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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN MATEO**

KAITLYN SHEPARDSON,  
individually, and on behalf of other  
members of the general public similarly  
situated,

Plaintiff,

vs.

ADECCO USA, INC.,  
and DOES 1 through 100, inclusive,

Defendants.

Case No.:

CLASS ACTION

**COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code;
- (2) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (3) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (4) Violation of California Business & Professions Code § 17200, et seq.

1 COMES NOW, Plaintiff KAITLYN SHEPARDSON (“Plaintiff”), individually,  
2 and on behalf of other members of the general public similarly situated, alleges as follows:  
3

4 **JURISDICTION AND VENUE**

5 1. This class action is brought pursuant to the California Code of Civil  
6 Procedure Section 382. The monetary damages and restitution sought by Plaintiff exceeds  
7 the minimal jurisdiction limits of the Superior Court and will be established according to  
8 proof at trial.

9 2. This Court has jurisdiction over this action pursuant to the California  
10 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction  
11 in all other causes” except those given by statute to other courts. The statutes under which  
12 this action is brought do not specify any other basis for jurisdiction.

13 3. This Court has jurisdiction over Defendant because, upon information  
14 and belief, Defendant is a citizen of California, has sufficient minimum contacts in  
15 California, or otherwise intentionally avails itself of the California market so as to render  
16 the exercise of jurisdiction over it by the California courts consistent with traditional  
17 notions of fair play and substantial justice.

18 4. Venue is proper in this Court because, upon information and belief,  
19 Defendant maintains offices, has agents, and/or transacts business in the State of  
20 California, including the County of San Mateo. Plaintiff resides in the State of California  
21 and the majority of the acts and omissions alleged herein relating to Plaintiff and the other  
22 class members took place in the State of California, County of San Mateo. Moreover, at  
23 all relevant times, Defendant ADECCO headquarters and “nerve center” have been  
24 located within the State of California, County of San Mateo.

25 **PARTIES**

26 5. Plaintiff KAITLYN SHEPARDSON is an individual residing in the State  
27 of California.

28 6. Defendant ADECCO, at all times herein mentioned, was and is, upon

1 information and belief, a California corporation, and at all times herein mentioned, an  
2 employer whose employees are engaged throughout the State of California, including the  
3 County of San Mateo.

4  
5 7. At all relevant times, Defendant ADECCO was the “employer” of  
6 Plaintiff within the meaning of all applicable state laws and statutes within four years of  
7 the filing of this Complaint.

8 8. At all times herein relevant, Defendant ADECCO, and DOES 1 through  
9 100, and each of them, were the agents, partners, joint venturers, joint employers,  
10 representatives, servants, employees, successors-in-interest, co-conspirators and assigns,  
11 each of the other, and at all times relevant hereto were acting within the course and scope  
12 of their authority as such agents, partners, joint venturers, representatives, servants,  
13 employees, successors, co-conspirators and assigns, and all acts or omissions alleged  
14 herein were duly committed with the ratification, knowledge, permission, encouragement,  
15 authorization and consent of each defendant designated herein.

16 9. The true names and capacities, whether corporate, associate, individual  
17 or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who  
18 sues said defendants by such fictitious names. Plaintiff is informed and believes, and  
19 based on that information and belief alleges, that each of the defendants designated as a  
20 DOE is legally responsible for the events and happenings referred to in this Complaint,  
21 and unlawfully caused the injuries and damages to Plaintiff and the other class members  
22 as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to  
23 show the true names and capacities when the same have been ascertained.

24 10. Defendant ADECCO and DOES 1 through 100 will hereinafter  
25 collectively be referred to as “Defendants.”

26 11. Plaintiff further alleges that Defendants, directly or indirectly, controlled  
27 or affected the working conditions, wages, working hours, and conditions of employment  
28 of Plaintiff and the other class members so as to make each of said Defendants as

1 employers liable under the statutory provisions set forth herein.  
2

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4 **CLASS ACTION ALLEGATIONS**

5 12. Plaintiff brings this action on her own behalf and on behalf of all other  
6 members of the general public similarly situated, and, thus, seeks class certification under  
7 Code of Civil Procedure section 382.

8 13. The proposed class is defined as follows:

9 All current and former hourly "Store Operators" or persons who held  
10 similar job titles and/or performed similar job duties who worked for  
11 Defendants within the State of California at any time within four years  
12 prior to the filing of the original complaint until resolution of this action.

