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14 **UNITED STATES DISTRICT COURT**  
15 **SOUTHERN DISTRICT OF CALIFORNIA**  
16 **SAN DIEGO, CALIFORNIA**

17 Abucar Nunow ABIKAR,  
18 Barkadle Sheikh Muhamed  
19 AWMAGAN, Arab Mursal DEH,  
20 Majuma MADENDE, Osman  
21 Musa MOHAMED, Osman Musa  
22 MUGANGA, Rukia MUSA, and  
23 Fatuma SOMOW, on behalf of  
24 themselves and all others  
25 similarly situated,

26 v.

27 Bristol Bay Native Corporation,  
28 Glacier Technical Solutions, LLC,  
Workforce Resources, LLC and  
DOES 1-50,  
Defendants.

) Case No: '18CV1700 DMS AGS

) **COMPLAINT FOR DAMAGES**

- ) 1. FAILURE TO PAY EARNED  
) WAGES [Labor Code §§ 204, 218,  
) 218.5, 218.6]  
) 2. FAILURE TO PAY EARNED  
) WAGES [FLSA]  
) 3. FAILURE TO PAY OVERTIME  
) WAGES [Labor Code § 515]  
) 4. CONVERSION  
) 5. FAILURE TO FURNISH  
) ACCURATE WAGE STATEMENTS  
) [Labor Code § 226];  
) 6. WAITING TIME PENALTIES [Labor  
) Code §§ 201, 202, 203, 218];  
) 7. UNFAIRBUSINESS PRACTICES  
) [Cal. Bus. & Prof. Code § 17200 et  
) seq.]

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**PRELIMINARY STATEMENT**

1  
2 1. Individual and Representative Plaintiffs Abucar Nunow ABIKAR  
3 (“Abikar”), Barkadle Sheikh Muhamed AWMAGAN (“Awmagan”), Arab Mursal  
4 DEH (“Deh”), Majuma MADENDE (“Madende”), Osman Musa MOHAMED  
5 (“Mohamed”), Osman Musa MUGANGA (“Muganga”), Rukia MUSA (“Musa”), and  
6 Fatuma SOMOW (“Somow”) (collectively “Plaintiffs” or Representative Plaintiffs”),  
7 on behalf of themselves and all others similarly situation, allege as follows.

8 2. This wage and hour class action is brought on behalf of East African,  
9 Iraqi, Afghani, Filipino, and Mexican former role-player employees of defendants  
10 Bristol Bay Native Corporation (“Bristol Bay”), Glacier Technical Solutions, LLC  
11 (“GTS”), and Workforce Resources, LLC (“Workforce”).

12 3. At all times relevant herein the Defendants contracted with the United  
13 States Department of Defense to help train United States Marines in East African,  
14 Iraqi, Afghani, Filipino and Mexican cultures of interest to the military. To this end,  
15 the Defendants employed East African, Iraqi, Afghani, Filipino and Mexican  
16 individuals as role-players to work in simulated villages as shopkeepers, village elders,  
17 insurgents, and other roles. The simulations teach Marines how to operate safely and  
18 effectively in counter-insurgency operations they may face in future combat or peace-  
19 keeping missions.

20 4. Role-players were required to report for work at Defendants' office in  
21 Oceanside, California where they were often assigned tasks such as cleaning  
22 Defendants' vans and loading equipment into Defendants vans for transport to Camp  
23 Pendleton Marine Corps base. The role-players were then transported from  
24 Defendants' office in Oceanside to Camp Pendleton Marine Corps Base. Once on  
25 base, the role-players were transported to the exercise areas where they participated in  
26 training exercises with the U.S. Marines. When the training exercises with the U.S.  
27 Marines were complete, role-players typically waited for Defendants' vans to arrive for  
28 transport from Camp Pendleton back to Defendants' office in Oceanside. Defendants

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1 required the role-players to ride in Defendants' vans for transport to and from  
2 Defendants' office and Camp Pendleton.

3 5. Upon return to Defendants' office, role-players were assigned various  
4 tasks, including unloading vans, cleaning vans, cleaning equipment and accounting for  
5 equipment.

6 6. Defendants paid each role-player from the time Defendants' vans entered  
7 the gate at Camp Pendleton until the training exercises with the military concluded.

