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Attorneys for Plaintiff Christopher Sampino

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Christopher Sampino, on behalf of  
himself, all others similarly situated, and  
the general public,

Plaintiffs,

vs.

Versace USA, Inc., a New York  
corporation, and DOES 1 through 100,  
inclusive,

Defendants.

Case No. 3:16-cv-07198-THE

**FIRST AMENDED COMPLAINT**

**CLASS ACTION**

- 1. FAILURE TO COMPENSATE FOR ALL HOURS WORKED** (Lab. Code §§ 200-204, 216, 223, 225.5, 500, 510, 558, 1197, 1194, 1198; IWC Wage Orders);
- 2. FAILURE TO PROVIDE MEAL AND REST PERIODS** (Lab. Code §§ 226.7, 512; IWC Wage Orders);
- 3. FAILURE TO MAINTAIN ACCURATE RECORDS** (Lab. Code §§ 1174, 1174.5);
- 4. FAILURE TO FURNISH WAGE AND HOUR STATEMENTS** (Lab. Code §§ 226(e), 226.3);
- 5. FAILURE TO PAY FINAL WAGES ON TIME** (Lab. Code § 201 *et seq.*);
- 6. RACE DISCRIMINATION AND HARASSMENT** (Gov't. Code § 12940 *et seq.*);
- 7. FAILURE TO PREVENT AND INVESTIGATE DISCRIMINATION AND HARASSMENT** (Gov't. Code § 12940 *et seq.*; *Tameny v. Atlantic Richfield Company*);
- 8. WRONGFUL TERMINATION** (*Tameny v. Atlantic Richfield Company*)

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**9. UNFAIR BUSINESS PRACTICES**  
(Bus. & Prof. Code § 17200 *et seq.*)

**JURY TRIAL DEMANDED**

This Complaint is brought by Plaintiff Christopher Sampino (“Plaintiff” and/or “Mr. Sampino”), on behalf of himself, all others similarly situated, and the general public, against his former employers, Defendant Versace USA, Inc. (“Versace”, and/or “Versace Store”), and DOES 1-100, inclusive (“DOE Defendants”) (collectively “Defendants”). Plaintiff hereby demands a jury trial on all causes of action. Plaintiff alleges the following:

**PLAINTIFF**

1. At all times material herein, Plaintiff Sampino was and is a competent adult and resident of the State of California, County of Alameda. Plaintiff began working for Defendants as a retail salesperson on or about September 18, 2016. While working for Defendants, Plaintiff’s job duties included but were not limited to: helping customers with shopping, maintaining organization of merchandise, processing sales of clothing and accessories.

**DEFENDANTS**

2. At all times material herein, Defendant Versace was and is a New York corporation registered to do business in the State of California, including but not limited to conducting business within Alameda county, with its corporate headquarters located in New York, New York. Defendant Versace is in the luxury fashion industry. On information and belief, Defendant Versace sells ready to wear fashions and leather accessories. At all relevant times alleged herein, Plaintiff is informed and believes that Defendant Versace is authorized to and does conduct business in the State of California in the fashion industry, including but not necessarily limited to the store located at 3820 Livermore Outlet Drive in Pleasanton, California.





1 11. Plaintiff has satisfied all private, administrative and judicial prerequisites to the  
2 institution of this action.

3 12. The California Workers' Compensation Act does not preempt this action because  
4 Defendants' unlawful practices, as alleged herein, are not risks or conditions of employment.  
5 Plaintiff is not required to satisfy any further private, administrative, or judicial prerequisites to  
6 the institution of this action, insofar as such prerequisites pertain to any of the remaining causes  
7 of action in this complaint.

8 **FACTS REGARDING PLAINTIFF SAMPINO'S INDIVIDUAL CAUSES OF ACTION**

9 13. Plaintiff Christopher Sampino is a 23-year-old man who is one quarter African  
10 American. On or about September 18, 2016, Plaintiff began work at the Versace USA, Inc. store  
11 located at 3820 Livermore Outlet Drive in Pleasanton, California. During Plaintiff's second shift,  
12 a training manager asked Plaintiff if he knew about the "D410 Code." The manager instructed  
13 Plaintiff to say "D410" in a casual manner when a black person entered the store. The manager  
14 informed Plaintiff that this code is used to alert co-workers that "a black person is in the store."

15 14. The manager also told Plaintiff that he could "hold a black shirt" when using the  
16 code "so that they don't know what you are talking about." The manager then showed a clothing  
17 tag to Plaintiff and informed him, "D410 is on all black clothing."

18 15. The Plaintiff responded by telling the manager, "You know that I'm African  
19 American?" Plaintiff said the manager seemed surprised by Plaintiff's response.

20 16. On information and belief, managers treated Plaintiff differently after he  
21 announced that he is African American. For example, Plaintiff observed that training no longer  
22 seemed legitimate after he announced that he is African American. On information and belief,  
23 Plaintiff did not receive proper training with regard to rest breaks and did not take rest breaks.  
24 Plaintiff further did not receive login information needed to access an online database where  
25 employees retrieve print outs of pay stubs.

26 17. During the course of his employment, Plaintiff met or exceeded expectations with  
27 regards to job performance. However, Plaintiff was terminated on or about October 1, 2016.  
28 Defendant(s) told Plaintiff he was not being terminated because of his "performance," but because

1 he “[doesn’t] understand luxury,” and because he “[doesn’t] know the luxury life.” Defendant(s)  
2 also told Plaintiff that he was being dismissed because he hasn’t “lived the luxury life.”  
3 Defendant(s) told Plaintiff to quit because “that would make the paperwork easier.”

4 18. On information and belief, Plaintiff was not paid for the time he worked on the day  
5 he was terminated and did not receive his final paycheck on the day he was terminated.

6 **FACTS REGARDING PLAINTIFF’S CLASS ACTION CAUSES OF ACTION**

7 19. All policies and practices described herein were in place at all of Defendants’  
8 business locations in California. As such, all members of the classes were subject to these same  
9 unlawful policies and practices in violation of California law. Plaintiff is informed and believes  
10 that Defendants knowingly engaged in the unlawful acts alleged herein, thereby enjoying a  
11 significant competitive edge over other companies within its industry. In many, if not all cases,  
12 these common practices have led to willful violations of California and federal law, entitling  
13 Plaintiff and Class Members to a recovery, pursuant to, *inter alia*, the statutes cited herein.

