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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

GUY BLAZ HANLEY, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

SAMSARA NETWORKS, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.:

CGC - 20 - 584034

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510,
558, AND 1194;
- (2) VIOLATION OF LABOR CODE §§ 1194,
1197, AND 1197.1;
- (3) VIOLATION OF LABOR CODE §§
226.7 AND 512;
- (4) VIOLATION OF LABOR CODE § 226.7;
- (5) VIOLATION OF LABOR CODE § 2802;
- (6) VIOLATION OF LABOR CODE §
226(a); AND
- (7) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*
- (8) VIOLATION OF LABOR CODE §§
2698, *ET SEQ.*

DEMAND OVER \$25,000

ENDORSED
FILED

San Francisco County Superior Court

APR 08 2020

CLERK OF THE COURT
BY: **ANGELICA SUNGA**
Deputy Clerk

1 Plaintiff Guy Blaz Hanley (“Plaintiff”) hereby submits this Class Action Complaint
2 against Defendants Samsara Networks, Inc. (“Samsara” or “Defendant”), and Does 1-50
3 (hereinafter collectively referred to as “Defendants”), as an individual and on behalf of the Class
4 of all other similarly situated current and former employees of Defendants for penalties and/or
5 damages for failure to pay all minimum and overtime wages for hours worked, failure to provide
6 off-duty meal and rest periods, failure to reimburse business expenses, failure to provide accurate
7 itemized wage statements, penalties under California Labor Code statutes, restitution for unfair
8 business practices in violation of Business and Professions Code § 17200, *et seq.*, and violation
9 of the Private Attorney General Act (the “PAGA”) Labor Code § 2698, *et seq.*, as follows:

10 **INTRODUCTION**

11 1. This class action is within the Court’s jurisdiction under California Labor Code
12 §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, 2698, *et seq.*, the
13 California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair
14 Competition Law (the “UCL”), codified at California Business and Professions Code § 17200, *et*
15 *seq.*

16 2. This Complaint challenges systemic illegal employment practices resulting in
17 violations of the California Labor Code and Business and Professions Code against employees of
18 Defendants.

19 3. Plaintiff is informed and believes and based thereon alleges that Defendants
20 jointly and severally have acted intentionally and with deliberate indifference and conscious
21 disregard to the rights of all employees by failing to pay overtime and minimum wages for all
22 hours worked, failing to provide off-duty meal and rest breaks, failing to reimburse all business
23 expenses, failing to pay all wages due upon termination, and failing to keep accurate records as
24 to Plaintiff and the Class.

25 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
26 engaged in, among other things a system of willful violations of the California Labor Code,
27 Business and Professions Code and applicable IWC Wage Orders by creating and maintaining
28 policies, practices and customs that knowingly deny employees the above stated rights and

benefits.

5. The policies, practices and customs of defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the California Business and Professions Code.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and 2802, 2698, *et seq.*, and the UCL.

7. Venue is proper in San Francisco County because Defendant's headquarters are based in this County and Defendant has employees working in this County.

PARTIES

8. On or about February 25, 2019, Plaintiff began working for Defendants as an inside salesperson. Plaintiff is a non-exempt, salaried employee. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and 2802, 2698, *et seq.*, and the applicable IWC Wage Orders, and the UCL.

9. Plaintiff is informed and believes and based thereon alleges that Defendant was and is a Delaware corporation doing business in the State of California providing Internet-connected sensor systems to businesses in transportation, logistics, food production, energy, manufacturing, and other industries around the world. Plaintiff is informed and believes and based thereon alleges that Defendant maintains its headquarters in San Francisco, California.

10. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

11. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-203, 204, 226(a),

226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, 2698, *et seq.*, the IWC Wage Orders and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

13. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

14. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times

herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382, of a class of all current and former employees who worked for Defendants in the State of California at any time during the period of time from April 3, 2016, through the present (the “Class”). Plaintiff also seeks certification of the following sub-classes:

- a. All current and former employees who worked for Defendants in the State of California at any time during the period of time from April 3, 2016 through the present, and who worked double-time and earned commissions, or other performance-based, non-discretionary remuneration aside from their salary, during the same period in which that pay was earned (the “Regular Rate Sub-Class”).
- b. All current and former employees that Defendant classified as “non-exempt, salaried employees” who worked for Defendants in the State of California at any time during the period of April 3, 2016, through the present (the “Non-Exempt, Salaried Sub-Class”).