8 7. Defendants failed to compensate the role-players for hours they spent  
9 cleaning and loading Defendants' vans prior to departing for Camp Pendleton; hours  
10 they were required to ride in Defendants' vans for transport to and from Camp  
11 Pendleton; for hours they were required to wait for Defendants' vans to pick them up  
12 after training exercises with the military concluded; or for hours they spent performing  
13 duties assigned after they returned to Defendants' Oceanside office. Role-players  
14 sometimes worked overtime hours for which Defendants failed to compensate them at  
15 their overtime rate. Defendants sometimes required role-players to travel to other more  
16 distant locations for which Defendants failed to pay role-players for the time they spent  
17 traveling.

18 8. Role-players were never provided accurate earnings statements which  
19 should have - but failed to - include hours they spent cleaning, loading, and unloading  
20 Defendants' vans; hours they were required to ride in Defendants' vans for transport to  
21 and from Camp Pendleton; hours they were required to wait for Defendants' vans to  
22 pick them up after training exercises with the military concluded; hours they spent  
23 performing duties assigned after they returned to Defendants' Oceanside office; all  
24 overtime hours; and travel time to other remote locations.

25 9. Representative Plaintiffs Abikar, Awmagan, Deh, Madende, Mohamed,  
26 Muganga, Musa, and Somow allege on behalf of themselves and other individuals  
27 employed by Defendants as role-players that Defendants engaged in employment  
28 practices that failed to compensate role-players for all hours worked, failed to

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1 compensate role-players for overtime hours worked, failed to provide accurate earnings  
2 statements, and failed to pay all wages due upon the termination of their employment.

3 10. The proposed class in this complaint consists of employees, all of whom  
4 worked as role-players for the Defendants at any time between July 2014 and the date  
5 of judgment in this action (referred to herein as "Role-player Class").

6 11. This action seeks compensation for all hours worked, overtime hours  
7 worked, liquidated damages, penalties for failure to provide accurate earnings  
8 statements, and waiting time penalties.

9 **JURISDICTION AND VENUE**

10 12. This Court has jurisdiction over this action under 28 U.S.C. §1331  
11 conferring original jurisdiction upon this Court for actions arising under the laws of the  
12 United States and under 28 U.S.C. §1332 conferring diversity jurisdiction upon this  
13 Court for actions arising between parties for whom there is complete diversity and  
14 damages exceed the statutory minimum.

15 13. Venue is proper in this district under 28 U.S.C. §1391 and 42 U.S.C.  
16 §2000e5(f) because the Defendants maintain offices, conduct business, and a  
17 substantial portion of the acts alleged in this complaint occurred in California and  
18 within this judicial district.

19 14. The Southern District, San Diego is proper venue because a substantial  
20 part of the events and omissions that gave rise to these claims occurred in San Diego  
21 County.

22 **PARTIES**

23 15. Plaintiff Abikar is a resident of the County San Diego, State of California.  
24 He worked for the Defendants as a Role-player during the time relevant in this  
25 Complaint.

26 16. Plaintiff Awmagan is a resident of the County San Diego, State of  
27 California. He worked for the Defendants as a role-player during the time relevant in  
28 this Complaint.

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1           17. Plaintiff Deh is a resident of the County San Diego, State of California.  
2 He worked for the Defendants as a role-player during the time relevant in this  
3 Complaint.

4           18. Plaintiff Madende is a resident of the County San Diego, State of  
5 California. She worked for the Defendants as a role-player during the time relevant in  
6 this Complaint.

7           19. Plaintiff Mohamed is a resident of the County San Diego, State of  
8 California. He worked for the Defendants as a role-player during the time relevant in  
9 this Complaint.

10          20. Plaintiff Muganga is a resident of the County San Diego, State of  
11 California. He worked for the Defendants as a role-player during the time relevant in  
12 this Complaint.

13          21. Plaintiff Musa is a resident of the County San Diego, State of California.  
14 She worked for the Defendants as a role-player during the time relevant in this  
15 Complaint.

16          22. Plaintiff Somow is a resident of the County San Diego, State of  
17 California. She worked for the Defendants as a role-player during the time relevant in  
18 this Complaint.

19          23. Plaintiffs are informed and believe that Defendant Bristol Bay is an  
20 Alaskan Native Corporation based in Anchorage, Alaska. It is the parent company of  
21 GTS and Workforce Resources. It operated as a joint employer with GTS and  
22 Workforce Resources with respect to the allegations in this complaint by sharing or  
23 codetermining policies, human resources functions, management functions, payroll  
24 functions, and more.

