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6 SUPERIOR COURT OF CALIFORNIA  
7 COUNTY OF SAN JOAQUIN

8 \* \* \*

9 TERRY T. SNIPES, SR., an individual, residing  
10 in San Joaquin County, California,

11 Plaintiff,

12 vs.

13 DOLLAR TREE DISTRIBUTION, INC., A  
14 Virginia Corporation; and Does 1 through 50,  
inclusive,

15 Defendants.

Case No. 39-2015-00323476-CU-OE-STK

16 PLAINTIFF'S COMPLAINT FOR  
DAMAGES FOR:

17 CLASS ACTION PURSUANT TO  
CAL. CODE OF CIV. PROC. § 382

- 18 (1) Failure To Pay Minimum Wages  
In Violation Of Labor Code §§ 1197,  
1194 & 1194.2;
- 19 (2) Failure To Pay Overtime In  
Violation Of Labor Code § 510;
- 20 (3) Failure To Provide All Mandated  
Meal Periods Or Additional Wages In  
Lieu Thereof;
- 21 (4) Failure To Provide All Mandated  
Rest Periods Or Additional Wages In  
Lieu Thereof;
- 22 (5) Failure To Provide Recovery  
Periods;
- 23 (6) Failure To Issue Accurate Wage  
Statements In Violation Of Labor  
Code § 226;
- 24 (7) Failure To Timely Pay Wages Due  
At Termination In Violation Of Labor  
Code §§ 201, 202, & 203;
- 25 (8) Unfair Competition (Bus. & Prof.  
Code § 17200)
- 26 COLLECTIVE CLASS ACTION  
PURSUANT TO 29 U.S.C. § 216(b)
- 27 (9) Failure to Pay Overtime Wages (29

THIS CASE HAS BEEN ASSIGNED TO JUDGE  
BARBARA A. KRONLUND IN DEPARTMENT 42  
FOR ALL FURTHER PROCEEDINGS TRIAL

Sutton Hague  
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U.S.C. § 207);

**JURY TRIAL DEMANDED**

Plaintiff TERRY T. SNIPES, SR. (“PLAINTIFF”) alleges against Defendant DOLLAR TREE DISTRIBUTION, INC., a Virginia Corporation, and Does 1 through 50, inclusive (collectively “DEFENDANTS”) as follows:

**GENERAL ALLEGATIONS**

**A. THE PARTIES**

1. PLAINTIFF is an individual who, at all times relevant herein, was residing in San Joaquin County, California and is an employee of DEFENDANTS.

2. PLAINTIFF is informed and believes, and thereon alleges, that Defendant DOLLAR TREE DISTRIBUTION, INC., a Virginia Corporation, is now, and at all times relevant to this Complaint, was a corporation with employees in San Joaquin County, California and throughout the United States.

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

4. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS and each of the DOE Defendants, were acting at all relevant times herein, as the agent, ostensible agent, joint-venturer, joint-employer, servant, employee, co-conspirator and/or associate of each of the other Defendants, and were at all times acting within the course and scope of said agency,

1 servitude, employment, joint-venture, association, and/or conspiracy and with the permission and  
2 consent of the other Defendants.

3 5. PLAINTIFF is informed and believes, and thereon alleges, that the above  
4 DEFENDANTS and/or each of its managing agents and supervisors aided, abetted, condoned,  
5 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

6 6. PLAINTIFF is informed and believes, and thereon alleges that, at all times  
7 relevant to this Complaint, the various acts and representations of DEFENDANTS, including  
8 each of the DOE Defendants, and each agent or representative of DEFENDANTS, were the  
9 result of, and in furtherance of, an agreement whereby the DEFENDANTS and each agent or  
10 representative of the DEFENDANTS knowingly conspired to engage in the acts described  
11 herein, including, but not limited to, DEFENDANTS' violation of the California Labor Code and  
12 the Fair Labor Standards Act of 1938 (29 U.S.C. § 201, *et seq.*) ("FLSA").

13 7. PLAINTIFF brings Causes of Action ONE through EIGHT on behalf of Himself  
14 and all other similarly situated current and former California employees of DEFENDANTS as a  
15 class action pursuant to California Code of Civil Procedure section 382. PLAINTIFF seeks to  
16 represent a class and/or subclasses composed of and defined as follows:

17 California Class 1

18 All current and former non-exempt employees of DEFENDANTS who performed  
19 work for DEFENDANTS in California at any time within four (4) years preceding  
20 the filing of this action.

21 Subclass A ("First Meal Period Sub-Class")

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

26 Subclass B ("Second Meal Period Sub-Class")

27 All current and former non-exempt employees of DEFENDANTS who  
28 performed work for DEFENDANTS in California and who worked more

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than ten (10) hours in a work day at any time within four (4) years preceding the filing of this action.

Subclass C (“Rest Period Sub-Class”)

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

Subclass D (“Minimum Wage Sub-Class”)

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

Subclass E (“Overtime Wage Sub-Class”)

All current and former non-exempt employees of DEFENDANTS in California who were required to work overtime hours for DEFENDANTS, or whom DEFENDANTS permitted or suffered to work overtime hours, without overtime compensation as required by Labor Code section 510 and Wage Order 7 and/or any other applicable wage order at any time within four (4) years preceding the filing of this action.

