

LEBE LAW, APLC
Jonathan M. Lebe (SBN 284605)
jon@lebelaw.com
Zachary Gershman (SBN 328004)
zachary@lebelaw.com
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 358-7046

COHELAN KHOURY & SINGER
Michael D. Singer (SBN 115301)
msinger@ckslaw.com
Marta Manus (SBN 260132)
mmanus@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Telephone: (619) 595-3001
Facsimile: (619) 595-3000

Attorneys for Plaintiff Jordan Olson,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JORDAN OLSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WRIKE, INC.; and Does 1 through 25,

Defendants.

Case No. 20CV366599

**FIRST AMENDED CLASS ACTION [Cal.
Code Civ. Proc. § 382] AND
REPRESENTATIVE ACTION [Labor
Code §§ 2698, *et seq.*] COMPLAINT**

1. Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197.1 and IWC Order 4-2001, § 4);
2. Failure to Pay Overtime Wages (Lab. Code § 510 and IWC Wage Order 4-2001, § 3);
3. Failure to Provide Meal Periods (Lab. Code § 512 and IWC Wage Order 4-2001, § 11);
4. Failure to Provide Rest Breaks (Lab. Code § 226.7 and IWC Wage Order 4-2001, § 12);
5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226 and IWC Wage Order 4-2001, § 7);

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County of Santa Clara,
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6. Failure to Reimburse Business Expenses (Lab. Code § 2802 and IWC Wage Order, § 9);
7. Failure to Timely Pay Wages Due During Employment (Lab. Code § 204 and IWC Wage Order 4-2001, § 4);
8. Failure to Timely Pay Wages Due Upon Separation of Employment (Lab. Code §§ 201, 202, and 203);
9. Violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200-17208); and
10. Civil Penalties Pursuant to the PAGA (Labor Code §§ 2698, *et. seq.*).

Jury Trial Demanded

1 Plaintiff JORDAN OLSON (“Plaintiff”), on behalf of herself, the general public, all
2 others similarly situated, and a representative of the State of California and the California
3 Labor and Workforce Development Agency (“LWDA”), complains and alleges as follows:

4 **I.**

5 **INTRODUCTION**

6 1. Plaintiff brings this class action pursuant to California Code of Civil Procedure
7 section 382 and representative action pursuant to the Private Attorneys General Act of 2004
8 (“PAGA”), Labor Code sections 2698, *et seq.*, against Defendants Wrike, Inc. (“Defendant
9 Wrike”) and Does 1-25 (hereinafter collectively referred to as “Defendants”), as an individual
10 and on behalf of all other similarly situated and all other aggrieved current and former
11 employees of Defendants for: failure to pay all minimum and overtime wages for all hours
12 worked, failure to provide off-duty meal and rest periods, failure to reimburse business
13 expenses, failure to provide accurate itemized wage statements, failure to timely pay all wages
14 due during employment, failure to timely pay all wages due upon separation of employment,
15 restitution for unfair business practices in violation of Business and Professions Code sections
16 17200-17208, and for civil penalties pursuant to the PAGA.

17 2. This class and representative action is within the Court’s jurisdiction under
18 California Labor Code sections 201-203, 204, 210, 226, 226.7, 510, 512, 1182.12, 1194,
19 1194.2, 1197, 1197.1, 1198, 2800, 2802, the California Industrial Welfare Commission’s
20 (“IWC”) Wage Orders, the California Unfair Competition Law (the “UCL”), codified at
21 California Business and Professions Code sections 17200-17208, and under the PAGA.

22 3. This Complaint challenges systemic illegal employment practices resulting in
23 violations of the California Labor Code and Business and Professions Code against employees
24 of Defendants.

25 4. Plaintiff is informed and believes and based thereon alleges that Defendants
26 jointly and severally have acted intentionally and with deliberate indifference and conscious
27 disregard to the rights of all employees by failing to pay overtime and minimum wages for all
28 hours worked, failing to provide off-duty meal and rest breaks, failing to reimburse all

1 business expenses, failing to provide accurate itemized wage statements, and failing to pay all
2 wages due during and upon termination.