13 14. Plaintiff reserves the right to establish subclasses as appropriate.

14 15. The class is ascertainable and there is a well-defined community of  
15 interest in the litigation:

16 a. Numerosity: The class members are so numerous that joinder of  
17 all class members is impracticable. The membership of the entire class is unknown to  
18 Plaintiff at this time; however, the class is estimated to be greater than one hundred  
19 individuals and the identity of such membership is readily ascertainable by inspection of  
20 Defendants' employment records.

21 b. Typicality: Plaintiff's claims are typical of all other class  
22 members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests  
23 of the other class members with whom she has a well-defined community of interest.

24 c. Adequacy: Plaintiff will fairly and adequately protect the  
25 interests of each class member, with whom she has a well-defined community of interest  
26 and typicality of claims, as demonstrated herein. Plaintiff has no interest that is  
27 antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel,  
28 are versed in the rules governing class action discovery, certification, and settlement.

Plaintiff has incurred, and during the pendency of this action will continue to incur, costs

1 and attorneys' fees, that have been, are, and will be necessarily expended for the  
2 prosecution of this action for the substantial benefit of each class member.

3  
4 d. Superiority: A class action is superior to other available methods  
5 for the fair and efficient adjudication of this litigation because individual joinder of all  
6 class members is impractical.

7 e. Public Policy Considerations: Certification of this lawsuit as a  
8 class action will advance public policy objectives. Employers of this great state violate  
9 employment and labor laws every day. Current employees are often afraid to assert their  
10 rights out of fear of direct or indirect retaliation. However, class actions provide the class  
11 members who are not named in the complaint anonymity that allows for the vindication of  
12 their rights.

13 16. There are common questions of law and fact as to the class members that  
14 predominate over questions affecting only individual members. The following common  
15 questions of law or fact, among others, exist as to the members of the class:

16 a. Whether Defendants' failure to pay wages, without abatement or  
17 reduction, in accordance with the California Labor Code, was willful;

18 b. Whether Defendants required Plaintiff and the other class  
19 members to work over eight (8) hours per day and/or over forty (40) hours per week and  
20 failed to pay the legally required overtime compensation to Plaintiff and the other class  
21 members;

22 c. Whether Defendant scheduled and required Plaintiff and the other  
23 class members to report to work, but failed to provide or furnish them with more than half  
24 of his or her usual or scheduled day's work;

25 d. Whether Defendants deprived Plaintiff and the other class  
26 members of rest periods or required Plaintiff and the other class members to work during  
27 rest periods without compensation;

28 e. Whether Defendants failed to pay minimum wages to Plaintiff

1 and the other class members;

2 f. Whether Defendants failed to pay all wages due to Plaintiff and  
3 the other class members within the required time upon their discharge or resignation;

4 g. Whether Defendants failed to timely pay all wages due to  
5 Plaintiff and the other class members during their employment;

6 h. Whether Defendants complied with wage reporting as required by  
7 the California Labor Code; including, *inter alia*, section 226;

8 i. Whether Defendants kept complete and accurate payroll records  
9 as required by the California Labor Code, including, *inter alia*, section 1174(d);

10 j. Whether Defendants failed to reimburse Plaintiff and the other  
11 class members for necessary business-related expenses and costs;

12 k. Whether Defendants' conduct was willful or reckless;

13 l. Whether Defendants engaged in unfair business practices in  
14 violation of California Business & Professions Code section 17200, et seq.;

15 m. The appropriate amount of damages, restitution, and/or monetary  
16 penalties resulting from Defendants' violation of California law; and

17 n. Whether Plaintiff and the other class members are entitled to  
18 compensatory damages pursuant to the California Labor Code.

19 **GENERAL ALLEGATIONS**

20 17. At all relevant times set forth herein, Defendants employed Plaintiff and  
21 other persons as hourly "Store Operator" employees.

22 18. Defendants, jointly and severally, employed Plaintiff within four years of  
23 the filing of this Complaint in the State of California.

24 19. Defendants hired Plaintiff and the "Store Operators" and failed to pay  
25 them all wages owed under California law.