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff alleges that Defendants: (a) failed to pay overtime for all hours worked in violation of Labor Code §§ 510, 558, and 1194; (b) failed to pay minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197, and 1197.1; (c) failed to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failed to reimburse business expenses in violation of Labor Code § 2802; (e) failed to provide accurate, itemized wage statements in

violation of Labor Code § 226(a); (f) failed to pay all earned wages in a timely manner and upon separation of employment in violation of Labor Code §§ 201-203 and 204; (g) failed to maintain payroll records in violation of Labor Code § 1174; and (h) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

20. Defendants uniformly administered a corporate policy, practice of: (a) failing to pay overtime for all hours worked in violation of Labor Code §§ 510, 558, and 1194; (b) failing to pay minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197, and 1197.1; (c) failing to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse business expenses in violation of Labor Code § 2802; (e) failing to provide accurate, itemized wage statements in violation of Labor Code § 226(a); (f) failing to pay all earned wages in a timely manner and upon separation of employment in violation of Labor Code §§ 201-203 and 204; (g) failing to maintain payroll records in violation of Labor Code § 1174; and (h) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

21. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendants: (a) failing to pay overtime for all hours worked in violation of Labor Code §§ 510, 558, and 1194; (b) failing to pay minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197, and 1197.1; (c) failing to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse business expenses in violation of Labor Code § 2802; (e) failing to provide accurate, itemized wage statements in violation of Labor Code § 226(a); (f) failing to pay all earned wages in a timely manner and upon separation

1 of employment in violation of Labor Code §§ 201-203 and 204; (g) failing to maintain payroll
2 records in violation of Labor Code § 1174; and (h) engaging in Unfair Business Practices in
3 violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

4 **22. Typicality:** The claims of Plaintiff are typical of the claims of all members of the
5 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
6 manner as the Class members. Plaintiff was regularly required to work off-the-clock during
7 meal and rest periods. Defendants also did not allow employees, like Plaintiff, to keep track of
8 their accurate hours worked, such as the start and stop time of each work shift. As a result,
9 Plaintiff was not paid all minimum and overtimes wages owed for time spent working off-the-
10 clock. Plaintiff also regularly worked shifts in excess of four hours or major fraction thereof
11 without being provided an off-duty rest break. Plaintiff did not receive premium compensation
12 in lieu of these missed meal and rest periods. During periods when Plaintiff earned double-time
13 wages, Plaintiff was not paid at the correct regular rate of pay. Furthermore, during his
14 employment, Plaintiff was regularly required to use his personal cellular phone to conduct work
15 and incur other business-related expenses. Plaintiff was not reimbursed for these costs.
16 Additionally, Plaintiff was not provided proper and accurate itemized wage statements
17 identifying all hours worked or the correct rate of pay for double-time wages. As such, Plaintiff
18 is a member of the Class and has suffered the alleged violations of California Labor Code
19 §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and 2802, and the
20 applicable IWC Wage Orders.

21 **23.** The California Labor Code and upon which Plaintiff bases these claims is broadly
22 remedial in nature. These laws and labor standards serve an important public interest in
23 establishing minimum working conditions and standards in California. These laws and labor
24 standards protect the average working employee from exploitation by employers who may seek
25 to take advantage of superior economic and bargaining power in setting onerous terms and
26 conditions of employment.

27 **24.** The nature of this action and the format of laws available to Plaintiff and
28 members of the Class identified herein make the class action format a particularly efficient and

appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff with Defendant's vastly superior financial and legal resources. Requiring each Class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

25. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members against Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

26. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, unpaid minimum wages, including interest thereon, unpaid meal and rest period premium pay, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, and 2802, the applicable IWC Wage Orders and Code of Civil Procedure § 1021.5.

27. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

28. The Class is commonly entitled to a specific fund with respect to the

1 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
2 restitution of those funds being improperly withheld by Defendants. This action is brought for
3 the benefit of the entire class and will result in the creation of a common fund.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

6 **(BY PLAINTIFF AND THE CLASS, THE NON-EXEMPT, SALARIED SUB-CLASS,**
7 **AND THE REGULAR RATE SUB-CLASS AGAINST ALL DEFENDANTS)**

8 29. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 28 as
9 though fully set forth herein.

