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20 **IN THE UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 Lisa Pittmon and Joel MacKay, on behalf
23 of themselves and others similarly
24 situated, and on behalf of the general
public,

25 Plaintiffs,

26 v.

27 CACI International, Inc. and
28

Case No. _____

**CLASS AND COLLECTIVE
ACTION COMPLAINT FOR
DAMAGES, RESTITUTION, AND
INJUNCTIVE RELIEF**

**(1) Failure to Pay Overtime
Compensation in Violation of the**

CACI, Inc. - Federal,

Defendants.

Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*)

(2) Failure to Pay Overtime Compensation in Violation of California Law (Cal. Lab. Code §§ 510, 1194, and 1198, and IWC Wage Order(s))

(3) Failure to Provide Itemized Wage Statements (Cal. Lab. Code § 226)

(4) Failure to Provide and/or Authorize Meal and Rest Periods (Cal. Lab. Code §§ 226.7, 512, and IWC Wage Order)

(5) Failure to Pay Earned Wages Upon Discharge, Waiting Time Penalties in Violation of Labor Code §§ 201-203;

(6) Violation of California Business and Professions Code § 17200 *et seq.*

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PRELIMINARY STATEMENT

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2 1. This is a putative class and collective action brought by individual and
3 representative Plaintiffs Lisa Pittmon and Joel MacKay, on behalf of themselves and
4 the proposed California Class and nationwide FLSA Collective. Plaintiffs and the
5 putative class members are or were employed by Defendants CACI International,
6 Inc. and CACI, Inc. - Federal (collectively “CACI” or “Defendants”) as background
7 investigators and were denied proper compensation as required by federal and state
8 wage and hour laws. These employees are similarly situated under the Fair Labor
9 Standards Act (“FLSA”), 29 U.S.C. § 216(b) and Rule 23 of the Federal Rules of
10 Civil Procedure.

11 2. The FLSA Collective is made up of all persons who Defendants
12 employed as background investigators at any time within three years prior to this
13 action’s filing date through the trial of this action (the “Collective Period”).

14 3. The California Class is made up of all persons who Defendants
15 employed as background investigators in the state of California at any time within
16 four years prior to this action’s filing date through the trial of this action (the
17 “California Class Period”).

18 4. During the Collective Period, Defendants failed to pay overtime
19 compensation to Plaintiffs and each member of the FLSA Collective as required by
20 federal law. Plaintiffs seek relief for themselves and for the FLSA Collective under
21 the FLSA to remedy Defendants’ failure to pay appropriate overtime compensation.

22 5. During the California Class Period, Defendants failed to pay overtime
23 compensation to Plaintiffs and each member of the California Class as required by
24 California law, and therefore failed to pay all wages due at separation. Defendants
25 also failed to authorize, permit, or provide meal and rest periods and failed to provide
26 complete and accurate wage statements. Plaintiffs seek relief for themselves and the
27 California Class under California law to remedy Defendants’ failure to pay
28 appropriate overtime compensation, to provide, authorize, and/or permit meal and

1 rest periods, to promptly pay all wages at the time of separation, and to provide
2 accurate wage statements, in addition to equitable and injunctive relief.

3 **THE PARTIES**

4 6. Individual and representative Plaintiff Lisa Pittmon is an individual
5 residing in California. Defendants employed her as a background investigator from
6 May of 2019 until May of 2020. Plaintiff Pittmon worked remotely from her home
7 but was assigned a territory that included numerous worksite locations within Los
8 Angeles, Kern, and San Bernardino Counties.

9 7. Individual and representative Plaintiff Joel MacKay is an individual
10 residing in California. Defendants employed him as a background investigator from
11 approximately April of 2019 until approximately September of 2020. Plaintiff
12 McKay worked remotely from his home but was assigned a territory that included
13 numerous worksite locations within Los Angeles and Kern Counties.

14 8. Defendant CACI International, Inc. is a Delaware Corporation
15 headquartered in Arlington, Virginia. Defendant CACI, Inc. – Federal is also a
16 Delaware Corporation headquartered in Arlington, Virginia.

17 9. CACI is one of the largest background investigation firms in the world.
18 Defendants' primary customers are agencies and departments of the U.S.
19 government. Through its subsidiaries, CACI employees more than 23,000
20 individuals in many capacities, including those performing background
21 investigations in conjunction with the U.S. government.