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

All former non-exempt employees of DEFENDANTS in California within four (4) years preceding the filing of this action.

Subclass G (“Recovery Period Sub-Class”)

All current and former non-exempt employees of DEFENDANTS who performed work for DEFENDANTS in California and who worked

1 outdoors at any time within four (4) years preceding the filing of this  
2 action.

3 California Class 2

4 All current and former employees of DEFENDANTS in California who received  
5 a wage statement that did not comply with the provisions of Labor Code section  
6 226(a).

7 8. These individuals shall hereinafter be referred to collectively as the “California  
8 Class Members.”

9 9. PLAINTIFF seeks to have the NINTH Cause of Action certified to proceed as a  
10 collective action pursuant to 29 U.S.C. § 216(b) on behalf of all persons who give their consent  
11 in writing to become party-plaintiffs, which consents will be filed with the Court, and who were  
12 employed as non-exempt employees of DEFENDANTS as follows:

13 (a) All current and former non-exempt employees of DEFENDANTS within  
14 the United States who were entitled to receive overtime compensation at  
15 the rate of 1.5 times the regular rate of pay for all hours worked in excess  
16 of forty (40) hours in any workweek and who also received a bonus at any  
17 time within three (3) years of the filing of this action. This collective shall  
18 be referred to as the “FLSA Class.”

19 10. The individuals within the scope of paragraphs 8 and 10 shall hereinafter be  
20 referred to collectively as “Class Members.”

21 11. PLAINTIFF reserves the right under California Rules of Court Rule 3.765(b) to  
22 amend or modify the class description with greater specificity or further division into subclasses  
23 or limitation to particular issues.

24 **B. THE ACTION**

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

26 (a) DEFENDANTS’ failure to pay PLAINTIFF and the Class Members the  
27 minimum, regular, overtime and double time in accordance with Federal  
28 and California law;

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- (b) DEFENDANTS’ failure to provide PLAINTIFF and the Class Members with a reasonable opportunity to take a net thirty-minute, duty-free meal period for each workday during which such employees worked more than five hours, or a second meal period for each workday during which such employees worked more than ten hours, as mandated by California law, or to pay such employees one (1) hour of additional wages at the employees’ regular rate of compensation for each workday for which the duty-free meal period was and/or is not provided, as required by California Labor Code sections 226.7 and 512 and Industrial Welfare Commission Wage Order 7 and/or any other applicable Wage Order;
- (c) DEFENDANTS’ failure to provide PLAINTIFF and the Class Members with a reasonable opportunity to take a paid net ten-minute, duty-free rest period per four hours worked or major fraction thereof, as mandated by California law, or to pay such employees one (1) hour of additional wages at the employees’ regular rate of compensation for each workday for which the duty-free rest period was and/or is not provided, as required by Industrial Welfare Commission Wage Order 7 and/or any other applicable Wage Order;
- (d) DEFENDANTS’ failure to provide PLAINTIFF and the Class Members with a reasonable opportunity to take a recovery period pursuant to Title 8 California Code of Regulations section 3395;
- (e) DEFENDANTS’ failure to issue accurate, itemized wage statements to PLAINTIFF and the Class Members in accordance with California law;
- (f) DEFENDANTS’ failure to pay Class Members all wages due and owing upon the termination of employment with DEFENDANTS;
- (g) DEFENDANTS’ engagement in unfair business practices against PLAINTIFF and the Class Members.

1 **C. VENUE**

2 13. Venue is proper in this county because, among other reasons, certain of the  
3 violations of the California Labor Code were committed in San Joaquin County and  
4 DEFENDANTS' conduct business in San Joaquin County and the majority of the events and  
5 conduct complained of herein occurred in San Joaquin County. The unlawful acts alleged have a  
6 direct effect on PLAINTIFF and other Class Members. PLAINTIFF and the Class Members will  
7 continue to suffer the same harm as PLAINTIFF as a result of DEFENDANTS' wrongful  
8 conduct unless the relief requested herein is granted.

9 14. Venue also proper under 29 U.S.C. 216(b), which provides, in pertinent part, that  
10 "[a]n action to recover the liability prescribed in either of the preceding sentences may be  
11 maintained against any employer ... in any Federal or State court of competent jurisdiction by  
12 any one or more employees for and in behalf of himself or themselves and other employees  
13 similarly situated."

14 15. PLAINTIFF is informed and believes, and thereon alleges, that during the four-  
15 year period preceding the filing of this class action, no other class action has been filed asserting  
16 the same or similar factual allegations against DEFENDANTS on behalf of the same or similar  
17 Class Members. PLAINTIFF has conducted a review of wage and hour class actions filed against  
18 DEFENDANTS; none of those class actions assert claims under California law or claims under  
19 29 U.S.C. section 207 on the basis of failing to include non-discretionary bonus payments in  
20 calculating the regular rate of pay.

21 **D. CLASS ACTION ALLEGATIONS**

22 16. Causes of Action One through Eight have been brought and properly may be  
23 maintained as a class action under the provisions of section 382 of the California Code of Civil  
24 Procedure because: a) there is a well-defined community of interest in the litigation; and b) the  
25 proposed class is easily ascertainable.

