

Carolyn H. Cottrell (SBN 166977)
 Samantha A. Smith (SBN 233331)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
 2000 Powell Street, Suite 1400
 Emeryville, California 94608
 Telephone: (415) 421-7100
 Facsimile: (415) 421-7105
 ccottrell@schneiderwallace.com
 ssmith@schneiderwallace.com

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Telephone: (818) 265-1020
 Facsimile: (818) 265-1021

Attorneys for Plaintiffs and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SAMEHESHA WILLIAMS, CLAUDE MORIN,
 PHYLLIS STEPHENSON, individually, and on
 behalf of other members of the general public
 similarly situated;

Plaintiffs,

v.

KARL STORZ ENDOSCOPY-AMERICA, INC., a
 California corporation, and
 DOES 1 through 100, inclusive,
 Defendants.

Case No.: 21STCV43018

CLASS ACTION

Honorable Carolyn B. Kuhl
 Department 12

**FIRST AMENDED CLASS AND PAGA
 COMPLAINT FOR DAMAGES FOR:**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);

- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq; and
- (11) Penalties Pursuant To The Private Attorneys General Act (Labor Code §§ 2698 et seq.)

JURY TRIAL DEMANDED

COME NOW, Plaintiffs SAMEHESHA WILLIAMS (“Plaintiff WILLIAMS”), CLAUDE MORIN (“Plaintiff MORIN”), and PHYLLIS STEPHENSON (“Plaintiff STEPHENSON” and collectively with Plaintiffs WILLIAMS and MORIN as “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and complain and allege as follows:

JURISDICTION AND VENUE

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

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

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

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff SAMEHESHA WILLIAMS is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff CLAUDE MORIN is an individual residing in the State of California, County of Los Angeles.

7. Defendant KARL STORZ ENDOSCOPY-AMERICA, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendant KARL STORZ ENDOSCOPY-AMERICA, INC. was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief

1 allege, that each of the defendants designated as a DOE is legally responsible for the events and
2 happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs
3 and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend
4 this Complaint to show the true names and capacities when the same have been ascertained.

5 11. Defendant KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100
6 will hereinafter collectively be referred to as “Defendants.”

7 12. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the
8 working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other
9 class members so as to make each of said Defendants employers liable under the statutory provisions
10 set forth herein.

11 **CLASS ACTION ALLEGATIONS**

12 13. Plaintiffs bring this action on their own behalf and on behalf of all other members of
13 the general public similarly situated, and, thus, seeks class certification under California Code of
14 Civil Procedure section 382.

15 14. The proposed class is defined as follows: All current and former hourly-paid or non-
16 exempt employees who worked for any of the Defendants within the State of California at any time
17 during the period from four years preceding the filing of this Complaint to final judgment and who
18 reside in California.

19 15. Plaintiffs reserve the right to establish subclasses as appropriate.

20 16. The class is ascertainable and there is a well-defined community of interest in the
21 litigation:

22 a. Numerosity: The class members are so numerous that joinder of all class members
23 is impracticable. The membership of the entire class is unknown to Plaintiffs at this
24 time; however, the class is estimated to be greater than fifty (50) individuals and the
25 identity of such membership is readily ascertainable by inspection of Defendants’
26 employment records.

27 b. Typicality: Plaintiffs’ claims are typical of all other class members’ as demonstrated
28 herein. Plaintiffs will fairly and adequately protect the interests of the other class

members with whom they have a well-defined community of interest.

- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over

- eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, inter alia, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, inter alia, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. Plaintiffs also bring this action against Defendants as a proposed representative action on behalf of a proposed group of Aggrieved Employees, pursuant to California Labor Code §§ 2698, 2699, *et seq* (the Private Attorneys General Act or “PAGA”) for recovery of civil penalties against