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

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

12 7. Plaintiff Jordan Olson has given notice of these claims to the LWDA seeking
13 intervention. As there has been no intervention within 65 days of Plaintiff's written notice to
14 the LWDA, Plaintiff asserts claims for civil penalties as a representative for and on behalf of
15 the State of California in a representative capacity, as provided by the PAGA to the extent
16 permitted by law, as an aggrieved employee who suffered one or more of the alleged violations
17 during all or a significant part of the applicable liability period, or proposed "PAGA Period"
18 (which is defined as any time from one year from the date of the filing for civil penalties under
19 the PAGA, excluding the 65 days as provided by Labor Code section 2699.3(d).)

20 8. A true and correct copy of Plaintiff's April 21, 2020 PAGA notice showing
21 compliance with Labor Code section 2699.3 is attached hereto as **Exhibit 1** and demonstrates
22 that Plaintiff is an aggrieved employee and has standing to bring a representative action on
23 behalf of the State of California and the LWDA as a private attorney general. Since no notice
24 of cure has been provided by Defendant WRIKE, INC., nor has the LWDA indicated that it
25 intends to investigate within the proscribed 65-day period from the date of mailing of the
26 notice, Plaintiff Olson has asserted PAGA claims herein and brings this action as a
27 "Representative Action" as specifically permitted and authorized by Labor Code section
28 2699.3(a)(2)(C).

II.

PARTIES, JURISDICTION AND VENUE

9. On or about November of 2018 until April 1, 2020, Plaintiff worked for Defendants as an inside salesperson. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code sections 201-203, 204, 210, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, 2802, the applicable IWC Wage Order, and the UCL.

10. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure, section 395. Defendants conduct business in Santa Clara County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiff and those similarly situated within the State of California and Santa Clara County. Defendants employ numerous Class Members in Santa Clara County. There is no federal question at issue, as the issues are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, Civil Code, and Business and Professions Code.

11. The Court has jurisdiction over Plaintiff's and other aggrieved employees' claims for civil penalties under the PAGA, Labor Code sections 2698, *et seq.* Plaintiff's representative PAGA penalty claims are not subject to federal jurisdiction.

12. Business and Professions Code section 17203 provides that any person who engages in unfair competition may be enjoined in any court of competent jurisdiction. Business and Professions Code section 17204 provides that any person, acting on his own behalf, may bring an action in a court of competent jurisdiction.

13. 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 software management tools to business. Plaintiff is informed and believes and based thereon alleges that Defendant maintains its headquarters in San Jose, California.

14. Plaintiff does not know the true names or capacities of the Defendants sued

1 herein as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under
2 such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each
3 of said fictitious Defendants are and were responsible in some manner for the injuries
4 complained of herein. Plaintiff will amend this Complaint to identify such fictitiously-named
5 Defendants pursuant to Code of Civil Procedure section 474 once their identities become
6 known.

7 15. The relief sought by Plaintiff on behalf of herself and the Plaintiff Class
8 defined below exceeds the minimal jurisdictional limits of the Superior Court and will be
9 established according to proof at trial. The Court has personal jurisdiction over each of the
10 parties because they are either citizens of this State, doing business in this State or otherwise
11 have minimum contacts with this State.

12 16. Venue is proper in this Court because, upon information and belief, Plaintiff
13 worked for Defendants in this county, Defendants are headquartered in this county,
14 Defendants transact business in this county, and acts and omissions alleged herein took place
15 in this county.

16 17. Plaintiff is informed and believes and, based thereon, alleges that Defendants
17 were at all times relevant hereto members of, and engaged in, a joint venture, partnership,
18 association or common enterprise, and acting within the course and scope of, and in pursuance
19 of, said joint venture, partnership, association or common enterprise. Furthermore, Plaintiff is
20 informed and believes and, based thereon, alleges that at all times relevant hereto Defendants
21 conspired together in, aided and abetted, contributed to, and/or acted as agents or employees
22 of each other with respect to, the commission of the acts complained of herein. Defendants
23 are therefore jointly and severally liable for the injuries complained of herein.

24 **III.**

25 **GENERAL ALLEGATIONS**

26 18. California's Labor Code and Industrial Welfare Commission Wage Order 4-
27 2001 ("IWC Wage Order") requires employers, among other things, to pay wages, including
28 minimum and overtime wages for all hours worked, provide compliant meal and rest periods,

1 to furnish each employee with accurate, itemized wage statements, and to reimburse
2 employees for all expenses necessarily incurred in discharge of employment.