14 20. Plaintiff and Class Members were not consistently authorized or permitted to take  
15 meal and rest breaks as required by California law. Pursuant to California law, an employee is  
16 entitled to one ten-minute rest period if required to work at least three and one-half hours, two  
17 ten-minute rest periods if required to work more than six hours, and three ten-minute rest periods  
18 if required to work more than ten hours. Pursuant to California law, an employee is entitled to one  
19 thirty-minute meal period if required to work at least five hours and two thirty-minute meal  
20 periods if required to work at least ten hours. Defendants did not consistently provide the meal  
21 and rest periods to which Plaintiff and Class Members were entitled because business needs took  
22 precedence, routinely interfering with his breaks. If Plaintiff or Class Members failed to address  
23 business needs at any time, including during breaks, they were subject to discipline, up to and  
24 including termination. Despite these policies and practices, Plaintiff alleges on information and  
25 belief that Defendants have not paid missed meal or rest period premiums to Plaintiff or Class  
26 Members. Defendants failed to provide meal and rest periods and failed to make premium  
27 payments to Plaintiff and Class Members for missed meal and rest breaks. Defendants’ failure to  
28 properly record all breaks and failure to pay applicable premiums, resulted in part from

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1 Defendants' failure to properly record all hours worked. Defendants' failure to properly record  
2 all breaks and failure to pay applicable premiums resulted in payroll records such as wage  
3 statements that were not accurate or legally compliant, in violation of California Labor Code §  
4 226 and/or 1174(d).

5 21. Further, Class Members were required to work "off the clock." After clocking out,  
6 each employee was required to have their bags checked by security. This took up to 15 minutes  
7 per shift for each employee—and Class Members were not paid for this time for "off the clock"  
8 work.

9 22. Even after Plaintiff or Class Members were terminated or voluntarily resigned,  
10 Defendants refused to pay owed wages despite California Labor Code §§ 201-204, inclusive.  
11 More than 30 days has passed since certain individuals left Defendants' employ, entitling those  
12 individuals to the maximum penalties.

13 23. As a direct and proximate result of Defendants' unlawful conduct, as set forth  
14 herein, Plaintiff and Class Members have sustained damages, as described above, including  
15 monetary losses and other damages in an amount to be established at trial. As a further direct and  
16 proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff and Class  
17 Members are entitled to recover penalties and damages for the claims described herein in an  
18 amount to be established at trial. As a further direct and proximate result of Defendants' unlawful  
19 conduct, as set forth herein, Plaintiff and Class Members are also entitled to recover attorneys'  
20 fees, litigation costs, and restitution of ill-gotten gains, pursuant to statute.

21 24. Plaintiff brings this action on behalf of himself and as a class action on behalf of  
22 the following Hourly Employee Class and PTO Subclass:

23 All persons were employed by Versace USA, Inc., in the State of California as a  
24 retail salesperson at any time on or after the date that is four years prior to when  
the Complaint was filed.

25 Terminated Subclass: All persons who are eligible for membership in the  
26 Class but who are no longer employed by Defendant.

27 Class Members can be identified through Defendants' records including employee  
28 timekeeping and payroll records.

1           25. Defendants and their officers and directors are excluded from any class defined in  
2 the preceding paragraphs.

3           26. This action has been brought and may properly be maintained as a class action  
4 under California Code of Civil Procedure § 382 because there is a well-defined community of  
5 interest in the litigation and the proposed Classes are easily ascertainable. The Class and subclass  
6 defined herein satisfy all class action requirements:

7           a. Numerosity: A class action is the only available method for the fair and  
8 efficient adjudication of this controversy. The members of the Plaintiff  
9 Classes are so numerous that joinder of all members is impractical, if not  
10 impossible, insofar as Plaintiff is informed and believes and, on that basis,  
11 alleges that the total number of Class Members is, at least, in the hundreds,  
12 if not thousands of individuals. Membership in the Classes will be  
13 determined by and upon analysis of records maintained by Defendants.

14           b. Commonality: Plaintiff and Class Members share a community of interests  
15 in that there are numerous common questions and issues of fact and law  
16 which predominate over any questions and issues solely affecting  
17 individual members, including, but not necessarily limited to:

- 18           1) Whether Defendants violated one or more of California's Wage  
19 Orders, the California Labor Code and/or California Business  
20 and Professions Code §§ 17200 *et seq.* by failing to pay all  
21 wages due to Plaintiff and Class Members;
- 22           2) Whether Defendants violated and/or continues to violate,  
23 California Labor Code § 1174 by failing to keep accurate  
24 records of Plaintiff's and Class Members' hours of work;
- 25           3) Whether Defendants violated, and continues to violate  
26 California Labor Code §§ 201-204 by failing to pay all wages  
27 due and owing at the time particular Class Members'  
28 employment with Defendants terminated;
- 4) Whether Defendants violated and/or continues to violate  
California Labor Code § 226 by failing to provide semi-  
monthly itemized wage statements to Plaintiff and Class  
Members of total hours worked and all applicable hourly rates  
in effect during each relevant pay period.

          c. Typicality: Plaintiff's claims are typical of the claims of Class Members.  
Plaintiff and Class Members sustained injuries and damages arising out of  
and caused by Defendants' common course of conduct in violation of state  
law, as alleged herein.

          d. Superiority of Class Action: Since the damages suffered by individual  
Class Members, while not inconsequential, may be relatively small, the  
expense and burden of individual litigation by each member makes, or may  
make it, impractical for Class Members to seek redress individually for the  
wrongful conduct alleged herein. Should separate actions be brought or be  
required to be brought by each individual Class Member, the resulting  
multiplicity of lawsuits would cause undue hardship and expense for the  
Court and the litigants. The prosecution of separate actions would also



create a risk of inconsistent rulings, which might be dispositive of the interests of other Class Members who are not parties to the adjudications and/or may substantially impede their ability to adequately protect their interests.

e. Adequacy of Representation: Plaintiff is an adequate representative of the Plaintiff Classes, in that Plaintiff’s claims are typical of those of Class Members, and Plaintiff has the same interests in the litigation of this case as Class Members. Plaintiff is committed to vigorous prosecution of this case and has retained competent counsel experienced in litigation of this nature. Plaintiff is not subject to any individual defenses unique from those conceivably applicable to the class as a whole. Plaintiff anticipates no management difficulties in this litigation.