Defendant, for violations of California wage and hour laws stemming from Defendants' unlawful policies and practices, including all Labor Code violations alleged herein, including: (1) failing to pay all wages owed, including minimum and overtime wages; (2) failing to provide or make available meal periods and rest breaks entitled by law, and failing to pay premium payments for non-compliant meal periods and/or rest breaks; (3) failing to reimburse work-related expenses incurred in the discharge of job duties; (4) failing to provide accurate wage statements; (5) failing to pay all wages due upon termination; and (6) failing to maintain accurate records of hours worked and wages earned. Plaintiffs bring this lawsuit on behalf of themselves and other individuals similar situated, seeking monetary relief against Defendants to recover, among other things, unpaid wages, meal period and rest break compensation, interest, attorney's fees, costs and expenses, and penalties, as well as other relief requested herein, pursuant to Labor Code §§ 200-204, 226, 226.3, 226.6, 226.7, 256, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq*, and the applicable Industrial Welfare Commission ("IWC") Wage Orders, and Business & Professions Code §§ 17200 *et seq*. Aggrieved Employees is defined as non-exempt California employees of Defendant from December 6, 2021 to the commencement of trial.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

20. Defendants, jointly and severally, employed Plaintiff WILLIAMS as an hourly-paid, non-exempt employee, from approximately July 2005 to approximately March 2019, in the State of California, County of Los Angeles.

21. Defendants, jointly and severally, employed Plaintiff MORIN as an hourly-paid, non-exempt employee, from approximately May 2016 to approximately January 2018, in the State of California, County of Los Angeles.

22. Defendants, jointly and severally, employed Plaintiff STEPHENSON as an hourly-paid, non-exempt employee, from approximately February 2003 to approximately March 2019, in the State of California, County of Los Angeles.

1 23. Defendants hired Plaintiffs and the other class members, classified them as hourly-
2 paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal
3 periods and/or rest breaks.

4 24. Defendants had the authority to hire and terminate Plaintiffs and the other class
5 members, to set work rules and conditions governing Plaintiffs' and the other class members'
6 employment, and to supervise their daily employment activities.

7 25. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs'
8 and the other class members' employment for them to be joint employers of Plaintiffs and the other
9 class members.

10 26. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class
11 members.

12 27. Defendants continue to employ hourly-paid or non-exempt employees within the State
13 of California.

14 28. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or
15 forty (40) hours in a week during their employment with Defendants.

16 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged
17 in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within
18 the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all
19 regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of
20 California law.

21 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
22 or should have known that Plaintiffs and the other class members were entitled to receive certain
23 wages for overtime compensation and that they were not receiving accurate overtime compensation
24 for all overtime hours worked.

25 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
26 to provide Plaintiffs and the other class members all required rest and meal periods during the relevant
27 time period as required under the Industrial Welfare Commission Wage Orders and thus they are
28 entitled to any and all applicable penalties.

1 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
2 or should have known that Plaintiffs and the other class members were entitled to receive all meal
3 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular
4 rate of pay when a meal period was missed, and they did not receive all meal periods or payment of
5 one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a meal
6 period was missed.

7 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
8 or should have known that Plaintiffs and the other class members were entitled to receive all rest
9 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular
10 rate of pay when a rest period was missed, and they did not receive all rest periods or payment of
11 one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a rest
12 period was missed.

13 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
14 should have known that Plaintiffs and the other class members were entitled to receive at least
15 minimum wages for compensation and that they were not receiving at least minimum wages for all
16 hours worked.

17 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
18 should have known that Plaintiffs and the other class members were entitled to receive all wages owed
19 to them upon discharge or resignation, including overtime and minimum wages and meal and rest
20 period premiums, and they did not, in fact, receive all such wages owed to them at the time of their
21 discharge or resignation.

22 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
23 should have known that Plaintiffs and the other class members were entitled to receive all wages owed
24 to them during their employment. Plaintiffs and the other class members did not receive payment of
25 all wages, including overtime and minimum wages and meal and rest period premiums, within any
26 time permissible under California Labor Code section 204.

27 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
28 should have known that Plaintiffs and the other class members were entitled to receive complete and

1 accurate wage statements in accordance with California law, but, in fact, they did not receive complete
2 and accurate wage statements from Defendants. The deficiencies included, inter alia, the failure to
3 include the total number of hours worked by Plaintiffs and the other class members.