10 30. This cause of action is brought pursuant to Labor Code §§ 510, 558, and 1194,
11 which require an employer to pay employees overtime at a rate of one and one-half the
12 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in
13 a workweek and double-time at a rate of twice the employee's regular rate of pay for any work in
14 excess of twelve hours in a workday or all hours in excess of eight on the seventh consecutive
15 day in a workweek.

16 31. As a pattern and practice, Defendants suffered and permitted employees to work
17 in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay.
18 For example, Defendants regularly required employees to work off-the-clock during meal
19 periods. Defendants also failed to pay employees double-time wages at the correct regular rate
20 of pay because Defendants did not include all forms of remuneration, such as commissions, in
21 calculating the regular rate of pay. Defendants had a uniform corporate pattern and practice and
22 procedure regarding the above practices in violation of Labor Code §§ 510 and 1194.

23 32. Such a pattern, practice and uniform administration of corporate policy regarding
24 illegal employee compensation as described herein is unlawful and creates an entitlement to
25 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
26 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
27 to the mandate of California Labor Code §§ 218.5, 510, 558, and 1194.

28 33. Plaintiff is informed and believes, and based thereon allege, that Defendants'

1 willful failure to provide all overtime wages due and owing Plaintiff and Class Members upon
2 separation from employment results in a continued payment of wages up to thirty (30) days from
3 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
4 separated from employment are entitled to compensation pursuant to Labor Code § 203.

5 **SECOND CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1**

7 **(BY PLAINTIFF AND THE CLASS AND THE NON-EXEMPT, SALARIED SUB-CLASS**
8 **AGAINST ALL DEFENDANTS)**

9 34. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 33 as
10 though fully set forth herein.

11 35. This cause of action is brought pursuant to Labor Code §§ 1194, 1197, and
12 1197.1, which require an employer to pay employees minimum wages for all hours worked less
13 than eight hours in a day and/or less than 40 hours in a workweek.

14 36. As a pattern and practice, Defendants suffered and permitted employees to work
15 without payment of minimum wages for all hours worked in a workday and workweek. For
16 example, Defendants regularly required employees to work off-the-clock during meal periods.
17 Defendants did not allow employees to keep track of their accurate hours worked, such as the
18 start and stop time of each work shift, resulting in Defendants' failure to pay employees
19 minimum wages for all hours worked. Defendants had a uniform corporate pattern and practice
20 and procedure regarding the above practices in violation of Labor Code §§ 1194, 1197, and
21 1197.1.

22 37. Such a pattern, practice and uniform administration of corporate policy regarding
23 illegal employee compensation as described herein is unlawful and creates an entitlement to
24 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
25 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
26 to the mandate of California Labor Code §§ 218.5, 1194, 1197, and 1197.1.

27 38. Plaintiff is informed and believes, and based thereon allege, that Defendants'
28 willful failure to provide all minimum wages due and owing Plaintiff and Class Members upon

1 separation from employment results in a continued payment of wages up to thirty (30) days from
2 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
3 separated from employment are entitled to compensation pursuant to Labor Code § 203.

4 **THIRD CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

6 **(BY PLAINTIFF AND THE CLASS AND THE NON-EXEMPT, SALARIED SUB-CLASS**
7 **AGAINST ALL DEFENDANTS)**

8 39. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 38 as
9 though fully set forth herein.

10 40. At all relevant times, Defendants failed in its affirmative obligation to ensure that
11 Plaintiff and Class Members had the opportunity to take and were provided with off-duty meal
12 periods in accordance with the mandates of the California Labor Code and the applicable IWC
13 Wage Order. At all relevant times, Plaintiff and Class Members were suffered and permitted to
14 work through legally required meal breaks and were denied the opportunity to take their off-duty
15 meal breaks. This included, without limitation, Defendants requiring Plaintiff and Class
16 Members to work on-duty meal periods, as well as keeping their cell phones on during such meal
17 breaks and being required to respond to calls during these breaks. As such, Defendants are
18 responsible for paying premium compensation for missed meal periods pursuant to Labor Code
19 § 226.7 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and
20 procedure, regularly failed to pay such premium compensation for each meal period Plaintiff and
21 the Class Members missed.

22 41. At all relevant times, Plaintiff and Class Members regularly worked in excess of
23 five (5) hours per day and accordingly had a right to take a 30-minute meal period each day
24 worked in excess of five (5) hours. Furthermore, Plaintiff and Class Members who worked in
25 excess of ten (10) hours per day had a right to take a second 30-minute meal period each day
26 worked in excess of ten (10) hours. Plaintiff is informed and believes, and based thereon alleges,
27 that Defendant failed to provide this second meal period to its employees in the State of
28 California.