**FIRST CAUSE OF ACTION**

**FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

(Lab. Code §§ 200-204, 218, 223, 225.5, 226, 500, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198)  
(*On behalf of Plaintiff and all Class Members against all Defendants*)

27. Plaintiff incorporates in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

28. Defendants were required to compensate Plaintiff and Class Members for all hours worked pursuant to the Industrial Welfare Commission Order 1-2001, California Code of Regulations, Title 8, Chapter 5, Section 11070 and Labor Code Sections 200-204, 225.5, 500, 510, 558 1197, 1198.

29. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum or overtime wage required under the applicable Wage Orders.

30. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the underlying unpaid minimum wages and interest.

31. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Orders for all hours worked.

32. Labor Code section 1197.1 provides that it is unlawful for any employer or any other person acting either individually or as an officer, agent, or employee of another person, to pay an employee, or cause an employee to be paid, less than the applicable minimum wage.

33. Labor Code section 223 provides, “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage

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1 while purporting to pay the wage designated by statute or by contract. Plaintiff and Class Members  
2 routinely performed work “off-the-clock.” Thus, Defendants are liable for an additional violation  
3 to the extent Defendants are in fact secretly paying less than the designated wage scale.

4 34. As alleged throughout this Complaint, Defendants failed to track their hours  
5 worked or pay them for all hours worked, including overtime hours worked.

6 35. Defendants refused to compensate Plaintiff and Class Members for some and/or  
7 all of the wages (including overtime wages) earned, in violation of the applicable California Wage  
8 Order, Title 8 of the California Code of Regulations and the California Labor Code.

9 36. At all relevant times, Defendants were aware of, and were under a duty to comply  
10 with the wage and overtime provisions of the California Labor Code, including, but not limited  
11 to California Labor Code Sections 200-204, 216, 225.5, 500, 510, 558 1197, 1198. Plaintiff and  
12 Class Members are not exempt from the requirements of the Employment Laws and Regulations.  
13 Plaintiff and Class Members have been deprived of his rightfully earned compensation as a direct  
14 and proximate result of Defendants’ failure and refusal to pay said compensation. Under  
15 California employment laws and regulations, Plaintiff and Class Members are entitled to recover  
16 compensation for all hours worked, in addition to reasonable attorney’s fees and costs of suit.

17 37. Labor Code section 216 provides, “In addition to any other penalty imposed by  
18 this article, any person, or an agent, manager, superintendent, or officer thereof is guilty of a  
19 misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay wages due and payable  
20 after demand has been made. (b) Falsely denies the amount or validity thereof, or that the same  
21 is due, with intent to secure for himself, his employer or other person, any discount upon such  
22 indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to  
23 whom such indebtedness is due.”

24 38. As a direct and proximate result of Defendants’ unlawful conduct, as set forth  
25 herein, Plaintiff and Class Members have sustained damages, including loss of earnings for hours  
26 worked, including overtime hours worked, on behalf of Defendants, in an amount to be established  
27 at trial, and are entitled to recover attorneys’ fees and costs of suit.

28

**SECOND CAUSE OF ACTION**  
**FAILURE TO PROVIDE MEAL AND REST PERIODS**

(Lab. Code § 226.7, 512; IWC Wage Orders)  
(*On behalf of Plaintiff and all Class Members against all Defendants*)

39. Plaintiff incorporates in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

40. Plaintiff and Class Members were employed by Defendants within the State of California.

41. At all relevant times, Defendants were aware of and were under a duty to comply with California Labor Code §§ 226.7 and 512.

42. California Labor Code § 226.7 provides:

No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

....  
If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

43. Moreover, California Labor Code § 512 provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

44. By failing to consistently provide uninterrupted and unrestricted meal and rest periods to Class Members, Defendants violated California Labor Code §§ 226.7 and/or 512, and §§ 11 and 12 of the applicable IWC Wage Order.

45. Section 11 of the applicable Wage Order provides:

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- a. No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes....
- b. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes....
- c. If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

46. Moreover, Section 12 of the applicable Wage Order provides:

- a. Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall 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 ....
- b. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the 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.

47. By failing to consistently (1) provide meal breaks within the first five hours of a work shift, (2) provide uninterrupted thirty-minute meal periods, and/or (3) authorize and permit ten-minute rest periods to Class Members, Defendants violated the California Labor Code and §§ 11 and 12 of the applicable IWC Wage Order.

48. Even where Defendants’ records specifically evidence that no meal and/or rest periods were provided to Plaintiff and Class Members, Defendants refuse to provide these employees with one hour of compensation for these respective violations as mandated by California law. Plaintiff is informed and believes and, on that basis, alleges that Defendants have never paid the one hour of compensation to any Class Member.

49. As a direct and proximate result of Defendants’ unlawful conduct, as set forth herein, Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed meal and/or rest periods, in an amount to be established at trial. As a further direct and proximate result of Defendants’ unlawful conduct, as set forth herein, certain Class Members are entitled to recover “waiting time” and other penalties, in an amount to be established at trial, as well as attorneys’ fees and costs, and restitution, pursuant to statute.

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1           50. Defendants routinely required Plaintiff and Class Members to work at least three  
2 and one-half hours without a rest period of at least 10 minutes and failed to compensate the Class  
3 Members, including Plaintiff, for said missed rest periods, as required by California Labor Code  
4 sections 226.7 and Industrial Welfare Commission Wage Orders.

5           51. Defendants routinely required Plaintiff and Class Members to work more than six  
6 hours without a second rest period of at least 10 minutes and failed to compensate the Class  
7 Members, including Plaintiff, for said missed rest periods, as required by California Labor Code  
8 sections 226.7 and Industrial Welfare Commission Wage Orders.

9           52. Defendants routinely required Plaintiff and Class Members to work more than ten  
10 hours without a third rest period of at least 10 minutes and failed to compensate the Class  
11 Members, including Plaintiff, for said missed rest periods, as required by California Labor Code  
12 sections 226.7 and Industrial Welfare Commission Wage Orders.