25          24. Plaintiffs are informed and believe that Defendant GTS, an Alaska LLC,  
26 is a wholly owned subsidiary of Bristol Bay and maintained an office in Oceanside,  
27 California. It operated as a joint employer with Bristol Bay and Workforce Resources  
28

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1 with respect to the allegations in this complaint by sharing or codetermining policies,  
2 human resources functions, management functions, payroll functions, and more.

3 25. Plaintiffs are informed and believe that Defendant Workforce Resources,  
4 an Alaska LLC, is a wholly owned subsidiary of Bristol Bay and maintained an office  
5 in Oceanside, California. It operated as a joint employer with Bristol Bay and GTS  
6 with respect to the allegations in this complaint by sharing or codetermining policies,  
7 human resources functions, management functions, payroll functions, and more.  
8 Plaintiffs are further informed and believe that Workforce Resources' registration to  
9 conduct business in California was cancelled on August 29, 2017.

10 26. The true names and capacities, whether individual, corporate, associate or  
11 otherwise of the Defendants named herein as DOES 1 through 50, are unknown to  
12 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious  
13 names. Plaintiffs will seek leave to amend this Complaint to allege the true names and  
14 capacities of DOES 1 through 50 when their names are ascertained.

15 27. Plaintiffs are informed and believe, and based thereon allege, that each of  
16 the DOE Defendants is in some manner liable to Plaintiffs for the events and actions  
17 alleged herein. Unless otherwise specified by name, Defendants Bristol Bay, GTS,  
18 Workforce Resources, and DOES 1 through 50, will be collectively referred to as  
19 "Defendants."

20 28. Plaintiffs are informed and believe, and based thereon allege, that at all  
21 times, each Defendant was acting as an agent, joint venturer, integrated enterprise  
22 and/or alter ego for each of the other Defendants and each were co-conspirators with  
23 respect to the acts and the wrongful conduct alleged herein so that each is responsible  
24 for the acts of the other in connection with such wrongful acts in connection with the  
25 other Defendants.

26 29. Plaintiffs are informed and believe, and based thereon allege, that each  
27 Defendant was acting within the scope and course of their employment, and was acting  
28 with the knowledge, permission, consent, and ratification of every other Defendant.

**ROLE-PLAYER CLASS**

30. The alleged events, omissions, denials, and violations of California Labor Code, Wage Orders, and the Fair Labor Standards Act suffered by the Representative Plaintiffs and similarly aggrieved employees were and are part of a general policy or practice of failing to pay wages for all hours worked and over-time hours worked, failing to provide accurate wage statements and failing to pay all wages due upon termination of role-players' employment throughout the relevant time.

31. These are not isolated instances of employment practices or individual decisions. Instead, these denials and violations are representative of the Defendants' systematic failure to pay wages for all hours worked and over-time hours worked, failure to provide accurate wage statements and failure to pay all wages due upon termination of role-players' employment throughout the relevant time.

32. These same events, omissions, denials, and violations resulted from an intentional policy and practice of failure to pay wages for all hours worked and over-time hours worked, failure to provide accurate wage statements and failure to pay all wages due upon termination of role-players' employment s throughout the relevant time.

33. The Defendants have pursued policies or practices on a continuing basis that have denied role-players payment of wages for all hours worked and over-time hours worked, accurate wage statements, and payment of all wages due upon termination of employment throughout the relevant time.

**CLASS ALLEGATIONS**

34. The Plaintiffs bring this class action pursuant to Federal Rules of Civil Procedure 23(a) on behalf of a Role-player Class of all employees who worked for the Defendants as role-players at any time since July 2014 through the date of judgment in this action.

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1 35. Plaintiffs seek to represent a class composed of and defined as follows:

2 All persons who are employed by or have been employed as  
3 a role-player on an hourly basis or who hold or held the  
4 position role-player (“role players”), by Defendants in the  
5 State of California from four years before the filing of this  
6 suit to the present.

7 36. Plaintiffs reserve the right to amend or modify the class description with  
8 greater specificity or further division into subclasses or limitation to particular issues.

9 37. This action has been brought and may properly be maintained as a Class  
10 Action because there is a well-defined community of interest in the litigation and the  
11 proposed Class is easily ascertainable.

12 38. The claims of these Plaintiffs are typical of the claims of the Role-player  
13 Class.

14 39. The Plaintiffs will fairly and adequately represent the Role-player Class.