26 **Numerosity**

27 17. The potential members of the class as defined are so numerous that joinder of all  
28 members of the class is impracticable. PLAINTIFF is informed and believes, and thereon alleges

1 that, at all times mentioned herein, PLAINTIFF and the Class Members are or have been  
2 affected by DEFENDANTS and DOES 1-50's unlawful practices as alleged herein.

3 18. Accounting for employee turnover during the relevant period covered by this  
4 action necessarily and substantially increases the number of employees covered by this action.  
5 PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and DOES 1-  
6 50's employment records would provide information as to the actual number and location of all  
7 Class Members. Joinder of all members of the proposed class is not practicable.

8 **Commonality**

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

- 12 a. Whether DEFENDANTS violated the California Labor Code and Industrial  
13 Welfare Commission Wage Orders by failing to pay minimum wage, regular,  
14 overtime, and double time wages to PLAINTIFF and the Class Members;
- 15 b. Whether DEFENDANTS violated Federal law by failing to pay overtime wages  
16 to PLAINTIFF and the Class Members;
- 17 c. Whether DEFENDANTS violated California Labor Code sections 226.7 and 512  
18 and Industrial Welfare Commission Wage Order 7 and/or any other applicable  
19 Wage Order by failing to provide PLAINTIFF and the Class Members with a  
20 thirty-minute, duty-free meal period for each workday during which such  
21 employees worked more than five hours, or a second meal period for each  
22 workday during which such employees worked more than ten hours, or by paying  
23 such employees one (1) hour of additional wages at the employees' regular rate of  
24 compensation;
- 25 d. Whether DEFENDANTS violated Industrial Welfare Commission Wage Order 7  
26 and/or any other applicable Wage Order by failing to permit PLAINTIFF and the  
27 Class Members to take a paid net ten-minute, duty-free rest period per four hours  
28 worked or major fraction thereof or to pay such employees one (1) hour of



1 additional wages at the employees' regular rate of compensation for each  
2 workday for which a rest period was and/or is not provided;

3 e. Whether DEFENDANTS violated California Labor Code section 226.7 and Title  
4 8 California Code of Regulations section 3395 by failing to allow outdoor  
5 employees to take a recovery period;

6 f. Whether DEFENDANTS violated California Labor Code section 226 by failing to  
7 issue accurate, itemized wage statements to PLAINTIFF and the Class Members;

8 g. Whether DEFENDANTS violated California Labor Code sections 201, 202 and  
9 203 by failing to pay all wages due and owing at the time that any Class  
10 Member's employment with DEFENDANTS and/or DOES 1-50 ended, whether  
11 voluntarily or involuntarily;

12 h. Whether DEFENDANTS violated California Business and Professions Code  
13 section 17200 *et seq.* and engaged in unlawful, unfair, and deceptive business  
14 practices by violating California Labor Code sections 201, 202, 203, 226, 226.7,  
15 510, 512, 1194, 1194.2 and Industrial Welfare Commission Wage Order 7 and/or  
16 any other applicable Wage Order and failing to: (1) pay minimum, regular,  
17 overtime, and double time to the Class Members; (2) permit the Class Members to  
18 take a net thirty-minute, duty-free second meal period when they worked more  
19 than 10 hours in a workday and/or pay such employees additional wages as  
20 required by California law; (3) permit the Class Members to take a paid net ten-  
21 minute, duty-free such employees additional wages as required by California law;  
22 (4) issue mandated, rest period per four hours worked or major fraction thereof  
23 and/or pay accurate, itemized wage statements; and (5) pay all owed wages at the  
24 time that any Class Member's employment with DEFENDANTS ended, whether  
25 voluntarily or involuntarily; and

26 i. Whether PLAINTIFF and the Class Members are entitled to equitable relief  
27 pursuant to California Business and Professions Code section 17200 *et seq.*

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**Typicality**

20. The claims of the named PLAINTIFF are typical of the claims of the class. PLAINTIFF and all members of the class sustained injuries and damages arising out of, and caused by, DEFENDANTS and DOES 1-50's common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

**Adequacy of Representation**

21. PLAINTIFF will fairly and adequately represent and protect the interests of the members of the class. Counsel who represents PLAINTIFF is competent and experienced in litigating wage and hour class actions and California Business and Professions Code section 17200 *et seq.* cases.

**Superiority of Class Action**

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

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

**BACKGROUND ALLEGATIONS**

24. PLAINTIFF is informed and believes, and thereon alleges, that PLAINTIFF, at all relevant time herein, was a non-exempt employee of DEFENDANTS.

25. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS were, at all relevant times herein, engaged in the business of distributing merchandise for sale at Dollar Tree retail stores nationwide.

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1           26.     PLAINTIFF is informed and believes, and thereon alleges, that at all times  
2 mentioned herein, DEFENDANTS had statutory obligations to pay PLAINTIFF and all other  
3 similarly situated Class Members minimum, regular, overtime, and double time wages according  
4 to the FLSA and California law.

5           27.     PLAINTIFF is further informed and believes, and thereon alleges, that at all times  
6 mentioned herein, DEFENDANTS had statutory obligations to provide PLAINTIFF and all other  
7 similarly situated Class Members a net thirty-minute, duty-free meal period during any workday  
8 during which such employee worked more than five hours, and a second meal period during any  
9 workday during which such employees worked more than ten hours and/or pay such employees  
10 additional wages.