22 10. Defendants' gross annual sales made or business done has been
23 \$500,000.00 or greater at all times relevant herein. Defendants operate in interstate
24 commerce by performing their services throughout the United States.

25 **JURISDICTION AND VENUE**

26 11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331
27 as this case is brought under the FLSA, 29 U.S.C. §§ 201 *et seq.* Plaintiffs have
28 signed consent forms to join this lawsuit, which are attached as Exhibit A. Four

1 additional background investigators have also signed consent forms to opt-in to this
2 action, which are attached as Exhibit B. As this case proceeds, it is likely that other
3 individuals will file consent forms and join as opt-in plaintiffs. This Court also has
4 supplemental jurisdiction over Plaintiffs' California state law claims pursuant to 28
5 U.S.C. § 1367.

6 12. Venue is proper in the United States District Court, Central District of
7 California pursuant to 28 U.S.C. § 1391, because Plaintiffs worked in Los Angeles
8 County, California, because Plaintiff Pittmon resides in Los Angeles County, and
9 because a substantial part of the events giving rise to the claims occurred in this
10 district. This case is properly assigned to the Western Division of the Central District.

11 **FACTUAL ALLEGATIONS**

12 13. During the applicable statutory period, Plaintiffs, the FLSA Collective
13 and California Class worked as background investigators for Defendants.
14 Defendants employed them within the meaning of the FLSA.

15 14. Plaintiffs, the FLSA Collective, and California Class are or were hourly-
16 paid, non-exempt employees eligible for overtime pay.

17 15. Background investigators are responsible for conducting face-to-face
18 interviews with the subject of the investigations, as well as other people who may
19 know them, to establish the background, reputation, character suitability and
20 qualifications of the subject. The information is used by others in determining
21 employment suitability of persons who require access to sensitive or classified U.S.
22 government information.

23 16. Investigators also complete searches for information from law
24 enforcement agencies, courthouses, educational and financial institutions, and
25 medical and/or mental health facilities when necessary. After gathering all required
26 information, investigators compile and submit reports using Defendants' computer
27 systems. Background investigators are required to complete assigned investigations
28 within strict timeframes.

1 17. Defendants operated under a common policy and/or practice of
2 suffering and permitting and/or requiring Plaintiffs and those similarly situated to
3 work unpaid overtime hours.

4 18. Defendants imposed production requirements that, if not met, could
5 subject Plaintiffs, the FLSA Collective, and the California Class to disciplinary action
6 or lead to demotion or termination.

7 19. Defendants discouraged Plaintiffs, the FLSA Collective, and the
8 California Class from recording all their overtime hours worked, instead instructing
9 them to record forty hours per week. Defendants' policies and practices related to the
10 setting and enforcing of production metrics required and caused Plaintiffs, the FLSA
11 Collective, and California Class to underreport their actual hours worked, resulting
12 in Plaintiffs, the FLSA Collective, and California Class not being paid for all of their
13 overtime hours worked. Defendants also required Plaintiffs and the California Class
14 to record that they had taken meal periods, regardless of whether or not they had
15 actually been relieved of duty.

16 20. Plaintiffs, the FLSA Collective, and the California Class regularly
17 worked unpaid overtime hours to meet Defendants' production requirements.

18 21. Prior to approximately March of 2020, when the COVID-19 pandemic
19 caused a reduction in the volume of work Defendants assigned to her, Plaintiff
20 Pittmon typically worked approximately nine hours during the day, and another two
21 hours in the evening on average, although the start and end times of each portion of
22 her workday varied depending on assignments and workload, Monday through
23 Friday. Due to the heavy workload Defendants assigned to her and Defendants'
24 production metrics, Plaintiff Pittmon routinely worked through her meal and rest
25 breaks. As a result, on average, Plaintiff Pittmon worked approximately fifty-five
26 (55) to sixty (60) hours per week. For example, during the workweek ending
27 November 1, 2019, Plaintiff Pittmon estimates that she worked approximately sixty
28

1 (60) hours. Plaintiff Pittmon was not paid for the overtime hours she worked during
2 this period.