15 40. The members of the Role-player Class are so numerous that joinder of all  
16 members is impracticable. Although the precise number of role-player employees  
17 affected by the Defendants’ unlawful practices or policies is currently unknown, it is  
18 far greater than can be feasibly addressed through joinder. The precise number of role-  
19 player employees affected by the Defendants’ unlawful practices or policies is  
20 ascertainable from the Defendants’ records.

21 41. Class certification is appropriate because common questions of fact and  
22 law predominate over any questions affecting only individual members of the Role-  
23 player Class. These common questions of law and fact include, without limitation and  
24 subject to further amendment:

- 25 a. Whether Defendants' policy or practice of not compensating role-  
26 player employees for all hours worked is illegal under California  
27 Labor Code §§1182.12, 1194, 1194.2, 1197 and Wage Order No.  
28 4-2001 §3(A);



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- b. Whether Defendants' policy or practice of not compensating role-player employees for all hours worked is illegal under the Fair Labor Standards Act;
- c. Whether Defendants' policy or practice of not compensating role-player employees overtime for the hours worked over 40 in a workweek or eight hours in a day is illegal under Labor Code §§510, 1194, and Wage Order No. 4-2001 §3(A);
- d. Whether role-player employees are entitled to liquidated damages under California law;
- e. Whether role-player employees are entitled to liquidated damages under the Federal Labor Standards Act;
- f. Whether Defendants' policy or practice of not paying role-player employees all of their wages due in their final paychecks immediately upon involuntary termination or when 72 hours notice was provided before voluntary resignation, is unlawful under California Labor Code §§201, 202 and/or 203;
- g. Whether role-player employees are entitled to relief pursuant to California Business & Professions Code §§17200, et seq;
- h. Whether Defendants violated Labor Code §§ 226 by not providing accurate pay stubs to role-player employees;
- i. Whether Defendants converted the property of role-player employees;
- j. The nature and extent of class-wide injury and the measure of damages, penalties, or other monetary relief;
- k. Whether Defendants violated the Unfair Business Practices Act by violating the laws as alleged herein; and

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1. Whether Defendants have been unjustly enriched.

42. Class certification is also appropriate pursuant to Federal Rule of Civil Procedure 23(b)(3) because there are many questions of law and fact common to the Role-player Class, and these questions predominate over any questions affecting only individual members. Common questions of law or fact include whether Defendants denied role-players payment of wages for all hours worked and compensation for over-time hours worked, accurate wage statements, and payment of all wages due upon termination of employment throughout the relevant time as described above.

43. Class Certification is appropriate because a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

44. Moreover, class certification under Federal Rule of Civil Procedure 23(b)(3) is appropriate because managing individual suits for each of the members of the Role-player Class would burden the Court.

45. The members of the Role-player Class have been damaged and are entitled to recovery as a result of the Defendants' common, uniform, and unlawful payroll policies and practices. The Defendants have computerized payroll and personnel data that will make calculation of damages for specific members of the Role-player Class relatively simple.

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**FIRST CAUSE OF ACTION**

**(Individual and Representative Claim for  
Failure to Pay Minimum Wages in Violation of  
California Labor Code §§ 1182.12, 1194,  
1194.2, 1197, and Wage Order No. 4-2001 § 3(A))**

(Against all Defendants)

46. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

47. Pursuant to California Labor Code §§1182.12, 1194, 1194.2, and 1197 it is unlawful for an employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (“IWC”) Wage Order.

48. During all times relevant, California IWC Wage Order No. 4-2001, governing the “Professional, Technical, Clerical, Mechanical and Similar Occupations” industry, applied to Plaintiffs and similarly aggrieved employees during their employment with Defendants.

49. Pursuant to Wage Order 4, section 2(K), "hours worked" means: ". . . the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

50. Defendants required Plaintiffs and similarly aggrieved employees to meet for work at Defendants' office in Oceanside, California and use Defendants' vans for transportation to and from Camp Pendleton.

51. Travel time is considered compensable work hours where the employer requires its employees to meet at a designated place, use the employer’s transportation to and from the work site and prohibits employees from using their own transportation.

Morillion v. Royal Packing Co. (2000) 22 Cal.4th 575.

