period of time, in failure to  
6 compensate the Employees properly for all the time they have actually worked.

7 78. All conditions precedent to Defendant's obligations to pay the unpaid wages alleged  
8 herein have occurred or been performed.

9 79. WHEREFORE, as a direct and proximate result of Defendant's conduct as alleged  
10 herein, Plaintiffs and Class members have suffered monetary damages in an amount equal to their  
11 unpaid wages, plus interest thereon.

12  
13 **XI.**

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

16 **(Violation of California Labor Code § 203)**

17 **(Against All Defendants)**

18 80. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

19 81. At all times relevant during the liability period, Plaintiffs and the other members of the  
20 Class were employees of Defendant covered by Labor Code section 201 or section 202.

21 82. Pursuant to Labor Code section 201 or section 202, Plaintiffs and members of the Class  
22 were entitled, upon termination, to timely payment of all wages earned and unpaid prior to termination.  
23 Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge  
24 immediately upon termination. Employees who resigned were entitled to payment of all wages earned  
25 and unpaid prior to resignation within seventy-two (72) hours after giving notice of resignation or, if  
26 they gave seventy-two (72) hours previous notice, they were entitled to payment of all wages earned and  
27 unpaid prior to resignation at the time of resignation.

28 83. At all times relevant during the liability period, Defendant failed to pay Plaintiffs and

1 members of the Class all wages earned and unpaid prior to termination in accordance with Labor Code  
2 section 201 or section 202. Plaintiffs are informed, believe, and thereon alleges, that at all relevant  
3 times within the liability period applicable to this cause of action, Defendant maintained a policy and  
4 practice of not paying Plaintiff and other members of the Class upon termination: (i) overtime wages for  
5 all overtime hours worked; and (ii) all earned premium wages as a result of missed meal and rest  
6 periods.

7 84. Defendant's failure to pay Plaintiffs and members of the Class all wages earned prior to  
8 termination in accordance with Labor Code section 201 or section 202 was willful. Defendant had the  
9 ability to pay all wages earned by employees prior to termination in accordance with Labor Code section  
10 201 or section 202, but intentionally adopted policies and/or practices incompatible with the  
11 requirements of Labor Code section 201 or section 202. When Defendant failed to pay upon termination  
12 all wages earned prior to termination, Defendant knew what it was doing and intended to do what it did.

13 85. Pursuant to Labor Code section 201 or section 202, Plaintiffs and members of the Class  
14 are entitled to all wages earned prior to termination that Defendant did not pay them.

15 86. Pursuant to Labor Code section 203, Plaintiffs and members of the Class are entitled to  
16 continuation of their wages, from the day their earned and unpaid wages were due upon termination  
17 until paid, up to a maximum of thirty (30) days.

18 87. As a result of Defendant's conduct, Plaintiffs and members of the Class have suffered  
19 damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to  
20 termination.

21 88. As a result of Defendant's conduct, Plaintiffs and members of the Class have suffered  
22 damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed  
23 under Labor Code section 203.

24 89. WHEREFORE, pursuant to Labor Code sections 218, 218.5, and 218.6, Plaintiffs and  
25 members of the Class are entitled to recover the full amount of their unpaid wages, continuation wages  
26 under section 203, interest thereon, reasonable attorneys' fees, and costs of suit.

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2  
3 **XII.**

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO FURNISH AND MAINTAIN TIMELY**  
6 **AND ACCURATE WAGE STATEMENTS**

7 **(Violation of California Labor Code § 226)**

8 (Against All Defendants)

9 90. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

10 91. California Labor Code section 226 (a) requires employers to furnish each employee with  
11 a statement itemizing the gross wages earned by the employee, either semi-monthly or at the time each  
12 payment of wages is made. Labor Code section 226 (e) provides that if an employer knowingly and  
13 intentionally fails to provide a statement itemizing the total gross wages earned by the employee, then  
14 the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial  
15 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars  
16 (\$4000).

17 92. Plaintiffs are informed and believe that at all times relevant, Defendant knowingly and  
18 intentionally failed to furnish and continues to knowingly and intentionally fail to furnish Plaintiffs and  
19 each Class member with timely and accurate itemized statements showing the gross wages earned by  
20 each of them, as required by Labor Code section 226 (a), by leaving out the premium wages payable by  
21 virtue of the meal break violations.