13           53. Defendants routinely required Plaintiff and Class Members to work more than five  
14 hours without a meal period of at least 30 minutes and failed to compensate the Class Members,  
15 including Plaintiff, for said missed meal periods, as required by California Labor Code sections  
16 226.7 and 512, and Industrial Welfare Commission Wage Orders.

17           54. Defendants routinely required Plaintiff and Class Members to work more than ten  
18 hours without a second meal period of at least 30 minutes and failed to compensate the Class  
19 Members, including Plaintiff, for said missed meal periods, as required by California Labor Code  
20 sections 226.7 and 512, and Industrial Welfare Commission Wage Orders.

21           55. Defendants routinely failed to authorize and permit all entitled meal and rest  
22 periods by requiring Plaintiff and Class Members to attend to business instead of authorizing and  
23 permitting Plaintiff and Class Members to take these meal and rest periods.

24           56. Plaintiff and Class Members are not exempt from the meal and rest period  
25 requirements of the aforementioned Employment Laws and Regulations.

26           57. Plaintiff and Class Members did not willfully waive, through mutual consent with  
27 Defendants, any such meal and rest periods.

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1 58. Defendants did not pay premium payments to Plaintiff or Class Members for  
2 missed meal periods. Similarly, Defendants did not pay premium payments to Plaintiff or Class  
3 Members for missed rest periods.

4 59. Plaintiff and Class Members have been deprived of his rightfully earned  
5 compensation for rest periods as a direct and proximate result of Defendants' failure and refusal  
6 to pay said compensation. Plaintiff and Class Members are entitled to recover such amounts  
7 pursuant to California Labor Code section 226.7(b), plus interest thereon, attorney's fees, and  
8 costs of suit.

9 60. Plaintiff and Class Members have been deprived of his rightfully earned  
10 compensation for meal periods as a direct and proximate result of Defendants' failure and refusal  
11 to pay said compensation. Plaintiff and Class Members are entitled to recover such amounts  
12 pursuant to California Labor Code section 226.7(b), plus interest thereon, attorney's fees, and  
13 costs of suit.

14 **THIRD CAUSE OF ACTION**  
**FAILURE TO MAINTAIN ACCURATE RECORDS**

15 (Lab. Code §§ 1174, 1174.5)

16 *(On behalf of Plaintiff and all Class Members against all Defendants)*

17 61. Plaintiff incorporates in this cause of action each and every allegation of the  
18 preceding paragraphs, with the same force and effect as though fully set forth herein.

19 62. California Labor Code § 1174(d) provides:

20 Every person employing labor in this state shall ... [k]eep, at a central location in  
21 the state ... payroll records showing the hours worked daily by and the wages paid  
22 to ... employees.... These records shall be kept in accordance with rules established  
for this purpose by the commission, but in any case shall be kept on file for not  
less than two years.

23 63. Defendants failed to maintain accurate records of the hours worked and the wages  
24 paid to Plaintiff and Class Members. Defendants did not employ policies, procedures, and  
25 practices to track Plaintiff's and Class Members' hours.

26 64. Plaintiff and Class Members were injured by Defendants' failure to maintain  
27 accurate records, because, as alleged above, Plaintiff and Class Members did not receive pay for  
28

1 all hours worked, and thus suffered monetary damages due to Defendants' policies described  
2 above.

3 65. Plaintiff and Class Members are not exempt from the requirements of the  
4 Employment Laws and Regulations.

5 66. Based on Defendants' conduct as alleged herein, Defendants are liable for damages  
6 and statutory penalties pursuant to California Labor Code section 1174, 1174.5, and other  
7 applicable provisions of the Employment Laws and Regulations in amounts to be established at  
8 trial, as well as attorneys' fees and costs, pursuant to statute.

9  
10 **FOURTH CAUSE OF ACTION**  
**FAILURE TO FURNISH WAGE AND HOUR STATEMENTS**

11 (Lab. Code §§ 226(e), 226.3)

12 *(On behalf of Plaintiff and all Class Members against all Defendants)*

13 67. Plaintiff incorporates in this cause of action each and every allegation of the  
14 preceding paragraphs, with the same force and effect as though fully set forth herein.

15 68. California Labor Code § 226(a) provides:

16 Every employer shall, semimonthly or at the time of each payment of wages,  
17 furnish each of his employees, either as a detachable part of the check, draft, or  
18 voucher paying the employee's wages, or separately when wages are paid by  
19 personal check or cash, an accurate itemized statement in writing showing (1)  
20 gross wages earned, (2) total hours worked by the employee, except for any  
21 employee whose compensation is solely based on a salary and who is exempt from  
22 payment of overtime under subdivision (a) of Section 515 or any applicable order  
23 of the Industrial Welfare Commission, (3) the number of piece-rate units earned  
24 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all  
25 deductions, provided that all deductions made on written orders of the employee  
26 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
27 dates of the period for which the employee is paid, (7) the name of the employee  
28 and his social security number, except that by January 1, 2008, only the last four  
digits of his social security number or an employee identification number other  
than a social security number may be shown on an itemized statement, (8) the name  
and address of the legal entity that is the employer, and (9) all applicable hourly  
rates in effect during the pay period and the corresponding number of hours  
worked at each hourly rate by the employee. The deductions made from payment  
of wages shall be recorded in ink or other indelible form, properly dated, showing  
the month, day, and year, and a copy of the statement and the record of the

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deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

69. California Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

70. California Labor Code § 226(e)(2) provides:

(A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his social security number or an employee identification number other than a social security number.

71. California Labor Code § 1174(d) provides:

Every person employing labor in this state shall . . . [k]eep, at a central location in the state . . . payroll records showing the hours worked daily by and the wages paid to . . . employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

72. Defendants knowingly failed to provide Plaintiff and Class Members with timely and accurate wage and hour statements showing the inclusive dates of the pay period, gross wages



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1 earned, total hours worked, all deductions made, net wages earned, the name and address of the  
2 legal entity employing them, all applicable hourly rates in effect during each pay period, and the  
3 corresponding number of hours worked at each hourly rate. Plaintiff and Class Members in fact  
4 never received accurate wage statements at all, as Defendants did not employ a timekeeping  
5 system that actually tracked all hours worked.

6 73. Plaintiff and Class Members were injured by Defendants’ failure to provide  
7 accurate wage statements, because, as alleged above, Plaintiff and Class Members could not  
8 determine whether they were paid properly and/or did not receive pay for all hours worked, and  
9 thus suffered monetary damages due to Defendants’ policies described above.