3 22. Prior to approximately March of 2020, when the COVID-19 pandemic
4 caused a reduction in the volume of work Defendants assigned to him, Plaintiff
5 MacKay typically worked from approximately 7:00 a.m. to about 7:00 p.m., Monday
6 through Friday. Due to the heavy workload Defendants assigned to him and
7 Defendants' production metrics, Plaintiff MacKay typically worked through his meal
8 and rest breaks. Plaintiff MacKay also occasionally performed work on weekends.
9 As a result, on average, Plaintiff MacKay worked approximately sixty (60) hours per
10 week. For example, during the workweek ending December 8, 2019 Plaintiff
11 MacKay estimates that he worked approximately (60) hours. Plaintiff MacKay was
12 not paid for the overtime hours he worked during this period.

13 23. Defendants required Plaintiffs, the FLSA Collective, and the California
14 Class to record their hours in an electronic time-keeping system. However,
15 Defendants' supervisors reviewed background investigators' timesheets before they
16 were submitted and could, and did, reject them if they showed overtime or if they did
17 not reflect meal breaks (whether or not those breaks were taken). As a result, the
18 hours recorded in the electronic time-keeping system did not accurately reflect all of
19 the hours Plaintiffs, the FLSA Collective, and the California Class worked.

20 24. Defendants knew, or should have known, that Plaintiffs, the FLSA
21 Collective, and the California Class routinely worked unpaid overtime hours.
22 Defendants knew, or should have known, that Plaintiffs and the California Class were
23 not provided compliant meal and rest periods, and worked without receiving
24 premium pay for missed meal and rest breaks. The heavy workload Defendants
25 assigned to background investigators and Defendants' production metrics caused
26 them to work overtime. Many of Defendants' supervisors and team leads were
27 investigators prior to transitioning into supervisory positions. As a result, upon
28 information and belief, Defendants' management-level employees also worked

1 unpaid overtime hours themselves during their employment as background
2 investigators.

3 25. Plaintiffs' supervisors acknowledged in emails and on teleconference
4 calls that Plaintiffs and other background investigators worked overtime hours, but
5 still refused to approve all the overtime hours that they worked.

6 26. Plaintiffs and those similarly situated worked in excess of forty (40)
7 hours per week and/or eight (8) hours per day for Defendants on one or more
8 occasions without receiving proper overtime pay.

9 27. Due to Defendants' production requirements, Plaintiffs often did not
10 take rest breaks or take a 30 minute meal period when they were relieved of all duty.
11 Defendants did not have a policy of paying premiums when Plaintiffs were not
12 provided with a meal period, but instead instructed Plaintiffs to record a meal break
13 on their timesheets.

14 28. Defendants did not keep accurate records of the hours Plaintiffs and
15 other background investigators worked. Because Defendants did not pay Plaintiffs
16 and other background investigators for all hours worked, including overtime hours,
17 Defendants' wage statements did not accurately reflect all hours worked. Those wage
18 statements also did not accurately reflect all rates of pay, and did not itemize the
19 hours worked at each rate of pay.

20 29. Plaintiff Pittmon's employment with Defendants ended in May of 2020
21 and Plaintiff MacKay's ended in September of 2020. However, Defendants failed to
22 pay all wages that were due at that time, include overtime premiums. More than 30
23 days have passed since the end of Plaintiffs' employment, and Defendants still have
24 not paid all wages that are due and owing.

25 30. Defendants' unlawful conduct has been widespread, repeated, and
26 consistent.

27 31. Defendants' conduct, as set forth in this Complaint, was willful and in
28 bad faith. Defendants operated under a scheme that has caused significant damages

1 to Plaintiffs and the similarly situated individuals.

2 **COLLECTIVE ACTION ALLEGATIONS**

3 32. Plaintiffs bring this action on behalf of themselves and other similarly
4 situated employees as authorized under the FLSA, 29 U.S.C. § 216(b). The
5 employees similarly situated are as follows:

6 **FLSA Collective:** All Persons who Defendants employed as background
7 investigators within the United States within the period
8 starting three years prior to the filing of the initial
9 complaint in this action until trial of this action.

10 33. Upon information and belief, Defendants knew that Plaintiffs and the
11 FLSA Collective performed work that required overtime pay. Defendants operated
12 under a scheme to deprive these employees of overtime compensation by failing to
13 properly compensate them for all hours worked.

14 34. Defendants are liable under the FLSA for failing to properly compensate
15 Plaintiffs and the FLSA Collective, and as such, notice should be sent to the FLSA
16 Collective. There are numerous similarly situated current and former employees of
17 Defendants who have been denied overtime pay in violation of the FLSA who would
18 benefit from the issuance of Court-supervised notice of this lawsuit and the
19 opportunity to join. Those similarly situated employees are known to Defendants
20 and are readily identifiable through Defendants' records.