22 93. California Labor Code section 226 (a) also requires an employer to keep and maintain  
23 accurate itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the  
24 employee, (3) the number of piece-rate units earned, if applicable, (4) all deductions, provided that all  
25 deductions made on written orders of the employee may be aggregated and shown as one item, (5) net  
26 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
27 employee and the last four digits of his or her social security number or an employee identification  
28 number other than a social security number, (8) the name and address of the legal entity that is the

1 employer and, (9) all applicable hourly rates in effect during the pay period and the corresponding  
2 number of hours worked at each hourly rate by the employee. It also requires that deductions made  
3 from payment of wages shall be recorded in ink or other indelible form; statements must be properly  
4 dated, showing the month, day and year; and a copy of the statement and the record of the deductions  
5 shall be kept on file by the employer for at least three years, at the place of employment or at a central  
6 location within the State of California.

7 94. At all relevant times and continuing, Defendant knowingly and intentionally failed to  
8 keep and maintain the legally required wage records required under Labor Code section 226 (a) or in the  
9 alternative, negligently destroyed such wage records.

10 95. Plaintiffs are informed, believe, and thereon alleges that Defendant has engaged in the  
11 willful destruction of documents that they are required to keep and maintain under Labor Code section  
12 226, including documents relevant to the terms and conditions of Plaintiffs' and the Class Members'  
13 employment.

14 96. WHEREFORE, Defendant is liable to Plaintiffs and other Class members for the amounts  
15 provided by Labor Code section 226 (e).

16  
17 **XIII.**

18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES**

20 **(Cal. Lab. Code §§ 510, 558, 1182, 1182.12, 1194, 1197)**

21 **(Against All Defendants)**

22 97. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

23 98. Defendants willfully failed to pay Class Members, including Plaintiffs minimum wages  
24 due to them, as required by California Labor Code sections 1182, 1194, 1197.

25 99. Class members, including Plaintiffs are entitled to recover such amounts, plus interest  
26 thereon, attorney's fees and costs along with applicable statutory penalties and civil penalties including  
27 those under Labor Code sections 1194.2 and 1197 *et seq.*

1  
2 **XIII.**

3 **EIGHTH CAUSE OF ACTION**

4 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION ACT**

5 **(Violation of California’s Unfair Competition Law, Bus. & Prof. Code § 17200 et seq.)**

6 **(Against All Defendants)**

7 100. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

8 101. Plaintiffs brings this claim on behalf of himself and all others similarly situated in his  
9 representative capacity as a private attorney general against Defendant and Does 1 through 50, for their  
10 unlawful or unfair business acts and/or practices pursuant to California Business and Professions Code  
11 section 17200 et seq. (“UCL”), which prohibits all unlawful, unfair, or fraudulent business acts and  
12 practices.

13 102. Plaintiffs assert these claims as representatives of an aggrieved group, and as a private  
14 attorney general on behalf of the General Public and other persons who have been exposed to  
15 Defendant’s unlawful acts and/or practices and are owed wages that the Defendant should be required to  
16 pay or reimburse under the restitutionary remedy provided by California Business and Professions Code  
17 section 17200 et seq.

18 103. The unlawful acts and practices of Defendant alleged above constitute unlawful business  
19 acts and/or practices within the meaning of California Business and Professions Code sections 17200 et  
20 seq. Defendant’s unlawful business acts and/or practices as alleged herein have violated numerous laws,  
21 including state statutory and/or common law, and said predicate acts are therefore *per se* violations of  
22 section 17200 et seq. These predicate unlawful business acts and/or practices are:

- 23 (a) Defendant’s unlawful failure to overtime wages owed to Plaintiffs and the Class,  
24 as alleged above;
- 25 (b) Defendant’s regular and systematic violation of its meal period obligations, as  
26 alleged above, and failure to pay Plaintiffs and the Class the premium wages  
27 required as a result of those violations;
- 28 (c) Defendant’s regular and systematic violation of their rest period obligations, as

1                   alleged above, and failure to pay Plaintiffs and Class members the premium  
2                   wages required as a result of those violations;

3                   (d)     Defendant's breach of its contractual obligations to pay agreed upon wages, as  
4                   alleged above; and

5                   (e)     Defendant's unlawful failure to pay minimum wages owed to Plaintiffs and the  
6                   Class, as alleged above.