26 20. Defendants continue to employ "Store Operators" and failed to pay them  
27 all wages owed under California law.  
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2 21. Plaintiff is informed and believes, and based thereon alleges, that  
3 Defendants engaged in a uniform policy and systematic scheme of wage abuse against  
4 their "Store Operators." This scheme involved, *inter alia*, failing to pay them all wages  
5 owed, failing to provide rest breaks as required under California law, failing to pay the  
6 minimum required on days when they reported to work and were sent home as required  
7 under California law and failing to reimburse them for all business related expenses  
8 according to California law.

9 22. Plaintiff is informed and believes, and based thereon alleges, that  
10 Defendants knew or should have known that Plaintiff and the other class members were  
11 entitled to receive certain wages for work they performed, pay for denied rest periods, and  
12 for being sent home after reporting to work without any compensation.

13 23. Plaintiff is informed and believes, and based thereon alleges, that  
14 Defendants intentionally and willfully scheduled and required Plaintiff and the other class  
15 members to report to work but did not provide or furnish them with more than half of his  
16 or her usual or scheduled day's work.

17 24. Plaintiff is informed and believes, and based thereon alleges, that  
18 Defendants failed to provide Plaintiff and the other class members the required rest  
19 periods during the relevant time period as required under the Industrial Welfare  
20 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

21 25. Plaintiff is informed and believes, and based thereon alleges, that  
22 Defendants knew or should have known that Plaintiff and the other class members were  
23 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's  
24 and the other class member's regular rate of pay when a rest period was missed. Plaintiff  
25 and the other class members they did not receive all rest periods or payment of one  
26 additional hour of pay at Plaintiff's and the other class members' regular rate of pay when  
27 a rest period was missed.

28 26. Plaintiff is informed and believes, and based thereon alleges, that

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2 Defendants knew or should have known that Plaintiff and the other class members were  
3 entitled to receive at least minimum wages for compensation and that they were not  
4 receiving at least minimum wages for all hours worked.

5 27. Plaintiff is informed and believes, and based thereon alleges, that  
6 Defendants knew or should have known that Plaintiff and the other class members were  
7 entitled to receive all wages owed to them upon discharge or resignation, including  
8 overtime and minimum wages rest period premiums, and they did not, in fact, receive all  
9 such wages owed to them at the time of their discharge or resignation.

10 28. Plaintiff is informed and believes, and based thereon alleges, that  
11 Defendants knew or should have known that Plaintiff and the other class members were  
12 entitled to receive all wages owed to them during their employment. Plaintiff and the  
13 other class members did not receive payment of all wages, including overtime and  
14 minimum wages and rest period premiums, within any time permissible under California  
15 Labor Code section 204.

16 29. Plaintiff is informed and believes, and based thereon alleges, that  
17 Defendants knew or should have known that Plaintiff and the other class members were  
18 entitled to receive complete and accurate wage statements in accordance with California  
19 law, but, in fact, they did not receive complete and accurate wage statements from  
20 Defendants. The deficiencies included, *inter alia*, the failure to include the total number  
21 of hours worked by Plaintiff and the other class members.

22 30. Plaintiff is informed and believes, and based thereon alleges, that  
23 Defendants knew or should have known that Defendants had to keep complete and  
24 accurate payroll records for Plaintiff and the other class members in accordance with  
25 California law, but, in fact, did not keep complete and accurate payroll records.

26 31. Plaintiff is informed and believes, and based thereon alleges, that  
27 Defendants knew or should have known that Plaintiff and the other class members were  
28 entitled to reimbursement for necessary business-related expenses.



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2 32. Plaintiff is informed and believes, and based thereon alleges, that  
3 Defendants knew or should have known that they had a duty to compensate Plaintiff and  
4 the other class members pursuant to California law, and that Defendants had the financial  
5 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do  
6 so, and falsely represented to Plaintiff and the other class members that they were properly  
7 denied wages, all in order to increase Defendants' profits.

8 33. At all material times set forth herein, Defendants failed to pay overtime  
9 wages to Plaintiff and the other class members for all hours worked. Plaintiff and the  
10 other class members were required to work more than eight (8) hours per day and/or forty  
11 (40) hours per week without overtime compensation.

12 34. At all material times set forth herein, Defendants failed to provide the  
13 requisite uninterrupted rest periods to Plaintiff and the other class members.