11           28.     PLAINTIFF is further informed and believes, and thereon alleges, that at all times  
12 mentioned herein, DEFENDANTS had statutory obligations to permit PLAINTIFF and all other  
13 similarly situated Class Members to take a paid net ten-minute, duty-free rest period per four  
14 hours worked or major fraction thereof and/or pay such employees additional wages.

15           29.     PLAINTIFF is further informed and believes, and thereon alleges, that at all times  
16 mentioned herein, DEFENDANTS had statutory and/or regulatory obligations to allow  
17 PLAINTIFF and all other similarly situated Class Members to take a recovery period to prevent  
18 heat illness.

19           30.     PLAINTIFF is further informed and believes, and thereon alleges, that at all times  
20 mentioned herein, DEFENDANTS had statutory obligations to issue to PLAINTIFF and all other  
21 similarly situated Class Members wage statements compliant with Labor Code section 226.

22           31.     PLAINTIFF is further informed and believes, and thereon alleges, that at all times  
23 mentioned herein, DEFENDANTS had statutory obligations to pay Class Members all wages  
24 earned upon termination of employment.

25           32.     However, PLAINTIFF is informed and believes, and thereon alleges, that  
26 DEFENDANTS improperly, and in violation of the FLSA and California law, failed to pay  
27 minimum, regular, overtime and double time wages by, among other things, failing to  
28 compensate PLAINTIFF and other similarly situated Class Members for all hours worked and

1 failing to properly calculate the regular rate of pay by excluding non-discretionary bonus  
2 amounts in the regular rate calculation.

3 33. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS  
4 improperly, and in violation of California law, failed to provide a net thirty-minute, duty-free  
5 meal period for employees who worked more than five hours in a workday, failed to provide a  
6 second net thirty-minute, duty-free meal period for employees who worked more than ten hours  
7 in a workday, and/or failed to pay such employees one (1) hour of additional wages at the  
8 employees' regular rate of compensation for each workday for which a meal period was not  
9 provided by, among other things, establishing and carrying out policies through its managing  
10 agents and supervisors that violated California Labor Code sections 226.7 and 512 and Industrial  
11 Welfare Commission Wage Order 7 and/or any other applicable Wage Order that requires  
12 DEFENDANTS to provide meal periods to PLAINTIFF and other similarly situated Class  
13 Members.

14 34. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS  
15 improperly, and in violation of California law, failed to authorize and permit a paid net ten-  
16 minute, duty-free rest period for employees per four hours worked or major fraction thereof  
17 and/or failed to pay such employees one (1) hour of additional wages at the employees' regular  
18 rate of compensation for each workday for which a rest break was not provided by, among other  
19 things, establishing and carrying out policies through its managing agents and supervisors that  
20 violated California Labor Code section 226.7 and Industrial Welfare Commission Wage Order 7  
21 and/or any other applicable Wage Order that requires DEFENDANTS to provide rest breaks to  
22 PLAINTIFF and other similarly situated Class Members.

23 35. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS  
24 improperly, and in violation of California law, failed to allow outdoor employees to take  
25 recovery periods by, among other things, establishing and carrying out policies through its  
26 managing agents and supervisors that violated California Labor Code section 226.7 and Title 8  
27 California Code of Regulations section 3395, which requires DEFENDANTS to allow  
28 PLAINTIFF and other similarly situated Class Members to take recovery breaks.

1 36. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS  
2 improperly, and in violation of California law, failed to issue accurate wage statements to  
3 PLAINTIFF and other similarly situated Class Members by, among other things, failing to  
4 account for all hours worked and wages earned, including failing to include payments of non-  
5 discretionary bonus amounts in the regular rate of pay calculation.

6 37. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS  
7 improperly, and in violation of California law, failed to pay Class Members all wages earned  
8 upon termination of employment by, among other things, failing to pay wages for all hours  
9 worked and failing to include payments of non-discretionary bonus amounts in the regular rate of  
10 pay calculation.

11 38. As a result of the actions of DEFENDANTS, PLAINTIFF and other similarly  
12 situated Class Members suffered damages, including lost pay, wages, and interest.

13 39. PLAINTIFF is informed and believes, and thereon alleges, that Class Members  
14 did not secret or absent themselves from DEFENDANTS nor did they refuse to accept the earned  
15 but unpaid wages from DEFENDANTS. Accordingly, DEFENDANTS are liable for waiting  
16 time penalties for the unpaid wages pursuant to Labor Code sections 201, 202, and 203 and  
17 section 20 of the applicable Industrial Welfare Commission Order.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF**

20 **LABOR CODE §§ 1197, 1194, & 1194.2**

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

23 40. The allegations of paragraphs 1 through 39, inclusive, are re-alleged and  
24 incorporated herein by this reference.

25 41. DEFENDANTS failed to pay PLAINTIFF and Class Members minimum wages  
26 for all hours worked.

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

4 43. The applicable minimum wage fixed by the commission for employees, such as  
5 Plaintiff and Class Members is found in section 4(A) of Industrial Welfare Commission Wage  
6 Order No. 7 and/or any other applicable Wage Order.

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

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

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

15 46. California Labor Code section 1194.2 also provides for the following remedies:

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

20 47. As such, PLAINTIFF, individually and on behalf of Class Members, may bring  
21 this action for minimum wages and overtime, interest, costs of suit, and attorneys’ fees pursuant  
22 to California Labor Code section 1194(a).