7     The above list identifies the express unlawful conduct for which Plaintiffs currently seek relief under  
8     Business and Professions Code section 17200 et seq. Discovery and investigation may reveal other  
9     unlawful acts and, therefore, Plaintiffs specifically reserve the right to amend to include such other  
10    unlawful acts once he has been given the opportunity to conduct discovery.

11           104.    As a direct and proximate result of the unlawful conduct, alleged above, Defendant  
12           violated the California Labor Code and the applicable Wage Orders of the California Industrial Welfare  
13           Commission, and breached its agreements with Plaintiffs and the Class members.

14           105.    As a direct and proximate result of Defendant's violations of the Unfair Competition  
15           Law, Plaintiffs suffered injuries in fact and lost money and property, within the meaning of the Unfair  
16           Competition Law.

17           106.    As a direct and proximate result of the aforementioned acts, Defendant received and  
18           continues to hold monies that Plaintiffs and the other Class members have a possessory interest in.

19           107.    Pursuant to Pursuant to Business and Professions Code section 17200 et seq., Plaintiffs  
20           and the Class members are entitled to restitution for at least the following: overtime wages, minimum  
21           wages, wages at the regular, contractual rates, meal period premium wages, rest period premium wages  
22           as alleged above.

23           108.    Pursuant to section 17203 of the UCL, Plaintiff seeks an order of this Court enjoining  
24           Defendant from continuing to engage in the unlawful business practice of violating Labor Code sections  
25           226(a) and 1174, which require the maintenance of wage records.

26           109.    WHEREFORE, Plaintiff and the other Class members are entitled to equitable relief,  
27           including restitution, attorneys' fees, and costs. Plaintiff and the other Class members are also entitled  
28           to declaratory and injunctive relief for Defendant's failure to keep and maintain records pursuant to

1 Labor Code section 226.

2 **XIII.**

3 **NINTH CAUSE OF ACTION**

4 **FOR INJUNCTIVE RELIEF FORBIDDING DESTRUCTION OF RECORDS PERTAINING TO**  
5 **THE CLASS PERIOD**

6 **(Against All Defendants)**

7 110. On June 20, 2012, counsel for Plaintiffs sent a letter to counsel for Defendants, David A.  
8 Leporiere, advising him not to destroy such records and requesting that he confirm that his clients would  
9 not destroy relevant documents. Mr. Leporiere did not respond.

10 111. Plaintiffs are now informed and believed that Defendants and their agents have engaged  
11 in destruction of documents relevant to compensation and terms and conditions of employment  
12 regarding Class Members, including Plaintiffs during the Class Period.

13 112. All relevant Wage Orders require employers to maintain payroll records of total hours  
14 worked each day, start and end time of each work period, total hours worked in the payroll priod and the  
15 applicable rates of pay, and total wages paid each payroll period for three years. Cal Code Reds., tit. 8  
16 sections 11010-11130, subds (7)(A) & (C).

17 113. Class Members, including Plaintiffs assert that they are likely to succeed on the merits,  
18 that they are likely to suffer irreparable harm in the absence of preliminary and permanent relief, that the  
19 balance of equities tips in their favor, and that an injunction is in the public interest.

20 114. Defendants' past and prospective destruction of relevant payroll records entitle Class  
21 Members, including Plaintiffs to seek preliminary and permanent injunctive relief, including but not  
22 limited to orders that Defendants must maintain all payroll records, including any purported agreements  
23 with Class Members, including Plaintiffs regarding wages and working hours during the pendency of  
24 this action.

25 **XIV.**

26 **PRAYER**

27 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated and also on  
28 behalf of the General Public, pray for: (i) an order certifying this case as a class action and appointing



1 Plaintiff and his counsel to represent the class; and (ii) judgment against Defendant as follows:  
2

3 **FIRST CAUSE OF ACTION**

4 **UNLAWFUL FAILURE TO PAY OVERTIME WAGES**

5 **(Violation of California Labor Code §§ 510, 1194; Wage Order No. 9-2001)**

- 6 A. For all unpaid overtime wages due Plaintiffs and each Class member;  
7 B. For prejudgment interest at the maximum legal rate;  
8 C. For reasonable attorneys' fees;  
9 D. For costs of suit; and  
10 E. For such other relief as the Court may deem just and proper.