14 35. At all material times set forth herein, Defendants failed to pay Plaintiff  
15 and the other class members at least minimum wages for all hours worked.

16 36. At all material times set forth herein, Defendants failed to pay Plaintiff  
17 and the other class members all wages owed to them upon discharge or resignation.

18 37. At all material times set forth herein, Defendants failed to pay Plaintiff  
19 and the other class members all wages within any time permissible under California law,  
20 including, *inter alia*, California Labor Code section 204.

21 38. At all material times set forth herein, Defendants regularly and  
22 consistently failed to provide complete or accurate wage statements to Plaintiff and the  
23 other class members.

24 39. At all material times set forth herein, Defendants regularly and  
25 consistently failed to keep complete or accurate payroll records for Plaintiff and the other  
26 class members.

27 40. At all material times set forth herein, Defendants regularly and  
28 consistently failed to reimburse Plaintiff and the other class members for necessary

1 business-related expenses and costs.

2  
3 41. At all material times set forth herein, Defendants regularly and  
4 consistently failed to properly compensate Plaintiff and the other class members pursuant  
5 to California law in order to increase Defendants' profits.

6 42. California Labor Code section 218 states that nothing in Article 1 of the  
7 Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or  
8 penalty due to him [or her] under this article."

9 **FIRST CAUSE OF ACTION**

10 **Failure to Pay Minimum Wage**

11 **Violation of Cal. Lab. Codes §§1194, 1194.2, 1197, Wage Order 5**

12 43. Plaintiff re-alleges and incorporates by reference each and every allegation  
13 set forth in the preceding paragraphs.

14 44. The Class Period for this cause of action is four years from the filing of  
15 the complaint.

16 45. Cal. Lab. Code §1197 provides, "the minimum wage for employees fixed  
17 by the commission is the minimum wage to be paid to employees, and the payment of a less  
18 wage than the minimum so fixed is unlawful."

19 46. Cal. Lab. Code §1194 provides in relevant part that any employee  
20 receiving less than the legal minimum wage applicable to the employee is entitled to recover  
21 in a civil action the unpaid balance of the full amount of this minimum wage, including  
22 interest thereon, reasonable attorneys' fees, and costs of suit.

23 47. Cal. Lab. Code § 1194.2 provides in relevant part that: "In any action  
24 under ... Section 1194 to recover wages because of a payment of a wage less than the  
25 minimum wage fixed by an order of the commission, an employee shall be entitled to  
26 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest  
27 thereon."

28 48. As alleged herein, defendants required Plaintiff and the Class members to

1 work without compensating them for all hours worked in violation of California law. By  
2 these actions, Defendant violated Cal. Lab. Code § 1197 and are liable to Plaintiff and the  
3 Class.  
4

5 49. As a result of the unlawful acts of defendants, Plaintiff and the Class  
6 members have been deprived of compensation in amounts to be determined at trial, and are  
7 entitled to recovery of such amounts, including interest thereon, attorneys' fees, costs, and  
8 any other damages as set forth under California law, including statutory penalties under Cal.  
9 Labor Code §2699.

10 50. At all relevant times, the IWC Order section 5 were applicable to  
11 Plaintiff's and the other class members' employment by Defendants.

12 51. At all relevant times, the IWC Wage Order Section 5 provides that each  
13 workday an employee is required to report to work, but is not put to work or is furnished  
14 with less than half of his or her usual or scheduled day's work, the employee must be paid  
15 for half the usual or scheduled day's work, but in no event for less than two hours nor more  
16 than four hours, at his or her regular rate of pay.

17 52. During the relevant time period, Plaintiff and the other class members  
18 who were scheduled and required to report to work, were not put to work or furnished  
19 with less than half of his or her usual or scheduled day's work.

20 53. During the relevant time period, Defendants intentionally and willfully  
21 scheduled and required Plaintiff and the other class members to report to work but  
22 Plaintiffs and the other class members were not put to work or were furnished with less  
23 than half of his or her usual or scheduled day's work.

24 54. Defendants' conduct violates applicable IWC Wage Orders.

25 55. Pursuant to applicable IWC Wage Order, Plaintiff and the other class  
26 members are entitled to recover from Defendants, half the usual or scheduled day's work,  
27 but in no event for less than two hours nor more than four hours, at his or her regular rate  
28 of pay.