23 48. Wherefore, PLAINTIFF and the Class Members are entitled to recover liquidated  
24 damages in an amount equal to the minimum wages unlawfully unpaid, and interest thereon,  
25 pursuant to California Labor Code section 1194.2 and reasonable attorneys’ fees, costs of suit,  
26 and penalties pursuant to section 1197.1.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME IN VIOLATION OF LABOR CODE § 510**  
3 **(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS**  
4 **and DOES 1 through 50)**

5 49. The allegations of paragraphs 1 through 48, inclusive, are re-alleged and  
6 incorporated herein by this reference.

7 50. California Labor Code section 510, subsection (a) provides, in pertinent part, as  
8 follows:

9 Eight hours of labor constitutes a day's work. Any work in excess  
10 of eight hours in one workday and any work in excess of 40 hours  
11 in any one workweek and the first eight hours worked on the  
12 seventh day of work in any one workweek shall be compensated at  
13 the rate of no less than one and one-half times the regular rate of  
14 pay for an employee. Any work in excess of 12 hours in one day  
15 shall be compensated at the rate of no less than twice the regular  
16 rate of pay for an employee. In addition, any work in excess of  
17 eight hours on any seventh day of a workweek shall be  
18 compensated at the rate of no less than twice the regular rate of pay  
19 of an employee . . . .

20 51. Section 3 of Industrial Welfare Commission Wage Order Number 7 and/or any  
21 other applicable Wage Order, provides, in pertinent part, as follows:

22 The following overtime provisions are applicable to employees 18  
23 years of age or over and to employees 16 or 17 years of age who  
24 are not required by law to attend school and are not otherwise  
25 prohibited by law from engaging in the subject work. Such  
26 employees shall not be employed more than eight (8) hours in any  
27 workday or more than 40 in a workweek unless the employee  
28 receives one and one half (1 ½) times such employee's regular rate  
of pay for all hours worked over 40 hours in the workweek. Eight  
(8) hours of labor constitutes a day's work. Employment beyond  
eight (8) hours in any workday or more than six (6) days in any  
workweek is permissible provided the employee is compensated  
for such overtime at not less than: (a) One and one-half (1½) times  
the employee's regular rate of pay for all hours worked in excess  
of eight (8) hours up to and including twelve (12) hours in any  
workday, and for the first eight (8) hours worked on the seventh  
(7th) consecutive day of work in a workweek; and (b) Double the

1 employee's regular rate of pay for all hours worked in excess of 12  
2 hours in any workday and for all hours worked in excess of eight  
3 (8) hours on the seventh (7th) consecutive day of work in a  
4 workweek. (c) The overtime rate of compensation required to be  
5 paid to a nonexempt full-time salaried employee shall be computed  
6 by using the employee's regular hourly salary as one fortieth (1/40)  
7 of the employee's weekly salary. See Cal. Admin. Code tit. 8,  
8 §11070(3)(A)(1).

9 52. During all times mentioned herein, DEFENDANTS required, allowed, suffered,  
10 and/or permitted PLAINTIFF and Class Members to work in excess of eight hours in one  
11 workday or 40 hours per week without being compensated at the applicable overtime rate of pay  
12 in accordance with the provisions of California Labor Code section 510 and Section 3 of the  
13 Industrial Welfare Commission Wage Order 7 and/or any other applicable Wage Order.

14 53. PLAINTIFF is informed and believes, and thereon alleges, that PLAINTIFF and  
15 Class Members were paid non-discretionary bonuses from time to time through their  
16 employment with DEFENDANTS and these amounts were not included in the regular rate of pay  
17 used to calculate overtime compensation.

18 54. PLAINTIFF is informed and believes, and thereon alleges, that PLAINTIFF and  
19 Class Members were required, allowed, suffered, and/or permitted to work through their meal  
20 periods, and therefore were subsequently not paid for all overtime or double time worked, at  
21 least a portion of which time was compensable to PLAINTIFF and Class Members at one-and-  
22 one-half or two times of PLAINTIFF and Class Members' regular rate of pay.

23 55. During all relevant periods, California overtime laws applied to DEFENDANTS  
24 and provided that any work performed by an employee in excess of 40 hours per workweek or  
25 eight (8) hours per workday be compensated at one-and-one-half times or two times the  
26 employee's regular rate of pay. DEFENDANTS did not compensate PLAINTIFF and Class  
27 Members for all hours worked in excess of 40 hours per workweek or eight (8) hours per  
28 workday and/or did not compensate said employees at the applicable overtime rate of pay. Thus,  
PLAINTIFF and Class Members are entitled to recover their unpaid overtime compensation and  
penalties arising therefrom.

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1 hours will complete the day's work the meal period may be waived  
2 by mutual consent of the employer and the employee...

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

4 (b) An employer shall not require an employee to work during  
5 any meal or rest or recovery period mandated pursuant to an  
6 applicable statute, or applicable regulation, standard, or order of  
7 the Industrial Welfare Commission, the Occupational Safety and  
8 Health Standards Board, or the Division of Occupational Safety  
9 and Health.