11 **SECOND CAUSE OF ACTION**

12 **UNLAWFUL FAILURE TO PROVIDE ADEQUATE MEAL PERIODS**

13 **(Violation of California Labor Code §§ 512, 226.7; Wage Order No. 9-2001)**

- 14 A. For one hour of premium wages due Plaintiffs and each Class member for each work  
15 period of more than five (5) hours when they did not receive an uninterrupted thirty (30)  
16 minute meal period;  
17 B. For prejudgment interest at the maximum legal rate;  
18 C. For reasonable attorneys' fees;  
19 D. For costs of suit; and  
20 E. For such other relief as the Court may deem just and proper.

21  
22 **THIRD CAUSE OF ACTION**

23 **UNLAWFUL FAILURE TO PROVIDE ADEQUATE REST PERIODS**

24 **(Violation of California Labor Code § 226.7; Wage Order No. 9-2001)**

- 25 A. For one (1) hour of wages due Plaintiffs and each Class member for each work period of  
26 more than four (4) hours when they did not receive and uninterrupted ten (10) minute rest  
27 period;  
28 B. For prejudgment interest at the maximum legal rate;

- 1 C. For reasonable attorneys' fees;  
2 D. For costs of suit; and  
3 E. For such other relief as the Court may deem just and proper.  
4

5 **FOURTH CAUSE OF ACTION**

6 **BREACH OF CONTRACT TO PAY WAGES**

- 7 A. For damages to the full extent permitted by the law;  
8 B. For prejudgment interest at the maximum legal rate;  
9 C. For reasonable attorneys' fees;  
10 D. For costs of suit; and  
11 E. For such other relief as the Court may deem just and proper.  
12

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

15 **(Violation of California Labor Code § 203)**

- 16 A. For damages, including the full amount of Plaintiffs' and Class members unpaid wages  
17 and continuation wages allowable under Labor Code section 203;  
18 B. For prejudgment interest at the maximum legal rate;  
19 C. For reasonable attorneys' fees;  
20 D. For costs of suit; and  
21 E. For such other relief as the Court may deem just and proper.  
22

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO FURNISH AND MAINTAIN TIMELY**

25 **AND ACCURATE WAGE STATEMENTS**

26 **(Violation of California Labor Code § 226)**

- 27 A. For statutory penalties under Labor Code section 226(e);  
28 B. For prejudgment interest at the maximum legal rate;

- 1 C. For reasonable attorneys' fees;  
2 D. For costs of suit; and  
3 E. For such other relief as the Court may deem just and proper.

4 **SEVENTH CAUSE OF ACTION**

5 **UNLAWFUL FAILURE TO PAY MINIMUM WAGES**

6 **(Violation of California Labor Code §§ 510, 558, 1182, 1182.12, 1194, 1197)**

- 7 A. For all unpaid minimum wages due Plaintiffs and each Class member;  
8 B. For prejudgment interest at the maximum legal rate;  
9 C. For reasonable attorneys' fees;  
10 D. For costs of suit; and  
11 E. For such other relief as the Court may deem just and proper.

12  
13 **EIGHTH CAUSE OF ACTION**

14 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT**

15 **(Violation of California's Unfair Competition Law, Bus. & Prof. Code § 17200 et seq.)**

- 16 A. For an order awarding restitution of the unpaid regular, overtime, and premium wages  
17 due Plaintiff and the Class members;  
18 B. For declaratory and injunctive relief including: (i) a mandatory injunction requiring  
19 Defendant to comply with Labor Code section 226(a) with respect to keeping and  
20 maintaining employee records; and (ii) a prohibitory injunction forbidding Defendant  
21 from destroying employee records that it is required to keep and maintain pursuant to  
22 Labor Code section 226;  
23 C. For prejudgment interest at the maximum legal rate;  
24 D. For reasonable attorneys' fees;  
25 E. For costs of suit; and  
26 F. For such other relief as the Court may deem just and proper.

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NINTH CAUSE OF ACTION

**FOR INJUNCTIVE RELIEF FORBIDDING DESTRUCTION OF RECORDS PERTAINING TO  
THE CLASS PERIOD**

A. For injunction relief forbidding the destruction of records pertaining to the class period.

XV.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and the Class members on all claims so triable.

DATED: November 8, 2013

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