10 74. Plaintiff and Class Members are not exempt from the requirements of the  
11 Employment Laws and Regulations.

12 75. Based on Defendants’ conduct as alleged herein, Defendants are liable for damages  
13 and statutory penalties pursuant to California Labor Code section 226, and other applicable  
14 provisions of the Employment Laws and Regulations and other applicable provisions of the  
15 Employment Laws and Regulations in amounts to be established at trial, as well as attorneys’ fees  
16 and costs, pursuant to statute.

17 **FIFTH CAUSE OF ACTION**  
18 **FAILURE TO PAY FINAL WAGES ON TIME**  
19 (Lab. Code §§ 201-204)  
20 *(On behalf of Plaintiff and all Class Members against all Defendants)*

21 76. Plaintiff incorporates in this cause of action each and every allegation of the  
22 preceding paragraphs, with the same force and effect as though fully set forth herein.

23 77. California Labor Code section 201 provides that all earned and unpaid wages of  
24 an employee who is discharged are due and payable immediately at the time of discharge. Section  
25 202 provides that all earned and unpaid wages of an employee who resigns are due and payable  
26 immediately if the employee provided at least seventy-two hours’ notice; otherwise, wages of an  
27 employee who resigns are due within seventy-two hours of resignation.

28 78. At all relevant times herein, Defendants failed to implement a policy and practice  
to pay Class Members, including Plaintiff, accrued wages and other compensation due

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1 immediately upon termination or within seventy-two hours of resignation, as required by the  
2 California Labor Code. As a result, Class Members whose employment has ended have not been  
3 paid all compensation due immediately upon termination or within seventy-two hours of  
4 resignation, as required by the California Labor Code.

5 79. Defendant willfully failed to pay all final wages on time.

6 80. Defendants willfully failed to pay all final wages to involuntarily terminated  
7 employees at the time of discharge even though California Labor Code § 201 requires that  
8 employers provide immediate payment of all final wages at the time of termination.

9 81. Defendants willfully failed to pay all final wages on time to employees who  
10 voluntarily resigned. Defendants were made aware of each terminated employee’s preference with  
11 respect to an election of whether to receive final wages by tender in person or by delivery. Those  
12 who elected to receive tender in person were present at the workplace to collect payment.  
13 Accordingly, California Labor Code § 202 has been satisfied.

14 82. Class Members are not exempt from these requirements of the Employment Laws  
15 and Regulations.

16 83. Based on Defendants’ conduct as alleged herein, Defendants are liable for statutory  
17 penalties pursuant to California Labor Code § 203 and other applicable provision of the  
18 Employment Laws and Regulations in amounts to be established at trial, as well as attorneys’ fees  
19 and costs, pursuant to statute.

20  
21 **SIXTH CAUSE OF ACTION**

22 **RACE DISCRIMINATION AND HARASSMENT**

23 (California Gov’t Code §12940 *et seq.*; *Tameny v. Atlantic Richfield Company*)  
24 (*On behalf of Plaintiff Sampino as an individual against all Defendants*)

25 84. Plaintiff incorporates in this cause of action each and every allegation of the  
26 preceding paragraphs, with the same force and effect as though fully set forth herein.

27 85. At all times mentioned herein, Defendants were employers within the meaning of  
28 the California Fair Employment and Housing Act (Cal. Govt. Code § 12940 *et seq.*) (hereinafter  
“FEHA) and Plaintiff was an employee within the meaning of the FEHA. This cause of action is

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1 brought pursuant to FEHA, and the corresponding regulations promulgated by the California  
2 Department of Fair Employment and Housing. Defendants regularly and systematically do  
3 business in the State of California and is subject to suit under the California Fair Employment and  
4 Housing Act, Government Code Sections 12900 et seq. (“FEHA”), in that Defendants regularly  
5 employed five or more persons.

6 86. Under the FEHA and the common law of the State of California, there is a  
7 fundamental and well-established public policy against discrimination, harassment or retaliation  
8 based on the fact that the employee has a protected characteristic. This public policy is embodied  
9 in the Constitution of the State of California and California Gov’t. Code § 12940 and other  
10 provisions of law. Adverse employment actions taken by an employer motivated by the fact that  
11 an employee has a protected characteristic are contrary to said public policy and are thus  
12 actionable under the common law of this state. Defendants’ conduct violates California public  
13 policy expressed in the FEHA.

14 87. Under the Fair Employment and Housing Act (“FEHA”), it is an unlawful  
15 employment practice to take any adverse employment action motivated by the fact that an  
16 employee has a protected characteristic. Said public policy is embodied in the Constitution of the  
17 State of California and California Statutory law, including but not limited to Gov’t. Code § 12940.  
18 Jurisdiction is invoked in this court pursuant to the FEHA and the public policy and common law  
19 of the State of California, pursuant to the case of *Tameny v. Atlantic Richfield Company* (1980)  
20 27 Cal. 3d 167 and *Rojo v. Kliger* (1990) 52 Cal. 3d 65.

21 88. As alleged above, Plaintiff was entitled to protection under the FEHA based on the  
22 fact that Plaintiff is an employee that has a protected characteristic.

23 89. As such, Plaintiff was entitled to FEHA’s protection pursuant to California  
24 Government Code Section 12940 *et seq.*

25 90. Defendants were aware that Plaintiff was an employee that has a protected  
26 characteristic.

27 91. With respect to harassment pursuant to Section 12940(j) specifically, “employer”  
28 includes “any person regularly employing one or more persons or regularly receiving the services

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1 of one or more persons providing services pursuant to a contract, or any person acting as an agent  
2 of an employer, directly or indirectly, the state, or any political or civil subdivision of the state,  
3 and cities.” California Gov’t Code § 12940(j)(4).

4 92. California Government Code § 12940(a) provides: It is an unlawful employment  
5 practice: “For an employer, because of the race, religious creed, color, national origin, ancestry,  
6 physical disability, mental disability, medical condition, genetic information, marital status, sex,  
7 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status  
8 of any person, to refuse to hire or employ the person or to refuse to select the person for a training  
9 program leading to employment, or to bar or to discharge the person from employment or from a  
10 training program leading to employment, or to discriminate against the person in compensation  
11 or in terms, conditions, or privileges of employment.”