10 (c) If an employer fails to provide an employee a meal or rest  
11 or recovery period in accordance with an with a state law,  
12 including, but not limited to, an applicable statute or applicable  
13 regulation, standard, or order of the Industrial Welfare  
14 Commission, the Occupational Safety and Health Standards Board,  
15 or the Division of Occupational Safety and Health, the employer  
16 shall pay the employee one additional hour of pay at the  
17 employee's regular rate of compensation for each workday that the  
18 meal or rest or recovery period is not provided.

19 61. PLAINTIFF is informed and believes, and thereon alleges, that he and Class  
20 Members systematically worked periods of more than 5 hours in a workday without being  
21 provided a mandated thirty-minute, duty-free meal period and worked over 10 hours in a  
22 workday without being provided a second meal period while in the employ of DEFENDANTS.  
23 Specifically, PLAINTIFF is informed and believes, and thereon allege, that, at all times  
24 mentioned herein, DEFENDANTS maintained company policies that did not provide its  
25 employees the opportunity to take meal periods during any given workday, including workdays  
26 during which employees worked more than five hours, or a second meal period for employees  
27 who worked more than ten hours. PLAINTIFF is further informed and believes, and thereon  
28 alleges, that DEFENDANTS did not pay PLAINTIFF or any of the other affected Class  
Members an additional one (1)-hour's wage at the regular rate of pay for each meal period that  
was not provided as stated above.

62. Accordingly, DEFENDANTS violated California Labor Code sections 226.7 and  
512 and section 11 of Industrial Welfare Commission Wage Order 7 and/or any other applicable  
Wage Order by failing to provide a meal period for days on which non-exempt employees  
work(ed) in excess of five hours, failing to permit a second meal period for days on which non-

1 exempt employees work(ed) in excess of ten hours, and failing to pay one hour of additional  
2 wages in lieu of each meal period not provided. DEFENDANTS are liable for one hour of  
3 additional wages at each of the affected Class Members' regular rate of compensation for each  
4 workday for which a meal period was not lawfully provided.

5 63. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF and Class  
6 Members have been deprived of additional wages in amounts to be proven at trial and are  
7 entitled to recover such amounts, plus interest and penalties thereon, attorneys' fees, and costs of  
8 suit in addition to any other relief requested below.

9 **FOURTH CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE §§ 226.7 AND INDUSTRIAL WELFARE**

11 **COMMISSION WAGE ORDER NO. 7**

12 **(REST PERIODS)**

13 **(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS**  
14 **and DOES 1 through 50)**

15 64. The allegations of paragraphs 1 through 63, inclusive, are re-alleged and  
16 incorporated herein by this reference.

17 65. Section 12 of Industrial Welfare Commission Wage Order 7 provides, in pertinent  
18 part, as follows:

19 (A) Every employer shall authorize and permit all employees to  
20 take rest periods, which insofar as practicable shall be in the  
21 middle of each work period. The authorized rest period time shall  
22 be based on the total hours worked daily at the rate of ten (10)  
minutes net rest time per four (4) hours or major fraction  
thereof....Authorized rest period time shall be counted as hours  
worked for which there shall be no deduction from wages.

23 (B) If an employer fails to provide an employee a rest period in  
24 accordance with the applicable provisions of this order, the  
25 employer shall pay the employee one (1) hour of pay at the  
employee's regular rate of compensation for each workday that the  
rest period is not provided.

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

27 (b) An employer shall not require an employee to work during  
28 any meal or rest or recovery period mandated pursuant to an

1 applicable statute, or applicable regulation, standard, or order of  
2 the Industrial Welfare Commission, the Occupational Safety and  
3 Health Standards Board, or the Division of Occupational Safety  
4 and Health.

5 (c) If an employer fails to provide an employee a meal or rest  
6 or recovery period in accordance with an with a state law,  
7 including, but not limited to, an applicable statute or applicable  
8 regulation, standard, or order of the Industrial Welfare  
9 Commission, the Occupational Safety and Health Standards Board,  
10 or the Division of Occupational Safety and Health, the employer  
11 shall pay the employee one additional hour of pay at the  
12 employee's regular rate of compensation for each workday that the  
13 meal or rest or recovery period is not provided.

14 67. PLAINTIFF is informed and believes, and thereon alleges, that he and Class  
15 Members systematically worked periods of more than 3 ½ hours in a workday without being  
16 provided a mandated paid ten-minute, duty-free compensated rest period while in the employ of  
17 DEFENDANTS for every four hours worked or major fraction thereof. PLAINTIFF is informed  
18 and believes, and thereon alleges, that, at all times mentioned herein, DEFENDANTS  
19 maintained company policies that did not permit its employees to take a compensated rest period  
20 for every four hours worked or major fraction thereof during any given workday including  
21 workdays during which their employees worked more than 3 ½ hours. PLAINTIFF is informed  
22 and believes, and thereon alleges, that he and Class Members were not provided with rest periods  
23 while in the employ of DEFENDANTS. PLAINTIFF is further informed and believes, and  
24 thereon alleges, that DEFENDANTS never paid PLAINTIFF or any of the other affected Class  
25 Members an additional one (1)-hour's wage for each rest period that was not provided as stated  
26 above.

27 68. Accordingly, DEFENDANTS violated California Labor Code section 226.7 and  
28 section 12 of Industrial Welfare Commission Wage Order 7 and/or any other applicable Wage  
Order by failing to provide their employees who worked more than 3 ½ hours in a workday with  
a rest period every four hours or major fraction thereof as required by California law and failing  
to pay one hour of additional wages in lieu of each rest period not provided. DEFENDANTS are

1 liable for one hour of additional wages at each of the affected Class Members' regular rate of  
2 compensation for each workday for which a rest period was not lawfully provided.