4 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
5 should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs
6 and the other class members in accordance with California law, but, in fact, did not keep complete and
7 accurate payroll records.

8 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
9 should have known that Plaintiffs and the other class members were entitled to reimbursement for
10 necessary business-related expenses.

11 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
12 or should have known that they had a duty to compensate Plaintiffs and the other class members
13 pursuant to California law, and that Defendants had the financial ability to pay such compensation,
14 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and
15 the other class members that they were properly denied wages, all in order to increase Defendants'
16 profits.

17 41. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs
18 and the other class members for all overtime hours worked. Plaintiffs and the other class members
19 were required to work more than eight (8) hours per day and/or forty (40) hours per week without
20 overtime compensation for all overtime hours worked.

21 42. During the relevant time period, Defendants failed to provide all requisite
22 uninterrupted meal and rest periods to Plaintiffs and the other class members.

23 43. During the relevant time period, Defendants failed to pay Plaintiffs and the other class
24 members at least minimum wages for all hours worked.

25 44. During the relevant time period, Defendants failed to pay Plaintiffs and the other class
26 members all wages owed to them upon discharge or resignation.

27 45. During the relevant time period, Defendants failed to pay Plaintiffs and the other class
28 members all wages within any time permissible under California law, including, *inter alia*, California

1 Labor Code section 204.

2 46. During the relevant time period, Defendants failed to provide complete or accurate
3 wage statements to Plaintiffs and the other class members.

4 47. During the relevant time period, Defendants failed to keep complete or accurate
5 payroll records for Plaintiffs and the other class members.

6 48. During the relevant time period, Defendants failed to reimburse Plaintiffs and the
7 other class members for all necessary business-related expenses and costs.

8 49. During the relevant time period, Defendants failed to properly compensate Plaintiffs
9 and the other class members pursuant to California law in order to increase Defendants' profits.

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

13 **FIRST CAUSE OF ACTION**
14 **(Violation of California Labor Code §§ 510 and 1198)**
15 **(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)**

16 51. Plaintiffs WILLIAMS and STEPHENSON incorporate by reference the allegations
17 contained in Paragraphs 1 through 50, and each and every part thereof with the same force and effect
18 as though fully set forth herein.

19 52. California Labor Code section 1198 and the applicable Industrial Welfare Commission
20 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a
21 rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the
22 number of hours worked by the person on a daily or weekly basis.

23 53. Specifically, the applicable IWC Wage Order provides that Defendants are and were
24 required to pay Plaintiffs WILLIAMS and STEPHENSON and the other class members employed by
25 Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a
26 workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day
27 or more than forty (40) hours in a workweek.

28 54. The applicable IWC Wage Order further provides that Defendants are and were
required to pay Plaintiffs WILLIAMS and STEPHENSON and the other class members overtime

1 compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve
2 (12) hours in a day.

3 55. California Labor Code section 510 codifies the right to overtime compensation at one-
4 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
5 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
6 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
7 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

8 56. During the relevant time period, Plaintiffs WILLIAMS and STEPHENSON and the
9 other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours
10 in a week.

11 57. During the relevant time period, Defendants intentionally and willfully failed to pay
12 overtime wages owed to Plaintiffs WILLIAMS and STEPHENSON and the other class members.

13 58. Defendants' failure to pay Plaintiffs WILLIAMS and STEPHENSON and the other
14 class members the unpaid balance of overtime compensation, as required by California laws, violates
15 the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

16 59. Pursuant to California Labor Code section 1194, Plaintiffs WILLIAMS and
17 STEPHENSON and the other class members are entitled to recover unpaid overtime compensation,
18 as well as interest, costs, and attorneys' fees.

19 **SECOND CAUSE OF ACTION**
20 **(Violation of California Labor Code §§ 226.7 and 512(a))**
21 **(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)**

22 60. Plaintiffs WILLIAMS and STEPHENSON incorporate by reference the allegations
23 contained in paragraphs 1 through 59, and each and every part thereof with the same force and effect
24 as though fully set forth herein.

25 61. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
26 512(a) were applicable to Plaintiffs WILLIAMS' and STEPHENSON'S and the other class members'
27 employment by Defendants.