12 93. California Government Code § 12940(a) provides: It is an unlawful employment  
13 practice: “For an employer, . . . or any other person, because of race, religious creed, color, national  
14 origin, ancestry, physical disability, mental disability, medical condition, genetic information,  
15 marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military  
16 and veteran status, to harass an employee, an applicant, an unpaid intern or volunteer, or a person  
17 providing services pursuant to a contract. Harassment of an employee, an applicant, an unpaid  
18 intern or volunteer, or a person providing services pursuant to a contract by an employee, other  
19 than an agent or supervisor, shall be unlawful if the entity, or its agents or supervisors, knows or  
20 should have known of this conduct and fails to take immediate and appropriate corrective action.  
21 An employer may also be responsible for the acts of nonemployees, with respect to sexual  
22 harassment of employees, applicants, unpaid interns or volunteers, or persons providing services  
23 pursuant to a contract in the workplace, where the employer, or its agents or supervisors, knows  
24 or should have known of the conduct and fails to take immediate and appropriate corrective action.  
25 In reviewing cases involving the acts of nonemployees, the extent of the employer’s control and  
26 any other legal responsibility that the employer may have with respect to the conduct of those  
27 nonemployees shall be considered. An entity shall take all reasonable steps to prevent harassment  
28

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1 from occurring. Loss of tangible job benefits shall not be necessary in order to establish  
2 harassment.”

3 94. Pursuant to California Government Code Section 12940(a), Defendants were  
4 prohibited from taking any adverse employment action motivated by the fact that an employee  
5 has a protected characteristic.

6 95. According to California Government Code § 12926(j), “‘Mental disability’  
7 includes, but is not limited to, all of the following: (1) Having any mental or psychological  
8 disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental  
9 illness, or specific learning disabilities, that limits a major life activity. For purposes of this  
10 section: (A) ‘Limits’ shall be determined without regard to mitigating measures, such as  
11 medications, assistive devices, or reasonable accommodations, unless the mitigating measure  
12 itself limits a major life activity. (B) A mental or psychological disorder or condition limits a  
13 major life activity if it makes the achievement of the major life activity difficult. (C) ‘Major life  
14 activities’ shall be broadly construed and shall include physical, mental, and social activities and  
15 working.”

16 96. At all times mentioned herein, Plaintiff was qualified for the position he held and  
17 was performing competently in the position. Furthermore, Plaintiff was willing and able to  
18 perform the duties and essential functions of his position with or without a reasonable  
19 accommodation.

20 97. Defendants’ discriminatory and harassing actions against Plaintiff, as alleged  
21 above, including his termination of employment, constituted unlawful discrimination in  
22 employment on account of the fact that Plaintiff was an employee that has a protected  
23 characteristic, in violation of California Government Code Section 12940.

24 98. This is a claim for relief arising from Defendants’ causing, and its failure to  
25 prevent, disability discrimination and harassment against Plaintiff.

26 99. Because of Defendants’ failure to prevent harassment and discrimination, Plaintiff  
27 suffered adverse employment actions, including termination.

28

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1           100. Plaintiff is informed and believes and, based thereon, alleges that Defendants’  
2 conduct, as described herein, was substantially motivated by the fact that Plaintiff has a protected  
3 characteristic.

4           101. Plaintiff is informed and believes and, based thereon, alleges that all Defendants,  
5 including the Defendants named as DOES 1 through 100, inclusive, aided, abetted, incited,  
6 compelled, coerced, or conspired to commit one or more of the acts alleged in this Cause of  
7 Action.

8           102. As a proximate result of Defendants’ wrongful conduct, Plaintiff has suffered and  
9 continues to suffer damages in an amount subject to proof, but which are in excess of the  
10 jurisdictional minimum of this Court, and which include, but are not limited to, humiliation,  
11 depression, anxiety, loss of sleep, loss of appetite, and body-aches in addition to their monetary  
12 damages.

13           103. As a direct and proximate result of the actions of Defendants, including the  
14 discrimination and harassment against Plaintiff as described herein, Plaintiff has suffered and will  
15 continue to suffer pain and extreme and severe mental anguish and emotional distress. Plaintiff  
16 has further suffered and will continue to suffer a loss of earnings and other employment benefits.  
17 Accordingly, Plaintiff is entitled to general compensatory damages in amounts to be proven at  
18 trial. Defendants, through their officers, managing agents and/or supervisors, authorized,  
19 condoned and/or ratified the unlawful conduct describe herein above.

20           104. Plaintiff is informed and believes, and based thereon allege, that the conduct of  
21 Defendants as alleged herein was malicious, oppressive, in conscious disregard of Plaintiff’s  
22 rights, and with the purpose and intent of harming and injuring Plaintiff and defrauding  
23 him/her/them out of benefits and compensation to which he/she/they were rightfully entitled, and  
24 therefore constitutes “malice” as that term is defined in California Civil Code Section 3294,  
25 triggering the right to punitive and exemplary damages according to proof, as well as attorneys’  
26 fees and costs, pursuant to statute.

27           105. By discriminating against and harassing Plaintiff in violation of Government Code  
28 Section 12940, Defendants acted willfully, oppressively, maliciously and with conscious

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1 disregard for Plaintiff’s rights, and with the intent to annoy, harass or injure Plaintiff, in violation  
2 of California Civil Code Section 3294, such that Plaintiff is entitled to recovery of punitive  
3 damages in an amount according to proof at trial.

4 106. Defendants’ acts alleged herein are malicious, oppressive, despicable, and in  
5 conscious disregard of Plaintiff’s rights. Upon information and belief, one or more of Defendants’  
6 managing agents committed, authorized, or ratified the wrongful conduct. As such, punitive  
7 damages are warranted against Defendants.

8 107. Plaintiff seeks his attorneys’ fees and costs pursuant to California Government  
9 Code Section 12965(b).

10  
11 **SEVENTH CAUSE OF ACTION**  
12 **FAILURE TO PREVENT AND INVESTIGATE**  
13 **DISCRIMINATION AND HARASSMENT**

14 (Gov’t. Code § 12940 *et seq.*; *Tameny v. Atlantic Richfield Company*)  
15 (On behalf of Plaintiff Sampino as an individual against all Defendants)

16 108. Plaintiff incorporates in this cause of action each and every allegation of the  
17 preceding paragraphs, with the same force and effect as though fully set forth herein.