3 69. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF and Class  
4 Members have been deprived of additional wages in amounts to be proven at trial and are  
5 entitled to recover such amounts, plus interest and penalties thereon, attorneys' fees, and costs of  
6 suit, in addition to any other relief requested below.

7 **FIFTH CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE §§ 226.7 AND TITLE 8 CALIFORNIA CODE OF**  
9 **REGULATIONS § 3395**  
10 **(RECOVERY PERIODS)**  
11 **(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS**  
12 **and DOES 1 through 50)**

13 70. The allegations of paragraphs 1 through 69, inclusive, are re-alleged and  
14 incorporated herein by this reference.

15 71. Section 3395 of Title 8 of the California Code of Regulations provides, in  
16 pertinent part, as follows:

17 (a)(1) This standard applies to all outdoor places of  
18 employment....

19 (d)(3) Employees shall be allowed and encouraged to take a cool-  
20 down rest in the shade for a period of no less than five minutes at a  
21 time when they feel the need to do so to protect themselves from  
overheating. Such access to shade shall be permitted at all times.

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

23 (a) As used in this section, "recovery period" means a  
24 cooldown period afforded an employee to prevent heat illness.

25 (b) An employer shall not require an employee to work during  
26 any meal or rest or recovery period mandated pursuant to an  
27 applicable statute, or applicable regulation, standard, or order of  
the Industrial Welfare Commission, the Occupational Safety and  
28 Health Standards Board, or the Division of Occupational Safety  
and Health.

1 (c) If an employer fails to provide an employee a meal or rest  
2 or recovery period in accordance with an with a state law,  
3 including, but not limited to, an applicable statute or applicable  
4 regulation, standard, or order of the Industrial Welfare  
5 Commission, the Occupational Safety and Health Standards Board,  
6 or the Division of Occupational Safety and Health, the employer  
7 shall pay the employee one additional hour of pay at the  
8 employee's regular rate of compensation for each workday that the  
9 meal or rest or recovery period is not provided.

10 73. PLAINTIFF is informed and believes, and thereon alleges, that he and Class  
11 Members from time to time worked in an outdoor place of employment and were therefore  
12 entitled to take recovery periods as provided by California law. PLAINTIFF is further informed  
13 and believes, and thereon alleges, that DEFENDANTS failed to allow PLAINTIFF and the Class  
14 Members to take recovery periods as required by California law and never paid PLAINTIFF or  
15 any of the other affected Class Members an additional one (1)-hour's wage for each recovery  
16 period that was not provided as stated above.

17 74. Accordingly, DEFENDANTS violated California Labor Code section 226.7 and  
18 section 3395 of Title 8 of the California Code of Regulations by failing to allow their outdoor  
19 employees the opportunity to take a recovery period to prevent heat illness. DEFENDANTS are  
20 liable for one hour of additional wages at each of the affected Class Members' regular rate of  
21 compensation for each workday for which a rest or recovery period was not lawfully provided.

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

26 **SIXTH CAUSE OF ACTION**

27 **FAILURE TO FURNISH ITEMIZED STATEMENTS OF WAGES**

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

76. The allegations of paragraphs 1 through 75, inclusive, are re-alleged and  
incorporated herein by this reference.

1 77. DEFENDANTS are required to maintain accurate records of, among other things,  
2 gross wages, total hours worked, all deductions, net wages earned, and all applicable hourly rates  
3 and the corresponding number of hours worked at each hourly rate for each pay period for  
4 PLAINTIFF and each of the Class Members.

5 78. DEFENDANTS were required to furnish such records to PLAINTIFF and Class  
6 Members semi-monthly or at the time of payment of wages and to properly itemize the paycheck  
7 as required by the California Labor Code, Industrial Welfare Commission Order, and the  
8 California Code of Regulations, including, but not limited to, California Labor Code section 226.

9 79. PLAINTIFF is informed and believes, and on that basis alleges, that  
10 DEFENDANTS failed to accurately maintain and furnish records of the wages earned by  
11 PLAINTIFF and Class Members.

12 80. As a direct and proximate result of DEFENDANTS' failure to issue accurate,  
13 itemized wages statements to PLAINTIFF and Class Members, PLAINTIFF and Class Members  
14 suffered damage.

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

18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION IN VIOLATION OF**

20 **LABOR CODE §§ 201, 202, & 203**

21 **(PLAINTIFF, On Behalf of the Class Members, Against DEFENDANTS and DOES 1**

22 **through 50)**

23 82. The allegations of paragraphs 1 through 81, inclusive, are re-alleged and  
24 incorporated herein by this reference.

25 83. California Labor Code section 201 provides, in pertinent part: "If an employer  
26 discharges an employee, the wages earned and unpaid at the time of discharge are due and  
27 payable immediately . . ." Cal. Lab. Code § 201.