21 **CLASS ACTION ALLEGATIONS**

22 35. Plaintiffs bring this action on behalf of themselves and as a class action
23 on behalf of all similarly situated background investigators. The California Class is
24 defined as follows:

25 **California Class:** All current and former background investigators
26 Defendants employed in the state of California at any time
27 starting four years prior to the filing date of this complaint,
28 through the date of trial.

1 36. This action is properly brought as a class action pursuant to the class
2 action procedures of Rule 23 of the Federal Rules of Civil Procedure.

3 37. The class is so numerous that joinder of all members is impractical.
4 While the exact number and identities of class members are unknown at this time,
5 and can only be ascertained through appropriate discovery, Plaintiffs believe that
6 there are at least seventy-five (75) class members.

7 38. This litigation is properly brought as a class action because of the
8 existence of questions of fact and law common to Plaintiffs and other members of
9 the class which predominate over any questions affecting only individual members,
10 including:

11 a. Whether Defendants are liable to members of the class described
12 above for violations of the applicable labor codes;

13 b. Whether Defendants failed to pay proper overtime pay to
14 members of the class described above;

15 c. Whether Defendant failed to provide off-duty meal periods;

16 d. Whether Defendant failed to permit and authorize paid, off-duty
17 rest periods;

18 e. Whether Defendants knowingly and intentionally failed to
19 provide accurate wage statements;

20 f. Whether Defendants willfully failed to pay all wages due at
21 termination; and

22 g. Whether Defendants engaged in unfair competition.

23 39. This litigation is properly brought as a class action because Plaintiffs'
24 claims are typical of the claims of the class members, inasmuch as all such claims
25 arise from Defendants' standard policies and practices, as alleged herein.

26 40. Like all class members, Plaintiffs were damaged by Defendants'
27 system-wide policies and practices of failing to pay background investigators
28 overtime pay for overtime hours worked, failing to provide meal periods and to

1 authorize and permit rest breaks, failing to provide compliant wage statements, and
2 failing to pay all wages due at separation from employment, thus giving rise to legal
3 remedies under applicable California labor law.

4 41. Plaintiffs have no interests antagonistic to the interests of other class
5 members.

6 42. Plaintiffs are committed to the vigorous prosecution of this action and
7 retained competent counsel experienced in class action litigation. Accordingly,
8 Plaintiffs are adequate and will fairly and adequately protect the interests of the class.

9 43. A class action is an appropriate and superior method for the fair and
10 efficient adjudication of the controversy, particularly in the context of wage and hour
11 litigation where individual plaintiffs lack the financial resources to vigorously
12 prosecute separate lawsuits in federal court against large corporate defendants.

13 44. Class certification is also fair and efficient because prosecution of
14 separate actions by individual class members would create a risk of differing
15 adjudications with respect to such individual members of the classes, which as a
16 practical matter may be dispositive of the interests of other members not parties to
17 the adjudication, or substantially impair or impede their ability to protect their
18 interests. Plaintiffs anticipate there will be no difficulty in the management of this
19 litigation. This litigation presents claims under applicable state wage statutes of a
20 type that have often been prosecuted on a class wide basis, and the manner of
21 identifying the class members and providing any monetary relief to it can easily be
22 effectuated from a review of Defendants' records.

23 **FIRST CLAIM FOR RELIEF**

24 **FAILURE TO PAY OVERTIME UNDER THE FLSA**

25 29 U.S.C. §§ 201 et seq.

26 (On Behalf of Plaintiffs and the FLSA Collective)

27 45. Plaintiffs and the FLSA Collective allege and incorporate by reference
28 the allegations in the preceding paragraphs.

1 46. At all relevant times, Defendants were “employers” engaged in
2 interstate commerce and/or in the production of goods for commerce, within the
3 meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, Defendants employed
4 employees, including Plaintiffs and each member of the FLSA Collective.

5 47. Plaintiffs consent in writing to be a part of this action, pursuant to 29
6 U.S.C. § 216(b). As this case proceeds, it is likely that other individuals will sign
7 consent forms and join as plaintiffs.

8 48. The FLSA requires all covered employers, such as Defendants, to
9 compensate all non-exempt employees at a rate of not less than one and one-half
10 times the regular rate of pay for work performed in excess of forty hours per work
11 week.