18 109. Under California law, there is a fundamental and well-established public policy  
19 against taking any adverse employment action motivated by the fact that an employee has a  
20 protected characteristic.

21 110. Under the Fair Employment and Housing Act (“FEHA”), it is an unlawful  
22 employment practice to take any adverse employment action motivated by the fact that an  
23 employee has a protected characteristic. Said public policy is embodied in the Constitution of the  
24 State of California and California Statutory law, including but not limited to Gov’t. Code § 12940.  
25 Jurisdiction is invoked in this court pursuant to the FEHA and the public policy and common law  
26 of the State of California, pursuant to the case of *Tameny v. Atlantic Richfield Company* (1980)  
27 27 Cal. 3d 167 and *Rojo v. Kliger* (1990) 52 Cal. 3d 65.

28 111. As alleged above, Plaintiff was entitled to protection under the FEHA based on the  
fact that Plaintiff is an employee that has a protected characteristic.

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1           112. As such, Plaintiff was entitled to FEHA’s protection pursuant to California  
2 Government Code Section 12940 *et seq.*

3           113. Defendants were aware that Plaintiff was an employee that has a protected  
4 characteristic.

5           114. At all times mentioned herein, Defendants were employers within the meaning of  
6 the California Fair Employment and Housing Act (Cal. Govt. Code § 12940 *et seq.*) (hereinafter  
7 “FEHA) and Plaintiff was an employee within the meaning of the FEHA. This cause of action is  
8 brought pursuant to FEHA, and the corresponding regulations promulgated by the California  
9 Department of Fair Employment and Housing. Defendants regularly and systematically do  
10 business in the State of California and is subject to suit under the California Fair Employment and  
11 Housing Act, Government Code Sections 12900 *et seq.* (“FEHA”), in that Defendants regularly  
12 employed five or more persons.

13           115. Under the FEHA, including California Government Code Section 12940(k), and  
14 the common law of the State of California, Defendants owe to Plaintiff and Class Members a duty  
15 to take all reasonable steps necessary to investigate or prevent harassment and discrimination.

16           116. Plaintiff complained about the harassment and discrimination to one of Plaintiff’s  
17 managers. Nonetheless, Defendants did not investigate Plaintiff’s complaints or take action to  
18 stop the harassment and discrimination.

19           117. Despite Defendants’ knowledge of Plaintiff’s complaints, Defendants failed to  
20 take immediate and appropriate corrective action to prevent discrimination, retaliation, and  
21 harassment. Defendants similarly failed to take all reasonable steps to prevent discrimination  
22 from occurring. On information and belief, Defendants do not provide adequate anti-  
23 discrimination training to their workforce, which results in unlawful discrimination, unlawful  
24 harassment, unlawful retaliation and related violations against Plaintiff and Class Members.

25           118. As a result of Defendants’ acts and omissions alleged above, Plaintiff and Class  
26 Members suffered injuries and damages in an amount according to proof at trial.

27           119. Plaintiff is informed and believes and thereon alleges that, as a direct and  
28 proximate result of Defendants’ willful, knowing, and intentional wrongful conduct, Plaintiff has



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1 suffered and continues to suffer damages in an amount subject to proof, but which are in excess  
2 of the jurisdictional minimum of this Court, and which include, but are not limited to, mental  
3 distress, anguish, indignation, humiliation, depression, anxiety, fear, loss of sleep, loss of appetite,  
4 and body-aches. Plaintiff has also suffered from a loss of earnings, other employment benefits  
5 and job opportunities, accrued but unpaid salary bonuses and benefits (including pre-judgment  
6 interest thereon), front pay, back pay, severance pay, and other monetary damages. Plaintiff is  
7 thereby entitled to general and compensatory damages in an amount to be proven at trial, in  
8 addition to attorneys' fees and costs.

9 120. Plaintiff seeks attorneys' fees and costs pursuant to California Government Code  
10 Section 12965(b).

11 121. California Government Code § 12940(a) provides: It is an unlawful employment  
12 practice: "For an employer, ... or any other person, because of race, religious creed, color, national  
13 origin, ancestry, physical disability, mental disability, medical condition, genetic information,  
14 marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military  
15 and veteran status, to harass an employee, an applicant, an unpaid intern or volunteer, or a person  
16 providing services pursuant to a contract. Harassment of an employee, an applicant, an unpaid  
17 intern or volunteer, or a person providing services pursuant to a contract by an employee, other  
18 than an agent or supervisor, shall be unlawful if the entity, or its agents or supervisors, knows or  
19 should have known of this conduct and fails to take immediate and appropriate corrective action.  
20 An employer may also be responsible for the acts of nonemployees, with respect to sexual  
21 harassment of employees, applicants, unpaid interns or volunteers, or persons providing services  
22 pursuant to a contract in the workplace, where the employer, or its agents or supervisors, knows  
23 or should have known of the conduct and fails to take immediate and appropriate corrective action.  
24 In reviewing cases involving the acts of nonemployees, the extent of the employer's control and  
25 any other legal responsibility that the employer may have with respect to the conduct of those  
26 nonemployees shall be considered. An entity shall take all reasonable steps to prevent harassment  
27 from occurring. Loss of tangible job benefits shall not be necessary in order to establish  
28 harassment."

1 122. Defendants’ acts alleged herein are malicious, oppressive, despicable, and in  
2 conscious disregard of Plaintiff’s rights. Upon information and belief, one or more of Defendants’  
3 managing agents committed, authorized, or ratified the wrongful conduct. As such, punitive  
4 damages are warranted against Defendants.

5  
6 **EIGHTH CAUSE OF ACTION**  
7 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**  
8 *(Tameny v. Atlantic Richfield Company)*  
9 *(On behalf of Plaintiff Sampino as an individual against all Defendants)*

10 123. Plaintiff incorporates by reference paragraphs 1 through 122 as though set forth  
11 fully herein.

12 124. Under California law, there is a fundamental and well-established public policy  
13 against discrimination, harassment or retaliation based on age. Said public policy is embodied in  
14 the Constitution of the State of California and California Labor Code §§ 98.6, 98.7, 230, and other  
15 sections of the Labor Code. Adverse employment actions taken by an employer motivated by the  
16 age and/or disability of an employee are contrary to said public policy and are thus actionable  
17 under the common law of this state.