28 84. California Labor Code section 202 provides, in pertinent part, as follows:

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

8 85. California Labor Code section 203 provides, in pertinent part, as follows:

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

18 86. PLAINTIFF is informed and believes, and on that basis alleges, that Class  
19 Members were terminated or have voluntarily left DEFENDANTS' employ, and PLAINTIFF is  
20 informed and believes, and on that basis alleges, that they have not received compensation for  
21 all wages earned, including, but not limited to, minimum wages, regular, overtime, and double  
22 time wages, owed in accordance with the provisions of California Labor Code sections 201,  
23 202, and 203.

24 87. PLAINTIFF is informed and believes, and on that basis alleges, that this failure  
25 by DEFENDANTS to pay was willful and intentional.

26 88. In addition, PLAINTIFF is informed and believes, and on that basis alleges, that  
27 since Class Members' termination from employment with DEFENDANTS, DEFENDANTS  
28 continually, failed to pay the minimum wage compensation that is due and owing, thereby



1 entitling the Class Members to waiting time penalties for the unpaid wages owed pursuant to  
2 California Labor Code sections 201, 202, and 203.

3 89. PLAINTIFF is informed and believes, and thereon alleges, that Class Members  
4 did not secret or absent themselves from DEFENDANTS nor did they refuse to accept the  
5 earned and unpaid wages from DEFENDANTS. Accordingly, DEFENDANTS are liable for  
6 waiting time penalties for the unpaid wages pursuant to California Labor Code sections 201,  
7 202, and 203.

8 90. In addition, PLAINTIFF, on behalf of the Class Members, has incurred, and will  
9 continue to incur, legal expenses, including attorneys' fees and costs. PLAINTIFF, on behalf of  
10 the Class Members, is presently unaware of the precise amount of these fees and expenses and  
11 prays for leave of this Court to amend the Complaint when the amounts are fully known.  
12 PLAINTIFF and Class Members are entitled to recover attorneys' fees, expenses, and costs  
13 according to proof.

14 **EIGHTH CAUSE OF ACTION**

15 **VIOLATION OF UNFAIR COMPETITION LAW**

16 **(BUSINESS AND PROFESSIONS CODE §17200, ET SEQ.)**

17 **(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS**  
18 **and DOES 1 through 50)**

19 91. The allegations of paragraphs 1 through 90, inclusive, are re-alleged and  
20 incorporated herein by this reference.

21 92. DEFENDANTS have engaged and continues to engage in unfair business  
22 practices in California by practicing, employing, and utilizing the employment policy of failing  
23 to pay PLAINTIFF and Class Members employment compensation as required by the California  
24 law cited herein above and by violating applicable provisions of the California Labor Code,  
25 including, but not limited to, California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,  
26 512, 1174, 1194, 1194.2, 1197, 2810.5, certain provisions of the Industrial Welfare Commission  
27 Wage Order 7 and/or any other applicable Wage Order, and certain provisions of Title 8 of the  
28 California Code of Regulations, as alleged herein. DEFENDANTS' utilization of such illegal

1 and unfair business practices constitutes unfair competition and provides DEFENDANTS' with  
2 an unfair advantage over DEFENDANTS' competitors.

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

11 94. PLAINTIFF is informed and believes, and on that basis alleges, that at all times  
12 herein mentioned DEFENDANTS has engaged in unlawful and unfair business practices as  
13 proscribed by California Business and Professions Code 17200 *et seq.* by depriving PLAINTIFF  
14 and Class Members of the minimum working conditions and standards due to them under the  
15 California Labor Code, Industrial Welfare Commission Wage Orders, and Title 8 of the  
16 California Code of Regulations, as identified herein.

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

23 96. In addition, PLAINTIFF has incurred, on behalf of himself, and on behalf of the  
24 Class Members, and will continue to incur, legal expenses and attorneys' fees. PLAINTIFF, on  
25 behalf of himself, and on behalf of the Class Members, is presently unaware of the precise  
26 amount of these fees and expenses and prays for leave of this Court to amend the Complaint  
27 when the amounts are fully known. Pursuant to California Labor Code sections 1194 and

1 California Code of Civil Procedure section 1021.5, PLAINTIFF and Class Members are entitled  
2 to recover attorneys' fees, expenses, and costs according to proof.

3 **NINTH CAUSE OF ACTION**

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

5 **(PLAINTIFF, Individually and on Behalf of the FLSA Class, Against DEFENDANTS and**  
6 **DOES 1 through 50)**

7 97. 102. The allegations of paragraphs 1 through 96, inclusive, are re-alleged and  
8 incorporated herein by this reference.

9 98. 29 U.S.C. section 207(a)(1) provides, in pertinent part:

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

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

20 100. Specifically, DEFENDANTS failed to properly calculate the regular rate of pay of  
21 PLAINTIFF and other FLSA Class Members by failing to include all items of remuneration in  
22 the calculation of their regular rate of pay, including but not limited to non-discretionary  
23 bonuses, and therefore failed to pay PLAINTIFF and other FLSA Class Members with all  
24 overtime wages to which they were entitled under 29 U.S.C. section 207(a)(1).

25 101. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT  
26 intentionally, willfully, and improperly failed to pay overtime wages to FLSA Class Members in  
27 violation of the FLSA.

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PLAINTIFF, on behalf of himself and all similarly situated Class Members, hereby demands trial by jury of Causes of Action One through Nine to the extent authorized by law.

Dated: April 1, 2015

SUTTON HAGUE LAW CORPORATION, P.C.  
A California Professional Corporation



By: \_\_\_\_\_

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