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2 **SECOND CAUSE OF ACTION**

3 **(Violation of California Labor Code § 226.7)**

4 56. Plaintiff incorporates by reference the allegations contained in  
5 paragraphs 1 through 55, and each and every part thereof with the same force and effect as  
6 though fully set forth herein.

7 57. At all times herein set forth, the applicable IWC Wage Order and  
8 California Labor Code section 226.7 were applicable to Plaintiff's and the other class  
9 members' employment by Defendants.

10 58. At all relevant times, California Labor Code section 226.7 provides that  
11 no employer shall require an employee to work during any rest period mandated by an  
12 applicable order of the California IWC.

13 59. At all relevant times, the applicable IWC Wage Order provides that  
14 "[e]very employer shall authorize and permit all employees to take rest periods, which  
15 insofar as practicable shall be in the middle of each work period" and that the "rest period  
16 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest  
17 time per four (4) hours or major fraction thereof" unless the total daily work time is less  
18 than three and one-half (3 ½ ) hours.

19 60. During the relevant time period, Defendants required Plaintiff and other  
20 class members to work four (4) or more hours without authorizing or permitting a ten (10)  
21 minute rest period per each four (4) hour period worked.

22 61. During the relevant time period, Defendants willfully required Plaintiff  
23 and the other class members to work during rest periods and failed to pay Plaintiff and the  
24 other class members the full rest period premium for work performed during rest periods.

25 62. During the relevant time period, Defendants failed to pay Plaintiff and  
26 the other class members the full rest period premium due pursuant to California Labor  
27 Code section 226.

28 63. Defendants' conduct violates applicable IWC Wage Orders and

1 California Labor Code section 226.7.

2  
3 64. Pursuant to the applicable IWC Wage Orders and California Labor Code  
4 section 226.7(b), Plaintiff and the other class members are entitled to recover from  
5 Defendants one additional hour of pay at the employees' regular hourly rate of  
6 compensation for each work day that the rest period was not provided.

7 **THIRD CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 201 and 202)**

9 65. Plaintiff incorporates by reference the allegations contained in  
10 paragraphs 1 through 64, and each and every part thereof with the same force and effect as  
11 though fully set forth herein.

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

19 67. During the relevant time period, Defendants intentionally and willfully  
20 failed to pay the other class members who are no longer employed by Defendants their  
21 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants'  
22 employ.

23 68. Defendants' failure to pay Plaintiff and the other class members who are  
24 no longer employed by Defendants their wages, earned and unpaid, within seventy-two  
25 (72) hours of their leaving Defendants' employ, is in violation of California Labor Code  
26 sections 201 and 202.

27 69. California Labor Code section 203 provides that if an employer willfully  
28 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the

1 employee shall continue as a penalty from the due date thereof at the same rate until paid  
2 or until an action is commenced; but the wages shall not continue for more than thirty (30)  
3 days.  
4

5 70. Plaintiff and the other class members are entitled to recover from  
6 Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30)  
7 day maximum pursuant to California Labor Code section 203.

8 **FOURTH CAUSE OF ACTION**

9 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

10 71. Plaintiff incorporates by reference the allegations contained in  
11 paragraphs 1 through 70, and each and every part thereof with the same force and effect as  
12 though fully set forth herein.

13 72. Defendants' conduct, as alleged herein, has been, and continues to be,  
14 unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and  
15 Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights  
16 affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

17 73. Defendants' activities as alleged herein are violations of California law,  
18 and constitute unlawful business acts and practices in violation of California Business &  
19 Professions Code section 17200, et seq.

20 74. A violation of California Business & Professions Code section 17200, et  
21 seq. may be predicated on the violation of any state or federal law. In this instant case,  
22 Defendants' policies and practices of requiring employees, including Plaintiff and the  
23 other class members, to work overtime without paying them proper compensation violate  
24 California Labor Code sections 510 and 1198. Additionally, Defendants' policies and  
25 practices of requiring employees, including Plaintiff and the other class members, to work  
26 through their rest periods without paying them proper compensation violate California  
27 Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of  
28 failing to timely pay wages to Plaintiff and the other class members violate California

1 Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code  
2 sections 226(a), 1174(d), 2800 and 2802.

3  
4 75. As a result of the herein described violations of California law,  
5 Defendants unlawfully gained an unfair advantage over other businesses.