18 125. Named Plaintiff was terminated from his employment with Defendants based upon  
19 Defendants’ violation of public policy in retaliating against Named Plaintiff on account of his  
20 race.

21 126. During the course of his employment, Plaintiff met or exceeded expectations with  
22 regards to job performance. However, Plaintiff was terminated on or about October 1, 2016.  
23 Defendant(s) told Plaintiff he was not being terminated because of his “performance,” but because  
24 he “[doesn’t] understand luxury,” and because he “[doesn’t] know the luxury life.” Defendant(s)  
25 also told Plaintiff that he was being dismissed because he hasn’t “lived the luxury life.”  
26 Defendant(s) told Plaintiff to quit because “that would make the paperwork easier.”

27 127. Plaintiff alleges this constitutes race discrimination because defendants perceived  
28 minorities such as plaintiff as not understanding the “luxury life”. Because “not understanding the

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1 luxury life” was the reason given for plaintiff’s termination, plaintiff’s termination was wrongful  
2 and defendant is in violation of public policy.

3 128. The conduct of Defendants described herein above was outrageous and was  
4 executed with malice, fraud and oppression, and with conscious disregard for Plaintiff’s rights,  
5 and further, with the intent, design and purpose of injuring Plaintiff.

6 129. As a proximate result of Defendants’ wrongful acts, Plaintiff has suffered, and  
7 continues to suffer, substantial losses incurred in seeking substitute employment and in earnings,  
8 bonuses, deferred compensation, stock options, and other employment benefits; and has suffered,  
9 and continues to suffer, emotional distress in an amount according to proof at the time of trial.

10 130. Defendants, through their officers, managing agents, and/or their supervisors,  
11 authorized, condoned and/or ratified the unlawful conduct described herein above. By reason  
12 thereof, Plaintiff is entitled to an award of punitive damages in an amount according to proof at  
13 the time of trial.

14 **NINTH CAUSE OF ACTION**  
15 **UNFAIR BUSINESS PRACTICES**  
16 (Bus. & Prof. Code §§ 17200 *et seq.*)

17 *(On behalf of Plaintiff and all Class Members against all Defendants)*

18 131. Plaintiff incorporates in this cause of action each and every allegation of the  
19 preceding paragraphs, with the same force and effect as though fully set forth herein.

20 132. Plaintiff brings this cause of action individually and on behalf of all others  
21 similarly situated.

22 133. Defendants’ violations of California law, including Defendants’ violations of the  
23 Employment Laws and Regulations as alleged herein constitutes an unfair business practice in  
24 violation of California Business & Professions Code Section 17200 *et seq* because they were done  
25 repeatedly, over a significant period of time, and in a systematic manner to the detriment of  
26 Plaintiff and Class Members.

27 134. In addition, Plaintiff brings this cause of action seeking equitable and statutory  
28 relief to stop Defendants’ misconduct, as complained of herein, and to seek restitution of the

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1 amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices  
2 described herein.

3 135. Defendants' knowing conduct, as alleged herein, constitutes an unlawful and/or  
4 fraudulent business practice, as set forth in California Business & Professions Code §§ 17200-  
5 17208. Specifically, Defendants conducted business activities while failing to comply with the  
6 legal mandates cited herein.

7 136. As a result of Defendants' unfair business practices, Defendants have reaped unfair  
8 benefits at Plaintiff's and Class Members' expense.

9 137. Defendants' business practices were unfair as set forth herein, providing an  
10 independent basis to support this claim.

11 138. Defendants' business practices were also fraudulent, as set forth herein, providing  
12 yet another independent basis to support the claim.

13 139. Plaintiff is informed and believes and, based thereon, alleges that the fictitious  
14 Defendants named as DOES 1 through 100, inclusive, aided, abetted, incited, compelled, coerced,  
15 or conspired to commit one or more of the acts alleged in this Cause of Action.

16 140. Defendants have clearly established a policy of accepting a certain amount of  
17 collateral damage as incidental to its business operations, rather than accepting the alternative  
18 costs of full compliance with fair, lawful, and honest business practices, ordinarily borne by its  
19 responsible competitors and as set forth in legislation and the judicial record. Defendants' policy  
20 is confirmed by Plaintiff's and Class Members' damages as herein alleged.

21 141. Defendants' unfair business practices entitle Plaintiff and Class Members to seek  
22 preliminary and permanent injunctive relief and other restitutionary relief, including but not  
23 limited to orders that Defendants account for and restore unlawfully withheld compensation to  
24 the Plaintiff and Class Members and discontinue certain unlawful employment practices, conduct  
25 and implement adequate training, including the implementation of policies and procedures  
26 designed to prevent the legal violations at issue in this lawsuit. Defendants' unfair business  
27 practices also entitle Plaintiff to attorneys' fees and costs.

28

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**JURY DEMAND**

Plaintiff hereby demands a jury trial on all issues and causes of action.

**PRAYER FOR RELIEF**

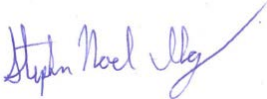
Wherefore, Plaintiff prays for the following forms of relief, individually and on behalf of all others similarly situated:

1. Certification of this action as a class action on behalf of the classes defined herein and designation of Plaintiff as representative of the classes and his counsel as counsel for the classes;
2. For penalties pursuant to Labor Code §§ 201-203, 226, 556, 1174(d), 1194, 1194.2, 2698 *et seq.* (after the claim under § 2698 *et seq.* has been added), and 2802, and any and all other provisions of the Labor Code referenced herein which provide for penalties as a result of the conduct alleged herein;
3. For costs of suit incurred herein and attorneys’ fees pursuant to the statutes cited herein;
4. For compensatory damages;
5. Compensation for all hours worked but not paid;
6. For general damages in amounts according to proof and in no event in an amount less than the jurisdictional limit of this court;
7. For special damages according to proof;
8. For punitive damages where allowed by law;
9. For restitution of all monies due to Plaintiff from the unlawful business practices of Defendants;
10. For injunctive relief;
11. For pre-judgment and post-judgment interest as provided by law; and
12. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Signed: April 12, 2017

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\_\_\_\_\_  
Stephen Noel Ilg

Attorneys for Plaintiffs

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