28 62. At all relevant times, California Labor Code section 226.7 provides that no employer
shall require an employee to work during any meal or rest period mandated by an applicable order of

1 the California IWC. At all relevant times, the applicable IWC Wage Order and California Labor Code
2 section 512(a) provide that an employer may not require, cause or permit an employee to work for a
3 work period of more than five (5) hours per day without providing the employee with a meal period
4 of not less than thirty (30) minutes, except that if the total work period per day of the employee is no
5 more than six (6) hours, the meal period may be waived by mutual consent of both the employer and
6 employee.

7 63. At all relevant times, the applicable IWC Wage Order and California Labor Code
8 section 512(a) provide that an employer may not require, cause or permit an employee to work for a
9 work period of more than five (5) hours per day without providing the employee with a meal period
10 of not less than thirty (30) minutes, except that if the total work period per day of the employee is no
11 more than six (6) hours, the meal period may be waived by mutual consent of both the employer and
12 employee.

13 64. At all relevant times, the applicable IWC Wage Order and California Labor Code
14 section 512(a) further provide that an employer may not require, cause or permit an employee to work
15 for a work period of more than ten (10) hours per day without providing the employee with a second
16 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is
17 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
18 employer and the employee only if the first meal period was not waived.

19 65. During the relevant time period, Plaintiffs WILLIAMS and STEPHENSON and the
20 other class members who were scheduled to work for a period of time no longer than six (6) hours,
21 and who did not waive their legally-mandated meal periods by mutual consent, were required to work
22 for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
23 minutes and/or rest period.

24 66. During the relevant time period, Plaintiffs WILLIAMS and STEPHENSON and the
25 other class members who were scheduled to work for a period of time in excess of six (6) hours were
26 required to work for periods longer than five (5) hours without an uninterrupted meal period of not
27 less than thirty (30) minutes and/or rest period.

28 67. During the relevant time period, Defendants intentionally and willfully required

1 Plaintiffs WILLIAMS and STEPHENSON and the other class members to work during meal periods
2 and failed to compensate Plaintiffs WILLIAMS and STEPHENSON and the other class members the
3 full meal period premium for work performed during meal periods.

4 68. During the relevant time period, Defendants failed to pay Plaintiffs WILLIAMS and
5 STEPHENSON and the other class members the full meal period premium due pursuant to California
6 Labor Code section 226.7.

7 69. Defendants' conduct violates the applicable IWC Wage Order and California Labor
8 Code sections 226.7 and 512(a).

9 70. Pursuant to the applicable IWC Wage Order and California Labor Code section
10 226.7(c), Plaintiffs WILLIAMS and STEPHENSON and the other class members are entitled to
11 recover from Defendants one additional hour of pay at the employee's regular rate of compensation
12 for each work day that the meal or rest period is not provided.

13 **THIRD CAUSE OF ACTION**
14 **(Violation of California Labor Code § 226.7)**
(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)

15 71. Plaintiffs WILLIAMS and STEPHENSON incorporate by reference the allegations
16 contained in paragraphs 1 through 70, and each and every part thereof with the same force and effect
17 as though fully set forth herein.

18 72. At all times herein set forth, the applicable IWC Wage Order and California Labor
19 Code section 226.7 were applicable to Plaintiffs WILLIAMS' and STEPHENSON'S and the other
20 class members' employment by Defendants.

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

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

75. During the relevant time period, Defendants required Plaintiffs WILLIAMS and STEPHENSON and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

76. During the relevant time period, Defendants willfully required Plaintiffs WILLIAMS and STEPHENSON and the other class members to work during rest periods and failed to pay Plaintiffs WILLIAMS and STEPHENSON and the other class members the full rest period premium for work performed during rest periods.

77. During the relevant time period, Defendants failed to pay Plaintiffs WILLIAMS and STEPHENSON and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

78. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

79. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs WILLIAMS and STEPHENSON and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION
(Violation of California Labor Code §§ 1194, 1197, and 1197.1)
(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)

80. Plaintiffs WILLIAMS and STEPHENSON incorporate by reference the allegations contained in paragraphs 1 through 79, and each and every part thereof with the same force and effect as though fully set forth herein.

81. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

82. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs WILLIAMS and STEPHENSON and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

83. Defendants' failure to pay Plaintiffs WILLIAMS and STEPHENSON and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiffs WILLIAMS and STEPHENSON and the other class members are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, and attorney's fees, and liquidated damages, in an amount equal to the wages unlawfully unpaid and interest thereon.

84. Pursuant to California Labor Code section 1197.1, Plaintiffs WILLIAMS and STEPHENSON and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

85. Pursuant to California Labor Code section 1194.2, Plaintiffs WILLIAMS and STEPHENSON and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION
(Violation of California Labor Code §§ 201 and 202)
(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)

87. Plaintiffs WILLIAMS and STEPHENSON incorporate by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

91. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

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

SIXTH CAUSE OF ACTION
(Violation of California Labor Code § 204)
(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)

93. Plaintiffs WILLIAMS and STEPHENSON incorporate by reference the allegations contained in paragraphs 1 through 92, and each and every part thereof with the same force and effect as though fully set forth herein.

94. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

95. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

96. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

1 97. During the relevant time period, Defendants intentionally and willfully failed to pay
2 Plaintiffs WILLIAMS and STEPHENSON and the other class members all wages due to them, within
3 any time period permissible under California Labor Code section 204.

4 98. Plaintiffs WILLIAMS and STEPHENSON and the other class members are entitled to
5 recover all remedies available for violations of California Labor Code section 204.

6 **SEVENTH CAUSE OF ACTION**
7 **(Violation of California Labor Code § 226(a))**
8 **(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)**

9 99. Plaintiffs WILLIAMS and STEPHENSON incorporate by reference the allegations
10 contained in paragraphs 1 through 98, and each and every part thereof with the same force and effect
11 as though fully set forth herein.

12 100. At all material times set forth herein, California Labor Code section 226(a) provides
13 that every employer shall furnish each of his or her employees an accurate itemized statement in
14 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
15 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
16 all deductions, provided that all deductions made on written orders of the employee may be aggregated
17 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
18 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
19 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
20 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
21 The deductions made from payments of wages shall be recorded in ink or other indelible form,
22 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
23 deductions shall be kept on file by the employer for at least three years at the place of employment or
24 at a central location within the State of California.

25 101. Defendants have intentionally and willfully failed to provide Plaintiffs WILLIAMS
26 and STEPHENSON and the other class members with complete and accurate wage statements. The
27 deficiencies include, but are not limited to: the failure to include the total number of hours worked by
28 Plaintiffs WILLIAMS and STEPHENSON and the other class members.

102. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs WILLIAMS and STEPHENSON and the other class members have suffered injury and damage to their statutorily-protected rights.

103. More specifically, Plaintiffs WILLIAMS and STEPHENSON and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

104. Plaintiffs WILLIAMS and STEPHENSON and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

105. Plaintiffs WILLIAMS and STEPHENSON and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION
(Violation of California Labor Code § 1174(d))
(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)

106. Plaintiffs WILLIAMS and STEPHENSON incorporate by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

107. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate 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 two years.

108. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs WILLIAMS and STEPHENSON and the other class members.

109. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs WILLIAMS and STEPHENSON and the other class members have suffered injury and damage to their statutorily-protected rights.

110. More specifically, Plaintiffs WILLIAMS and STEPHENSON and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION
(Violation of California Labor Code §§ 2800 and 2802)
(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)

111. Plaintiffs WILLIAMS and STEPHENSON incorporate by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

112. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

113. Plaintiffs WILLIAMS and STEPHENSON and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

114. Defendants have intentionally and willfully failed to reimburse Plaintiffs WILLIAMS and STEPHENSON and the other class members for all necessary business-related expenses and costs.

115. Plaintiffs WILLIAMS and STEPHENSON and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION
(Violation of California Business & Professions Code §§ 17200, et seq.)
(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)

116. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 115, and each and every part thereof with the same force and effect as though fully set forth herein.

117. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

119. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

ELEVENTH CAUSE OF ACTION
Penalties Pursuant To The Private Attorneys General Act (Labor Code §§ 2698 et seq.)
(Against KARL STORZ ENDOSCOPY-AMERICA, INC. and DOES 1 through 100)

123. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though set forth here verbatim.

124. The Private Attorneys General Act (“PAGA”), Labor Code §§ 2698 *et seq.*, expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (the “LWDA”), or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

125. Plaintiffs, by their employment with Defendants and Defendants' violations of the Labor Code as alleged herein, are Aggrieved Employees with standing to bring an action under the PAGA.

126. Labor Code § 2699(a) provides: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.”

127. Labor Code § 2699(f) provides: “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period

1 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
2 for each subsequent violation.”

3 128. Labor Code § 200 defines wages as “all amounts for labor performed by employees of
4 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
5 commission basis or method of calculation.”

6 129. IWC Wage Orders 4-2001(2)(K) defines “hours worked” as “the time during which an
7 employee is subject to the control of an employer and includes all the time the employee is suffered
8 or permitted to work, whether or not required to do so.” Labor Code § 1198 makes it unlawful for
9 employers to employ employees under conditions that violate the Wage Order. California law further
10 requires that employers pay their employees for all hours worked at the statutory or agreed upon rate.
11 No part of the rate may be used as a credit against a minimum wage obligation.

12 130. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and
13 unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he
14 or she quits, at the latest.

15 131. Labor Code § 203 provides, in relevant part: “If an employer willfully fails to pay,
16 without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5,
17 any wages of an employee who is discharged or who quits, the wages of the employee shall continue as
18 a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced;
19 but the wages shall not continue for more than 30 days.”

20 132. Labor Code § 226(a) provides: “An employer, semimonthly or at the time of each
21 payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft,
22 or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash,
23 an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
24 the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any
25 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
26 deductions made on written orders of the employee may be aggregated and shown as one item, (5) net
27 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
28 employee and only the last four digits of his or her social security number or an employee identification

1 number other than a social security number, (8) the name and address of the legal entity that is the
2 employer ... and (9) all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate by the employee ... The deductions made from payment
4 of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
5 year, and a copy of the statement and the record of the deductions shall be kept on file by the employer
6 for at least three years at the place of employment or at a central location within the State of
7 California.” The IWC Wage Orders also establishes this requirement. (See IWC Wage Order 4-
8 2001(7)).

9 133. Labor Code § 226(e)(1) provides: “An employee suffering injury as a result of a knowing
10 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of
11 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
12 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
13 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
14 attorney’s fees.”

15 134. Labor Code § 226.3 provides: “Any employer who violates subdivision (a) of Section
16 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
17 per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation
18 in a subsequent citation, for which the employer fails to provide the employee a wage deduction
19 statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties
20 provided for in this section are in addition to any other penalty provided by law.”

21 135. Labor Code §§ 226.7 and 512 and IWC Wage Orders 4-2001 require Defendants to
22 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
23 Labor Code §§ 226.7 and 512 and IWC Wage Orders 4-2001 prohibit employers from employing an
24 employee for more than five hours without a meal period of not less than thirty minutes, and from
25 employing an employee more than ten hours per day without providing the employee with a second
26 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the
27 thirty-minute meal period and ten-minute rest period, the employee is considered “on duty” and the
28 meal period is counted as time worked under the applicable wage orders

1 136. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in
2 an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.

3 137. Labor Code § 510 provides, in relevant part: “Eight hours of labor constitutes a day’s
4 work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any
5 one workweek and the first eight hours worked on the seventh day of work in any one workweek shall
6 be compensated at the rate of no less than one and one-half times the regular rate of pay for an
7 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than
8 twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
9 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
10 pay of an employee. Nothing in this section requires an employer to combine more than one rate of
11 overtime compensation in order to calculate the amount to be paid to an employee for any hour of
12 overtime work.”

13 138. Labor Code § 1194(a) provides, in relevant part: “Notwithstanding any agreement to
14 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
15 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of
16 the full amount of this minimum wage or overtime compensation, including interest thereon,
17 reasonable attorney’s fees, and costs of suit.”