6 76. Plaintiff and the other class members have been personally injured by  
7 Defendants' unlawful business acts and practices as alleged herein, including but not  
8 necessarily limited to the loss of money and/or property.

9 77. Pursuant to California Business & Professions Code sections 17200, et  
10 seq., Plaintiff and the other class members are entitled to restitution of the wages withheld  
11 and retained by Defendants during a period that commences four years prior to the filing  
12 of this Complaint; an award of attorneys' fees pursuant to California Code of Civil  
13 procedure section 1021.5 and other applicable laws; and an award of costs.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, individually and on behalf of all other members of the  
16 general public similarly situated, prays for relief and judgment against Defendants, jointly  
17 and severally, as follows:

18 **Class Certification**

- 19 1. That this action be certified as a class action;  
20 2. That Plaintiff be appointed as the representative of the Class;  
21 3. That counsel for Plaintiff be appointed as Class Counsel; and  
22 4. That Defendants provide to Class Counsel, immediately upon its appointment,  
23 the names and most current contact information (address and telephone numbers) of all  
24 class members.

25 **As to the First Cause of Action**

- 26 5. That the Court declare, adjudge and decree that Defendants violated California  
27 Labor Code sections 510, 1194 and 1198 and applicable IWC Wage Orders by willfully  
28 failing to pay all wages due to Plaintiff and the other class members;

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2 6. For general unpaid wages at the proper wage rates and such general and special  
3 damages as may be appropriate;

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

6 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
7 California Labor Code section 1194; and

8 9. For such other and further relief as the court may deem just and proper.

9 **As to the Second Cause of Action**

10 10. That the Court declare, adjudge and decree that Defendants violated  
11 California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing  
12 to provide all rest periods to Plaintiff and the other class members;

13 11. That the Court make an award to Plaintiff and the other class members of  
14 one (1) hour of pay at each employee's regular rate of compensation for each workday that  
15 a rest period was not provided;

16 12. For all actual, consequential, and incidental losses and damages,  
17 according to proof;

18 13. For premium wages pursuant to California Labor Code section 226.7(b);

19 14. For pre-judgment interest on any unpaid wages from the date such  
20 amounts were due; and

21 15. For such other and further relief as the court may deem just and proper.

22 **As to the Third Cause of Action**

23 16. That the Court declare, adjudge and decree that Defendants violated  
24 California Labor Code sections 201, 202, and 203 by willfully failing to pay all  
25 compensation owed at the time of termination of the employment of the other class  
26 members no longer employed by Defendants;

27 17. For all actual, consequential, and incidental losses and damages,  
28 according to proof;



1  
2 18. For statutory wage penalties pursuant to California Labor Code section  
3 203 for the other class members who have left Defendants' employ;

4 19. For pre-judgment interest on any unpaid compensation from the date  
5 such amounts were due; and

6 20. For such other and further relief as the court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 21. That the Court declare, adjudge and decree that Defendants California  
9 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and  
10 the other class members all wage compensation due to them, failing to authorize and/or  
11 permit all rest periods to Plaintiff and the other class members, failing to provide one hour  
12 of premium pay for denied rest periods, failing to pay at least minimum wages to Plaintiff  
13 and the other class members, failing to pay Plaintiff's and the other class members' wages  
14 timely as required by California Labor Code sections 201, 202 and 204, failing to provide  
15 Plaintiff and other class members with complete and accurate wage statements, failing to  
16 keep complete and accurate payroll records, and failing to reimburse Plaintiff and the  
17 other class members for necessary business-related expenses and costs.

18 22. For restitution of unpaid wages to Plaintiff and all the other class  
19 members and all pre-judgment interest from the day such amounts were due and payable;

20 23. For the appointment of a receiver to receive, manage and distribute any  
21 and all funds disgorged from Defendants and determined to have been wrongfully  
22 acquired by Defendants as a result of violation of California Business and Professions  
23 Code sections 17200, et seq.;

24 24. For reasonable attorneys' fees and costs of suit incurred herein pursuant  
25 to California Code of Civil Procedure section 1021.5;

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25. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and For such other and further relief as the court may deem just and proper.

Dated: August 14, 2015

**RIGHETTI • GLUGOSKI P.C.**

By:   
John Glugoski  
*Attorneys for Plaintiff*