42. As a pattern and practice, Defendants regularly required employees to work through their meal periods without proper compensation and denied Plaintiff and other employees the right to take proper meal periods as required by law.

43. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

44. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful failure to provide all meal period premium wages due and owing to Plaintiff and Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226.7

**(BY PLAINTIFF AND THE CLASS AND THE NON-EXEMPT, SALARIED SUB-CLASS
AGAINST ALL DEFENDANTS)**

45. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as though fully set forth herein.

46. Plaintiff and other members of Class regularly worked shifts of three and one-half hours (3.5) hours or more per day and accordingly had a right to take a 10-minute rest period each day. Furthermore, Plaintiff and other members of Class who worked shifts of seven and one-half (7.5) hours or more per day had a right to take a second 10-minute rest period.

47. Defendants failed in their affirmative obligation to provide all of their employees, including Plaintiff and other members of Class, the opportunity to take rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Plaintiff and other members of Class were suffered and permitted to work through legally required rest

breaks and were denied the opportunity to take their rest breaks. Again, Defendants required Plaintiff and Class Members to keep their cell phones on during their purported rest breaks, such that if they received a call, they would have to respond immediately during their rest break. As such, Defendants are responsible for paying premium compensation for missed rest periods pursuant to Labor Code § 226.7.

48. As a pattern and practice, Defendants regularly required employees to work through their rest periods without proper compensation and denied Plaintiff and other employees the right to take proper rest periods as required by law.

49. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and other members of Class identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code § 226.7, including interest thereon, penalties and costs of suit.

50. Plaintiff is informed and believes and based thereon alleges that Defendants willfully failed to pay employees who were not provided the opportunity to take rest breaks the premium compensation set out in Labor Code § 226.7 and that Plaintiff and those employees similarly situated are owed wages for the rest period violations set forth above. Plaintiff is informed and believes and based thereon alleges Defendants' willful failure to provide Plaintiff and other members of Class the wages due and owing them upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of Class who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2802

**(BY PLAINTIFF AND THE CLASS, THE NON-EXEMPT, SALARIED SUB-CLASS,
AND THE REGULAR RATE SUB-SCLASS AGAINST ALL DEFENDANTS)**

51. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as though fully set forth herein.

1 52. This cause of action is brought pursuant to Labor Code § 2802, which provides
2 that employees are entitled to be indemnified for expenses and losses in discharging the duties of
3 their employers. Defendants violated this provision by failing to reimburse its employees for all
4 business-related expenses, including without limitation, the costs incurred with use of personal
5 cellular phones. Defendants uniformly required Plaintiff and other employees to use various
6 “apps” in order to communicate and perform their jobs, and thus, in effect, required employees to
7 use their personal cell phones in order to operate such “apps.”

8 53. Defendants had a uniform corporate pattern and practice and procedure regarding
9 the above practices in violation of Labor Code § 2802.

10 54. Such a pattern, practice and uniform administration of corporate policy regarding
11 illegal employee compensation as described herein is unlawful and creates an entitlement to
12 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages
13 owed, including interest thereon, penalties, attorneys’ fees, and costs of suit according to the
14 mandate of California Labor Code § 2802.

15 **SIXTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 226(a)**

17 **(BY PLAINTIFF AND THE CLASS, THE NON-EXEMPT, SALARIED SUB-CLASS,**
18 **AND THE REGULAR RATE SUB-CLASS AGAINST ALL DEFENDANTS)**

19 55. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 54 as
20 though fully set forth herein.

21 56. Defendants failed in its affirmative obligation to provide accurate itemized wage
22 statements. Defendants, as a matter of policy and practice, did not provide accurate records in
23 violation of Labor Code § 226(a) by failing to provide accurate payroll records for Plaintiff and
24 the Class.