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1 52. California IWC Wage Order No. 4-2001, § 4(A), requires every employer  
2 to pay each employee minimum wages not less than:

- 3 • \$8.00 per hour effective January 1, 2008 through June 30, 2014;
- 4 • \$9.00 per hour effective July 1, 2014;
- 5 • \$10.00 per hour effective January 1, 2016; and
- 6 • \$10.50 per hour effective January 1, 2017

7 53. During all times relevant herein, Plaintiffs and similarly aggrieved  
8 employees were not been paid minimum wages for all hours for which they were  
9 subject to the control of Defendants or suffered or permitted to work in violation of the  
10 minimum wage provisions of California Labor Code §§1182.12, 1194, 1194.2, and  
11 1197, and IWC Wage Order No. 4-2001, §4(A).

12 54. California Labor Code §1194.2, subdivision (a) provides:

13 In an action . . . to recover wages because of the payment of  
14 a wage less than the minimum wage fixed by an order of the  
15 Commission or by statute, an employee shall be entitled to  
16 recover liquidated damages in an amount equal to the wages  
17 unlawfully unpaid and interest thereon.

18 55. Plaintiffs and similarly aggrieved employees should have received  
19 minimum wages in a sum according to proof during all times relevant to this action.

20 56. Defendants have intentionally failed and refused, and continue to fail and  
21 refuse, to pay Plaintiffs and similarly aggrieved employees minimum wages for all  
22 time suffered or permitted to work.

23 57. Plaintiffs on behalf of themselves and similarly aggrieved employees  
24 request the recovery of the unpaid minimum wages, waiting time penalties, liquidated  
25 damages, interest, attorneys’ fees, and costs in an amount to be determined at trial.

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**SECOND CAUSE OF ACTION**

**(Individual and Representative Claim**

**Failure to Pay Required Minimum Wages in Violation of  
Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 206)**

(Against all Defendants)

58. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

59. At all times relevant, Defendants have willfully and intentionally failed to pay Plaintiffs and similarly aggrieved employees minimum wage as required by 29 U.S.C. §206.

60. Defendants engaged in this practice all times relevant in this action and throughout the three year limitations period that applies pursuant to 29 U.S.C. §255.

61. At all times relevant herein, Defendants operated under and continue to operate under a common policy and plan of willfully, regularly, and repeatedly failing and refusing to pay role-players minimum compensation at the rates required by the FLSA, 29 U.S.C. §206. Through this unlawful course of conduct, Defendants have deprived Plaintiffs and similarly aggrieved employees of hourly minimum wages provided by the FLSA, 29 U.S.C. §206(a)(1) - \$7.25 per hour.

62. As a result, Defendants have failed to comply with 29 U.S.C. §206 in that it failed to timely pay at least minimum wages to the Plaintiffs and similarly aggrieved employees for all hours worked.

63. As a result of the unlawful acts of Defendants, Plaintiffs and similarly aggrieved employees are entitled to recover the amounts of their respective unpaid minimum wages, liquidated damages, prejudgment interest, attorneys’ fees and costs in an amount to be determined at trial.

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**THIRD CAUSE OF ACTION**

**(Individual and Representative Claim for  
Failure to Pay Overtime & Double-time Compensation in  
Violation of California Labor Code §§ 510, 1194,  
and Wage Order No. 4-2001 § 3(A))**

(Against all Defendants)

64. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

65. Eight hours of labor constitutes a day’s work, and any work in excess of 8 hours in 1 workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. (California Labor Code §510 and California IWC Wage Order No. 4-2001 §3(A).)

66. Plaintiffs are informed and believe and based thereon allege that during all times relevant to this action, Defendants' employees working as role-players, including Plaintiffs, worked more than 8 hours per workday, and/or more than 40 hours per workweek, but did not receive appropriate compensation for overtime hours suffered or permitted to work.

67. Based on the misconduct alleged in this Complaint, Plaintiffs and similarly aggrieved employees seek to recover unpaid overtime compensation, penalties, interest, reasonable attorneys’ fees, and costs in an amount to be determined at trial.

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**FOURTH CAUSE OF ACTION**  
**(Individual and Representative Claim for Conversion)**  
(Against all Defendants)

68. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

69. At all times relevant herein, Defendants wrongfully withheld and failed to pay to Plaintiffs and similarly aggrieved employees, wages and other compensation that was due to them as required by California and Federal laws and regulations.

70. At all times relevant herein, Defendants had and continued to have a legal obligation to pay to Plaintiffs and similarly aggrieved employees, all of their wages. Such wages and compensation belonged to Plaintiffs and similarly aggrieved employees at the time the labor and services were provided to Defendants, and accordingly such wages and compensation are the property of Plaintiffs and similarly aggrieved employees.