12 49. Plaintiffs and the FLSA Collective are entitled to be paid overtime
13 compensation for all hours worked. By failing to compensate Plaintiffs and the FLSA
14 Collective overtime compensation, Defendants violated the FLSA, 29 U.S.C. §§ 201
15 *et seq.*

16 50. By failing to record, report, and/or preserve records of hours worked by
17 Plaintiffs and the FLSA Collective, Defendants failed to make, keep, and preserve
18 records with respect to each of their employees sufficient to determine their wages,
19 hours, and other conditions and practice of employment, in violation of the FLSA,
20 29 U.S.C. §§ 201 *et seq.*

21 51. The foregoing conduct, as alleged, constitutes a willful violation of the
22 FLSA, within the meaning of 29 U.S.C. § 255(a).

23 52. Plaintiffs, on behalf of themselves and the FLSA Collective, seek
24 damages in the amount of all unpaid overtime compensation owed to themselves and
25 the FLSA Collective, liquidated damages as provided by the FLSA, 29 U.S.C. §
26 216(b), interest, and such other legal and equitable relief as the Court deems just and
27 proper.

28 53. Plaintiffs, on behalf of themselves and the FLSA Collective, seek

1 recovery of attorneys' fees and costs to be paid by Defendants, as provided by the
2 FLSA, 29 U.S.C. § 216(b).

3 **SECOND CLAIM FOR RELIEF**

4 **FAILURE TO PAY OVERTIME UNDER CALIFORNIA LAW**

5 Cal. Wage Order No. 4; Cal. Labor Code §§ 510, 1194, 1198

6 (On Behalf of Plaintiffs and the California Class)

7 54. Plaintiffs allege and incorporate by reference the allegations in the
8 preceding paragraphs.

9 55. At all times relevant to this action, Plaintiffs and members of the
10 California Class were employed by Defendants within the meaning of the California
11 Labor Code.

12 56. By the course of conduct set forth above, Defendants violated Cal.
13 Labor Code §§ 510, 1194, and 1198.

14 57. The California Labor Code requires employers, such as Defendants, to
15 pay overtime compensation to all non-exempt employees.

16 58. Plaintiffs and members of the California Class were non-exempt
17 employees entitled to be paid proper overtime compensation for all overtime hours
18 worked.

19 59. During the relevant statutory period, Plaintiffs and Class Members
20 worked in excess of eight (8) hours in a work day and/or forty (40) hours in a work
21 week, and on occasion over twelve hours in a day and/or a seventh consecutive day
22 for Defendants.

23 60. During the relevant statutory period, Defendants failed and refused to
24 pay the Plaintiffs and the California Class proper overtime compensation for
25 overtime hours worked.

26 61. Defendants had a policy and practice of failing and refusing to pay
27 proper overtime pay to Plaintiffs and members of the California Class for overtime
28 hours worked.

1 62. As a result of Defendants' failure to pay wages earned and due,
2 Defendants violated the California Labor Code.

3 63. As a direct and proximate result of Defendants' unlawful conduct, as set
4 forth herein, Plaintiffs and the California Class have sustained damages, including
5 loss of earnings for hours of overtime worked on behalf of Defendants, prejudgment
6 interest, and attorneys' fees and costs.

7 **THIRD CLAIM FOR RELIEF**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 Cal. Labor Code § 226

10 (On Behalf of Plaintiffs and the California Class)

11 64. Plaintiffs allege and incorporate by reference the allegations in the
12 preceding paragraphs.

13 65. Defendants knowingly and intentionally failed to provide Plaintiffs and
14 the California Class with timely, accurate, itemized wage statements showing all
15 items required pursuant to California Labor Code § 226(a), including, but not limited
16 to, total hours worked, rates of pay, and hours worked at each rate of pay.

17 66. Pursuant to Labor Code section 226(e)(2), Plaintiffs and members of
18 the California Class suffered injury because, due to Defendants' failure to provide
19 the required information, Plaintiffs and Class Members could not promptly and
20 easily determine, among other things, their hours worked, rates of pay, and hours
21 worked at each rate of pay.

22 67. Plaintiffs, individually and on behalf of the California Class, are entitled
23 to and do seek injunctive relief requiring Defendants to comply with Labor Code §
24 226(a) and further seek the amount provided under Labor Code § 226(e), including
25 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) for each violation in a
27 subsequent pay period, plus attorneys' fees and costs.