18 139. Labor Code § 1197 provides: “The minimum wage for employees fixed by the
19 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
20 and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change
21 the applicability of local minimum wage laws to any entity.”

22 140. Labor Code § 2802 requires Defendants to indemnify their employees for all necessary
23 expenditures or losses incurred in direct consequence of the discharge of their duties.

24 141. Defendants do not provide Plaintiffs and Aggrieved Employees with accurate itemized
25 wage statements as required by California law, as a result of the meal and rest break, off-the-clock
26 work, and overtime violations set forth above, and Defendants’ failure to provide premium pay for the
27 missed breaks.

28 142. Defendants’ failure to provide Plaintiffs and Aggrieved Employees with compliant

1 meal and rest periods is and was in violation of Labor Code § 512 and Wage Order 4-2001.

2 143. Due to Defendants' failure to pay one hour of premium pay to Plaintiffs and Aggrieved
3 Employees for each missed or noncompliant meal or rest period, along with the off-the-clock work,
4 and overtime violations, the wage statements Defendants provide their employees, including the
5 aggrieved employees, do not reflect the actual gross wages earned, actual net wages earned, or actual
6 hours worked. Accordingly, Defendants have knowingly and willfully failed to provide timely,
7 accurate itemized wage statements to Plaintiffs and the Aggrieved Employees in accordance with
8 Labor Code §§ 226, 226.3, and 226.6, and the IWC applicable Wage Order(s).

9 144. By failing to maintain adequate time records as required by Labor Code § 1174(d) and
10 IWC Wage Order 4-2001(7), Defendants have made it difficult to calculate the minimum wage
11 compensation due to Plaintiffs and aggrieved employees.

12 145. Defendants also do not provide Plaintiff and Aggrieved Employees with their wages
13 when due under California law after their employment with Defendants ends, as a result of the meal
14 and rest break, off-the-clock work, and overtime violations set forth herein and Defendants' failure to
15 provide premium pay for the noncompliant breaks.

16 146. Plaintiffs and Aggrieved Employees have left their employment with Defendants
17 during the statutory period, at which time Defendants owed them unpaid wages for premium pay for
18 missed or noncompliant meal and rest periods.

19 147. On information and belief, Defendants violated Cal. Lab. Code § 2802 and IWC Wage
20 Order No. 1 pertaining to reimbursement of necessary business expenses, by failing and refusing to
21 reimburse Plaintiffs' expenses necessarily incurred in the discharge of their job duties for Defendants.

22 148. Defendants willfully refused and continue to refuse to pay Plaintiffs and Aggrieved
23 Employees all the wages that are due and owing them, in the form of meal and rest period premium
24 pay and other wages due and owing, upon the end of their employment. Defendants' failure to pay all
25 premiums required for noncompliant meal and rest periods is and was in violation of Labor Code §
26 226.7.

27 149. On information and belief, Defendants violated Labor Code §§ 201-202, 1182.11,
28 1182.12, 1194, 1197, 1197.1, 1198, and IWC Wage Order No. 1 pertaining to payment of wages,

1 including minimum wage, for all hours worked, including but not limited to by failing to pay Plaintiffs
2 at no less than minimum wage for all time spent working for Defendants, and/or by failing to pay the
3 legal overtime rate as set forth above.

4 150. As a result of Defendants' actions, Plaintiffs and Aggrieved Employees have suffered
5 and continue to suffer substantial losses, including but not limited to lost earnings, and interest.

6 151. Plaintiffs seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
7 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in
8 compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203. Plaintiffs
9 seek such penalties as an alternative to the penalties available under Labor Code § 203, as prayed for
10 herein.

11 152. Plaintiffs seek civil penalties pursuant to Labor Code § 2699(a) for each failure by
12 Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage
13 statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226(e).
14 Plaintiffs seek such penalties as an alternative to the penalties available under Labor Code § 226(e),
15 as prayed for herein.