71. Defendants knowingly and intentionally required Plaintiffs and similarly aggrieved employees to forfeit their wages, or portions thereof.

72. Defendants intentionally converted the wages and compensation of Plaintiffs and similarly aggrieved employees by failing to pay all hours worked and failing to provide time and a half compensation for each and every hour they worked over 40 in a workweek and/or eight in a day, and where applicable, double-time compensation.

73. Defendants converted such wages and compensation as part of an intentional and deliberate scheme to maximize profits at the expense of Plaintiffs and similarly aggrieved employees.

74. As a proximate result of the conversion by Defendants, Plaintiffs and similarly aggrieved employees are entitled to the return of the wages converted by Defendants in an amount according to proof at the time of trial.

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1 75. Plaintiffs and the similarly aggrieved employees have been injured by  
2 Defendants' intentional conversion of such wages and compensation.

3 76. Plaintiffs and similarly aggrieved employees are entitled to all monies  
4 converted by Defendants, with interest thereon as well as any and all profits, whether  
5 direct or indirect, which Defendants acquired by their unlawful conversion.

6 77. In doing the things herein alleged, Defendants are guilty of oppression,  
7 fraud and malice, and, insofar as the things alleged were attributable to employees of  
8 Defendants, said employees were employed by Defendants with advance knowledge of  
9 the unfitness of the employees and they were employed with a conscious disregard for  
10 the rights of others; or Defendants authorized or ratified the wrongful conduct; or there  
11 was advance knowledge, conscious disregard, authorization, ratification or act of  
12 oppression, fraud or malice on the part of an officer, director or managing agent of  
13 Defendants all entitling Plaintiffs to the recovery of exemplary and punitive damages.  
14 Plaintiffs are further entitled to compensation for the time and money expended in  
15 pursuit of the converted property.

16 **FIFTH CAUSE OF ACTION**

17 **(Individual and Representative Claim for**  
18 **Penalties for Violations of California Labor Code § 226 for**  
19 **Failure to Provide Accurate Wage Statements)**

20 **(Against all Defendants)**

21 78. Plaintiffs re-allege and incorporate by reference the foregoing allegations  
22 as though set forth herein.

23 79. Plaintiffs allege that Labor Code §226 subdivision (a) requires, in  
24 pertinent part:

25 An employer, semimonthly or at the time of each payment  
26 of wages, shall furnish to his or her employee, either as a  
27 detachable part of the check, draft, or voucher paying the  
28 employee's wages, ... an accurate itemized statement in  
writing showing (1) gross wages earned, (2) total hours



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worked by the employee, ... (5) net wages earned, ... 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 (California Labor Code §226 subdivision (a).)

80. Plaintiffs allege that during all times relevant herein, Plaintiffs and similarly aggrieved employees, never received any wage statement with all of the required information set forth under California Labor Code §226 from Defendants and Plaintiffs and similarly aggrieved employees suffered damages from not receiving accurate wage statements.

81. Plaintiffs allege that on numerous occasions, the extent which will be proven at trial, Defendants violated various provisions of §226, including but not limited to subdivisions (a)(1), (2), (5), and (9) by failing to provide Plaintiffs and similarly aggrieved employees accurate itemized statement in writing showing (1) gross wages earned; (2) total hours worked; (5) net wages earned; 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.

82. California Labor Code §226 states:

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. (*Id.* §226, subd. (e)(1).)

83. As a direct and proximate result of Defendants' knowing and intentional failure and refusal to provide accurate itemized wage statements to Plaintiffs and similarly aggrieved employees, have suffered injury. Plaintiffs and similarly aggrieved

1 employees are entitled to recover fifty dollars (\$50) for the initial pay period in which a  
2 violation occurred and one hundred dollars (\$100) for each subsequent violation  
3 (\$4,000.00, in this matter), plus interest thereon, attorney’s fees and costs in an amount  
4 to be determined at trial.

5 **SIXTH CAUSE OF ACTION**

6 **(Individual and Representative Claim for Failure to Pay**  
7 **Timely Earned Wages During Employment and**  
8 **Upon Separation of Employment in Violation of**  
9 **California Labor Code §§ 201, 202, 203, 204, 218.5, and 218.6)**

10 (Against all Defendants)

11 84. Plaintiffs re-allege and incorporate by reference the foregoing allegations  
12 as though set forth herein.