FOURTH CLAIM FOR RELIEF

FAILURE TO AUTHORIZE, PERMIT, OR PROVIDE MEAL AND REST PERIODS

Cal. Wage Order No. 4; Cal. Labor Code §§ 226.7, 512

(On Behalf of Plaintiffs and the California Class)

68. Plaintiffs allege and incorporate by reference the allegations in the preceding paragraphs.

69. California Labor Code § 512 prohibits an employer from employing 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, or 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.

70. Section 11 of Wage Order No. 4 provides (and at all times relevant hereto provided) in relevant part that:

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, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time. If an employer fails to

1 provide an employee a meal period in accordance with the
2 applicable provisions of this Order, the employer shall pay the
3 employee one (1) hour of pay at the employee's regular rate of
4 compensation for each work day that the meal period is not
5 provided.

6 71. Section 12 of Wage Order No. 4 provides (and at all times relevant
7 hereto provided) in relevant part that:

8 Every employer shall authorize and permit all employees to take
9 rest periods, which insofar as practicable shall be in the middle of
10 each work period. The authorized rest period time shall be based
11 on the total hours worked daily at the rate of ten (10) minutes net
12 rest time per four (4) hours or major fraction thereof. However, a
13 rest period need not be authorized for employees whose total daily
14 work time is less than three and one-half (3 ½) hours. Authorized
15 rest period time shall be counted, as hours worked, for which there
16 shall be no deduction from wages. If an employer fails to provide
17 an employee a rest period in accordance with the applicable
18 provisions of this Order, the employer shall pay the employee one
19 (1) hour of pay at the employee's regular rate of compensation for
20 each work day that the rest period is not provided.

21 72. California Labor Code § 226.7 prohibits any employer from requiring
22 any employee to work during any meal or rest period mandated by an applicable IWC
23 wage order, and provides that an employer that fails to provide an employee with a
24 required rest break or meal period shall pay that employee one additional hour of pay
25 at the employee's regular rate of compensation for each work day that the employer
26 does not provide a compliant meal or rest period.

27 73. Defendants knowingly failed to provide Plaintiffs and the California
28 Class with meal periods as required by law, and knowingly failed to authorize and

1 permit Plaintiffs and the California Class to take rest periods as required by law.
 2 Plaintiffs and Class Members are therefore entitled to payment of the meal and rest
 3 period premiums as provided by law.

4 **FIFTH CLAIM FOR RELIEF**

5 **WAITING TIME PENALTIES**

6 **California Labor Code §§ 201-203**

7 (On Behalf of Plaintiffs and the California Class)

8 74. Plaintiffs allege and incorporate by reference the allegations in the
 9 preceding paragraphs.

10 75. California Labor Code sections 201 and 202 require an employer to pay
 11 its employees all wages due within the time specified by law. Labor Code section
 12 203 provides that if an employer willfully fails to pay such wages, the employer must
 13 continue to pay the subject employee's wages until the back wages are paid in full or
 14 an action is commenced, up to a maximum of thirty days of wages.

15 76. Plaintiffs and other Class Members who ceased employment with
 16 Defendants are entitled to unpaid compensation, but to date have not received such
 17 compensation, more than 72 hours after the cessation of their employment.

18 77. Defendants failed to pay the earned and unpaid wages of all Plaintiffs
 19 within 30 days from the time such wages should have been paid under Labor Code
 20 sections 201 and 202.

21 78. Defendants willfully failed to timely compensate Plaintiffs and other
 22 Class Members for all hours worked. As a result, Defendants are liable to Plaintiffs
 23 and other Class members whose employment ended within the year prior to the initial
 24 filing of this suit for waiting time penalties under California Labor Code section 203.

25 **SIXTH CLAIM FOR RELIEF**

26 **CALIFORNIA UNFAIR COMPETITION LAW**

27 **Cal. Bus. & Prof. Code §§ 17200 et seq.**

28 (On Behalf of Plaintiffs and the California Class)

1 79. Plaintiffs allege and incorporate by reference the allegations in the
2 preceding paragraphs.

3 80. The foregoing conduct, as alleged, violates the California Unfair
4 Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200 *et seq.* The UCL
5 prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair
6 business acts or practices.