25 57. The wage statements Defendants issued to Plaintiff and other employees should
26 have reflected the correct gross and net wages earned, total hours worked, and all applicable
27 hourly rates of pay and the number of hours worked at each rate, pursuant to Labor Code
28 § 226(a)(1), (2), (5), and (9). However, the wage statements provided to Plaintiff and the Class

1 failed to identify such information, including the number of hours worked and the applicable
2 hourly rates for all off-the-clock work, the correct rate of pay for double-time wages, the correct
3 total number of hours worked, premium pay for missed meal and rest periods and/or improper
4 on-duty meal periods, and correct gross and net wages earned. Furthermore, as an independent
5 violation, Defendants failed to identify the accurate total hours worked on each wage statement
6 as it routinely identified employees as having worked “86.67” total hours during each pay period
7 rather than the actual total hours worked.

8 58. Such a pattern, practice and uniform administration of corporate policy as
9 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
10 and Regular Rate Sub-Class identified herein, in a civil action, for all damages or penalties
11 pursuant to Labor Code § 226, including interest thereon, attorneys’ fees, and costs of suit
12 according to the mandate of California Labor Code § 226.

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***
15 **(BY PLAINTIFF AND THE CLASS AND THE NON-EXEMPT, SALARIED SUB-CLASS**
16 **AGAINST ALL DEFENDANTS)**

17 59. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 58 as
18 though fully set forth herein.

19 60. Defendants, and each of them, have engaged and continue to engage in unfair and
20 unlawful business practices in California by practicing, employing and utilizing the employment
21 practices outlined above, include, to wit, by: (a) failing to pay overtime for all hours worked in
22 violation of Labor Code §§ 510, 558, and 1194; (b) failing to pay minimum wages for all hours
23 worked in violation of Labor Code §§ 1194, 1197, and 1197.1; (c) failing to provide off-duty
24 meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse
25 business expenses in violation of Labor Code § 2802; and (e) engaging in Unfair Business
26 Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage
27 Orders.

28 61. Defendants’ utilization of such unfair and unlawful business practices constitutes

1 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

2 62. Plaintiff seeks, individually and on behalf of other members of the Class similarly
3 situated, full restitution of monies, as necessary and according to proof, to restore any and all
4 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
5 complained of herein.

6 63. Plaintiff is informed and believes, and based thereon alleges, that at all times
7 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
8 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
9 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
10 working condition standards and conditions due to them under the California laws and the
11 applicable IWC Wage Orders as specifically described therein.

12 **EIGHTH CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE §§ 2698, *ET SEQ.***

14 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
15 **DEFENDANTS)**

16 64. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 65 as
17 though fully set forth herein.

18 65. Plaintiff brings this cause of action as a proxy for the State of California and in
19 this capacity, seeks penalties on behalf of all Aggrieved Employees from March 27, 2020,
20 through the present, for Defendant's violations of Labor Code §§ 201-203, 204, 226(a), 226.7,
21 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, arising from Defendant's failure to pay all
22 minimum and overtime wages for hours worked, reimburse business expenses, provide off-duty
23 meal and rest periods, pay all wages upon separation of employment, provide accurate wage
24 statements, and provide proper payroll records.

25 66. On or about March 27, 2020, Plaintiff sent written notice to the California Labor
26 & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code §§ 201-
27 203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, pursuant to Labor Code
28 section 2698, *et seq.*, the Private Attorney General Act ("PAGA"). To date, the LWDA has not

responded to Plaintiff's written notice.

67. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802, for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class and Regular Rate Sub-Class;
2. For an order appointing Plaintiff as the representatives of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 510, 558, and 1194, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code §§ 201-203, 1194, 1197, and 1197.1, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, and 512, and for costs;
7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, and 226.7, and for costs;
8. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to California Labor Code § 2802, and for costs and attorneys' fees;
9. Upon the Sixth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions

1 Code § 17200, *et seq.*, for the time periods described above;

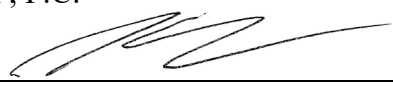
2 11. Upon the Eighth Cause of Action, for civil penalties according to proof pursuant
3 to Labor Code § 2698, *et seq.*, Labor Code § 226.3, and for costs and attorneys' fees;

4 12. On all causes of action, for attorneys' fees and costs as provided by California
5 Labor Code §§ 218.5, 226, 558, 1194, 1197.1, and Code of Civil Procedure § 1021.5; and

6 13. For such other and further relief as the Court may deem just and proper.
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8 DATED: April 3, 2020

LEBE LAW, APLC and DIVERSITY LAW
GROUP, P.C.

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10 By: 

Jonathan M. Lebe

Larry W. Lee

Attorneys for Plaintiff and the Class
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