16 153. Plaintiffs also seek civil penalties pursuant to Labor Code § 2699(a) for Defendants'
17 violations of Labor Code §§ 200-204, 226, 226.3, 226.6, 226.7, 256, 510, 512, 1174, 1194, 1194.2,
18 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Order No. 1.

19 154. To the extent that any violation alleged herein does not carry penalties under Labor
20 Code § 2699(a), Plaintiffs seek civil penalties pursuant to Labor Code § 2699(f) for Plaintiffs and
21 aggrieved employees each pay period in which he or she was aggrieved, in the amounts established
22 by Labor Code § 2699(f). Plaintiffs seek penalties pursuant to Labor Code § 2699(f) for Plaintiffs and
23 aggrieved employees for violations of Labor Code provisions including but not limited to Labor Code
24 §§ 200-204, 226, 226.3, 226.6, 226.7, 256, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
25 and 2802, and IWC Wage Order No. 1, and any other violation alleged herein which does not carry
26 penalties under Labor Code § 2699(a).

27 155. Plaintiffs also seek civil penalties pursuant to Labor Code §§ 225.5, 226.3, and 256.

28 156. On information and belief Plaintiffs have satisfied all requisite notice and/or exhaustion

1 requirements with respect to their PAGA claims.

2 157. Plaintiffs seek the above-stated penalties on behalf of the State, other Aggrieved
3 Employees, and themselves as set forth in Labor Code § 2699.

4 158. Defendants are jointly liable to Plaintiffs, the aggrieved employees, and the State of
5 California for the civil penalties set forth in this Complaint, with interest thereon.

6 159. Plaintiffs are also entitled to an award of attorneys' fees and costs pursuant to the
7 authorities cited above.

8 160. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff WILLIAMS, individually, and on behalf of other members of the general public
11 similarly situated, and Plaintiff MORIN, individually, and on behalf of other members of the general
12 public similarly situated, request a trial by jury.

13
14 Dated: January 19, 2023

Respectfully Submitted,

15
16 

17 Carolyn H. Cottrell
Samantha A. Smith
18 **SCHNEIDER WALLACE**
COTTRELL KONECKY LLP

19 *Attorneys for Plaintiffs on behalf of the State of*
20 *California and Aggrieved Employees*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff WILLIAMS, individually, and on behalf of other members of the general public similarly situated, and Plaintiff MORIN, individually, and on behalf of other members of the general public similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

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

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

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

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

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

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

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

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

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

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

1 26. For pre-judgment interest on any unpaid compensation from the date such amounts
2 were due;

3 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
4 Labor Code section 1194(a);

5 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

6 29. For such other and further relief as the Court may deem just and proper.

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

8 30. That the Court declare, adjudge and decree that Defendants violated California Labor
9 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
10 termination of the employment of Plaintiffs and the other class members no longer employed by
11 Defendants;

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

13 32. For statutory wage penalties pursuant to California Labor Code section 203 for
14 Plaintiffs and the other class members who have left Defendants' employ;

15 33. For pre-judgment interest on any unpaid compensation from the date such amounts
16 were due; and

17 34. For such other and further relief as the Court may deem just and proper.

18 **As to the Sixth Cause of Action**

19 35. That the Court declare, adjudge and decree that Defendants violated California Labor
20 Code section 204 by willfully failing to pay all compensation owed at the time required by California
21 Labor Code section 204 to Plaintiffs and the other class members;

22 36. For all actual, consequential, and incidental losses and damages, according to proof;

23 37. For pre-judgment interest on any unpaid compensation from the date such amounts
24 were due; and

25 38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable

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

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

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties pursuant to California Labor Code sections 2699(a), (f) (g), and 558, costs/expenses, and attorneys' fees for violation of Labor Code sections 200-204, 226, 226.3, 226.6, 226.7, 256, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq*, and the applicable Industrial Welfare Commission ("IWC") Wage Orders; and

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60. For such other and further relied as the Court may deem equitable and appropriate.

Dated: January 19, 2023

Respectfully Submitted,

Cady Cottrell

Carolyn H. Cottrell

Samantha A. Smith

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

*Attorneys for Plaintiffs on behalf of the State of
California and Aggrieved Employees*