13 85. Pursuant to California Labor Code §201, “If an employer discharges an  
14 employee, the wages earned and unpaid at the time of discharge are due and payable  
15 immediately.”

16 86. Pursuant to California Labor Code §202:

17 If an employee not having a written contract for a definite  
18 period quits his or her employment, his or her wages shall  
19 become due and payable not later than 72 hours thereafter,  
20 unless the employee has given 72 hours previous notice of  
21 his or her intention to quit, in which case the employee is  
22 entitled to his or her wages at the time of quitting.

23 87. California Labor Code §203 provides, in pertinent part:

24 If an employer willfully fails to pay, without abatement or  
25 reduction, ... any wages of an employee who is discharged  
26 or who quits, the wages of the employee shall continue as a  
27 penalty from the due date thereof at the same rate until paid  
28 or until an action therefore is commenced; but the wages  
shall not continue for more than 30 days. ...

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1 88. Pursuant to California Labor Code §204, “all wages ... earned by any  
2 person in any employment are due and payable twice during each calendar month, on  
3 days designated in advance by the employer as the regular paydays.”

4 89. Pursuant to California Labor Code § 218.5 and 218.6, an action may be  
5 brought for the nonpayment of wages and fringe benefits.

6 90. Pursuant to California Labor Code §218.6:  
7  
8 In any action brought for the nonpayment of wages, the  
9 court shall award interest on all due and unpaid wages at the  
10 rate of interest specified in subdivision (b) of Section 3289  
11 of the Civil Code, which shall accrue from the date that the  
12 wages were due and payable ..."

13 91. Plaintiffs and similarly aggrieved employees were not properly paid  
14 pursuant to the requirements of California Labor Code §§201, 202, and 204. To date,  
15 Defendants have not paid Plaintiffs and similarly aggrieved employees all earned  
16 wages.

17 92. Plaintiffs are informed and believe and based thereon allege that  
18 Defendants willfully failed to pay Plaintiffs' and similarly aggrieved employees wages  
19 pursuant to the requirements of California Labor Code §§201, 202, and 204, and  
20 therefore Plaintiffs and similarly aggrieved employees are entitled the associated  
21 unpaid wages and waiting time penalties. Plaintiffs are informed and believe and  
22 based thereon allege that Defendants did this with the intent to secure for themselves a  
23 discount on its indebtedness and/or with intent to annoy harass, oppress, hinder, delay  
24 and/or defraud Plaintiffs and similarly aggrieved employees.

25 93. Plaintiffs and similarly aggrieved employees have been deprived of their  
26 rightfully earned wages as a direct and proximate result of Defendants’ failure and  
27 refusal to pay said compensation.

28 / / /  
/ / /

1 94. Plaintiffs and similarly aggrieved employees seek to recover unpaid  
2 wages, waiting time penalties, interest, attorneys’ fees and costs in an amount to be  
3 determined at trial.

4 **SEVENTH CAUSE OF ACTION**

5 **(Individual and Representative Claim Under the California**

6 **Unfair Business Practices Act, California**

7 **Business and Professions Code §§ 17200, *et seq.*)**

8 (Against all Defendants)

9 95. Plaintiffs re-allege and incorporate by reference the foregoing allegations  
10 as though set forth herein.

11 96. Defendants, and each of them, are “persons” as defined under California  
12 Business and Professions Code §17021.

13 97. Plaintiffs are informed and believe and based thereon allege that  
14 Defendants committed the unfair business practices, as defined by Cal. Bus. & Prof.  
15 Code §17200, *et seq.*, by misconduct and violating laws as alleged in this Complaint  
16 and which are incorporated herein by reference and include, but are not limited to:

- 17 • Defendants' policy or practice of not paying role-player  
18 employees minimum wages and overtime  
19 compensation for all hours worked in violation of  
20 California law and FLSA;
- 21 • Defendants' policy or practice of not paying role-player  
22 employees all of their wages due in their final  
23 paychecks immediately upon involuntary termination  
24 or when 72 hours notice was provided before voluntary  
25 resignation, in violation of California Labor Code  
26 §§201, 202 and/or 203;
- 27 • Defendants' policy or practice of not providing role-  
28 player employees accurate pay stubs violated

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California Labor Code §226; and

- Defendants' intentional policy or practice constituted conversion of the property of role-player employees.