7 81. Beginning at a date unknown to Plaintiffs, at least as long ago as the
8 year 2016, Defendants committed acts of unfair competition, as defined by the UCL,
9 by, among other things, engaging in the acts and practices described herein.
10 Defendants’ conduct as herein alleged has injured Plaintiffs and Class Members by
11 wrongfully denying them earned wages, and therefore was substantially injurious to
12 Plaintiffs and Class Members.

13 82. Defendants engaged in unfair competition in violation of the UCL by
14 violating, *inter alia*, each of the following laws. Each of these violations constitutes
15 an independent and separate violation of the UCL:

- 16 A. Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
- 17 B. California Labor Code §§ 510, 1194, & 1198
- 18 C. California Labor Code § 226.7 & 512
- 19 D. IWC Wage Order 4

20 83. Defendants’ course of conduct, acts, and practices in violation of the
21 California laws mentioned in the above paragraph constitute a separate and
22 independent violation of the UCL. Defendants’ conduct described herein violates the
23 policy or spirit of such laws or otherwise significantly threatens or harms
24 competition.

25 84. The harm to Plaintiffs and Class Members in being wrongfully denied
26 lawfully earned wages outweighed the utility, if any, of Defendants’ policies or
27 practices and therefore, Defendants’ actions described herein constitute an unfair
28 business practice or act within the meaning of the UCL.

85. Pursuant to Business and Professions Code § 17200 *et seq.*, Plaintiffs are entitled to restitution of the overtime earnings, meal and rest period premiums, and other unpaid wages alleged herein that were withheld and retained by Defendants during a period that commences four years prior to the filing of this action, a permanent injunction requiring Defendants to pay required wages, an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all members of the FLSA Collective, pray for relief as follows:

- A. Designation of this action as a collective action on behalf of Plaintiffs and those similarly situated and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all those similarly situated apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms pursuant to 29 U.S.C. § 216(b);
- B. Judgment that Plaintiffs and those similarly situated are non-exempt employees entitled to protection under the FLSA;
- C. Judgment against Defendants for violation of the overtime provisions of the FLSA;
- D. Judgment that Defendants' violations as described above were willful;
- E. An award in an amount equal to Plaintiffs' and the Collective's unpaid back wages at the applicable overtime rate;
- F. An award to Plaintiffs and those similarly situated for the amount of unpaid wages owed, liquidated damages and penalties where provided by law, and interest thereon, subject to proof at trial;

- 1 G. An award of reasonable attorneys' fees and costs pursuant
- 2 to 29 U.S.C. § 216 and/or other applicable laws;
- 3 H. An award of prejudgment interest to the extent liquidated
- 4 damages are not awarded;
- 5 I. Leave to add additional plaintiffs by motion, the filing of
- 6 written consent forms, or any other method approved by
- 7 the Court; and
- 8 J. For such other and further relief, in law or equity, as this
- 9 Court may deem appropriate and just.

10 WHEREFORE, Plaintiffs, on behalf of themselves and the California Class,
11 pray for additional relief as follows:

- 12 A. That the Court determine that this action may be maintained as a
- 13 class action under Rule 23(b)(1) and (3) of the Federal Rules of
- 14 Civil Procedure.
- 15 B. That Plaintiffs be designated as the representatives of the Rule
- 16 23 California Class, and Plaintiffs' Counsel be designated as
- 17 Class Counsel.
- 18 C. Unpaid overtime wages, meal and rest period premiums, and
- 19 other due wages, and injunctive relief, pursuant to California
- 20 law;
- 21 D. Appropriate equitable relief to remedy Defendants' violations of
- 22 state law;
- 23 E. Appropriate statutory penalties;
- 24 F. An award of damages and restitution to be paid by Defendants
- 25 according to proof;
- 26 G. Attorneys' fees and costs of suit, including expert fees pursuant
- 27 to Cal. Labor Code §§ 1194 and 226, and Cal. Code of Civil
- 28 Procedure § 1021.5;

- 1 H. That Defendants be further enjoined to cease and desist from the
2 unlawful activities in violation of the state laws cited above;
- 3 I. Pre-judgment and post-judgment interest, as provided by law; and
- 4 J. Such other equitable relief as the Court may deem just and proper.
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7 Dated: March 5, 2021

NICHOLS KASTER, LLP

8 By: s/ Daniel S. Brome
9 Daniel S. Brome

10 Attorney for Plaintiffs and Others Similarly
11 Situated

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