98. The practices described above were unfair within the meaning of Cal. Bus. & Prof. Code §17200, *et seq.*, because the acts were intentionally performed to harm Plaintiffs and similarly aggrieved employees.

99. Plaintiffs are informed and believe, and based thereon allege, that the unlawful, unfair and fraudulent business practices described above present a continuing threat to members of the public because it is believed that Defendants continue to operate in the illegal manner as alleged herein.

100. Defendants have gained an unfair advantage over their competition by taking advantage of labor provided by Plaintiffs and similarly aggrieved employees without paying proper compensation. Accordingly, “[t]he [Defendant has] acquired the money to be paid by means of an unlawful practice that constitutes unfair competition as defined by section 17200.” (*Cortez v. Purolator Air Filtration Products Co.* (2000) 23 Cal.4th 163, 177.)

101. As a result of the above-alleged misconduct, Plaintiffs, on behalf of themselves and similarly aggrieved employees, have been deprived of lawful wages to which they were entitled and Plaintiffs and similarly aggrieved employees have suffered damages, in an amount to be determined according to proof at trial.

102. As a direct and proximate result of the above-alleged misconduct, Plaintiffs are entitled to and hereby seek restitution for, among other things, back pay in an amount to be proven at trial for the last four years from the date this Complaint was filed.

103. As a direct and proximate result of the aforesaid acts and conduct of Defendants, Plaintiffs and similarly aggrieved employees are entitled to and hereby seek attorneys’ fees as permitted by law and as provided for by §1021.5 of the California Code of Civil Procedure.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs hereby pray that the Court enter judgment in favor of Plaintiffs and the Role-player Class against Defendants and Does 1 through 50, as follows:

1. Certification of the case as a class action on behalf of the proposed Role-player Class;
2. Designation of Plaintiffs Abikar, Awmagan, Deh, Madende, Mohamed, Muganga, Musa, and Somow as representatives of the Role-player Class;
3. Designation of counsel of record as class counsel for the Role-player Class;
4. For unpaid minimum wages and regular wages for all work performed off-the-clock in an amount according to proof;
5. For liquidated damages in an amount according to proof;
6. For unpaid and overtime wages in an amount according to proof;
7. For waiting time penalties as provided in California Labor Code §203 for all Role-player Class members who are no longer employed by Defendants in an amount according to proof;
8. For the amounts provided for in California Labor Code §226(e) in an amount according to proof;
9. For an accounting, under administration of Plaintiffs and subject to Court review;
10. For punitive damages as allowed by law and in an amount according to proof;
11. For interest pursuant to all applicable provisions of law;
12. For attorney’s fees and costs pursuant to all applicable provisions of law; and
13. For such other and further relief as the Court deems just and proper.

SPENCER JOHNSON MCCAMMON LLP

1 Dated: July 25, 2018

Respectfully submitted,

2 SPENCER JOHNSON MCCAMMON LLP

3  
4 By: 

5 A. Melissa Johnson

6 Attorneys for Plaintiffs and proposed  
7 Class

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11 SPENCER JOHNSON MCCAMMON LLP  
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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury as to all issues so triable.

Dated: July 25, 2018

SPENCER JOHNSON MCCAMMON LLP



A. Melissa Johnson  
Attorneys for Plaintiffs and Proposed Class

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JS 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
 ABIKAR; AWMAGAN; DEH; MADENDE; MOHAMED; MUGANGA; MUSA; and SOMOW

**(b)** County of Residence of First Listed Plaintiff San Diego  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (Firm Name, Address, and Telephone Number)  
 Spencer Johnson McCammon LLP  
 2727 Camino Del Rio South, Suite 140, San Diego, CA 92108

**DEFENDANTS**  
 Bristol Bay Native Corporation; Glacier Technical Solutions LLC; and Workforce Resources

County of Residence of First Listed Defendant Alaska  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**'18CV1700 DMS AGS**

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input checked="" type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only) Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
		<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation - Transfer     8 Multidistrict Litigation - Direct File

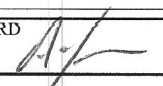
**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
29 U.S.C. 206 et seq.

Brief description of cause:  
State and federal claims for unpaid wages and liquidated damages; conversion; B&P Code 17200 et seq.

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: July 25, 2018    SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY: RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Military Training Simulation 'Role-Players' Sue Ex-Employers for Allegedly Unpaid Wages](#)

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