3 19. During all, or portions of the Class Period, Defendants classified Plaintiff and
4 members of the Plaintiff Class as “exempt” employees. Certain commissioned inside sales
5 employees may be exempt from overtime pay in California if the employee earns more than
6 one-and-a-half times the minimum wage each workweek, and more than half of the
7 employee’s compensation represents commission earnings. (*See Peabody v. Time Warner*
8 *Cable, Inc.*, (2014) 59 Cal.4th 662.) However, Plaintiff and members of the Plaintiff Class
9 regularly did not earn more than half of their compensation in commission earnings.
10 Additionally, some or all of the compensation defined by Defendants as “commissions” that
11 was paid to members of the Plaintiff Class were not *bona fide* commissions under the Labor
12 Code. As such, Class Members do not meet the requirements to be classified as exempt under
13 the commissioned salesperson/inside salesperson exemption and should have been classified
14 as “nonexempt” employees, afforded the protections of the California Labor Code and
15 applicable IWC Wage Order.

16 20. As a result of misclassifying Plaintiff and other similarly-situated and
17 aggrieved employees as “exempt,” Defendant failed to pay Plaintiff and other similarly-
18 situated and aggrieved employees’ wages for all hours worked, including minimum and
19 overtime wages, failed to provide legally compliant meal and rest periods, failed to provide
20 accurate itemized wage statements, failed to reimburse all necessarily incurred business
21 expenses, and failed to pay all wages due and owed during and upon separation of
22 employment.

23 21. During all, or portions, of the Class Period, Defendants had a consistent policy
24 which did not pay Plaintiff and members of the Plaintiff Class all wages due, including
25 overtime premium wages for hours worked in excess of 8 hours per day and/or 40 hours per
26 week. During all, or portions, of the Class Period, Defendants had a consistent policy of not
27 paying all commissions earned by members of the Plaintiff Class. Similarly, commissions
28 were routinely “clawed back” in violation of the Labor Code. Additionally, commissions were

1 not paid promptly paid when earned by members of the Plaintiff Class. Defendants did not
2 have a commissions agreement that laid out in writing precisely how commissions would be
3 paid.

4 22. During all, or portions, of the Class Period, Defendants had a consistent policy
5 which did not authorize or permit Plaintiff and members of the Plaintiff Class to receive rest
6 periods of at least ten (10) minutes per four (4) hours, or major fraction thereof, worked, and
7 failed to pay such employees one (1) hour of pay at their regular rate of compensation for each
8 workday a rest period was not authorized or permitted, as required by California wage and
9 hour laws.

10 23. Defendants had a consistent policy which did not provide Plaintiff and
11 members of the Plaintiff Class with duty-free meal periods of at least thirty (30) minutes for
12 shifts of five hours or more, which began before the end of the fifth hour of work, and failed
13 to pay such employees one (1) hour of pay at their regular rate of compensation based on the
14 correct regular rate encompassing commission payments when applicable for each workday
15 the meal period was not provided, as required by California wage and hour laws.

16 24. During the Class Period, Defendants had a consistent policy of failing to
17 reimburse Plaintiff and members of the Plaintiff Class for all necessary and reasonable
18 business expenses incurred, in violation of California state wage and hour laws. Plaintiff used
19 her personal cell phone and home internet for work-related duties, including for
20 communicating with customers, without reimbursement for this business expense.

21 25. Defendants have intentionally and willfully failed to provide Plaintiff and
22 members of the Plaintiff Class with complete and accurate wage statements. The deficiencies
23 include, among other things, the failure to list the gross wages earned, net wages earned, and
24 all hours worked. Specifically, Class Members' wage statements automatically state 86.67
25 hours worked for employees paid bi-monthly, but this did not always actually reflect the actual
26 hours worked by those employees. Additionally, Class Members' wage statements did not
27 properly detail how the commissions were calculated.

28 26. During all, or portions, of the Class Period, Defendants had a consistent policy

1 of failing to Plaintiff and members of the Plaintiff Class all wages and commissions due during
2 and upon termination of employment, in violation of California state wage and hour laws.

3 27. On information and belief, Plaintiff alleges that Defendants applied the same
4 policies described above to all other members of the proposed Plaintiff Class. As alleged below,
5 these uniform policies, practices, and procedures violated California's labor laws and
6 constituted unfair, fraudulent, or illegal business practices under Business & Professions Code
7 sections 17200, *et seq.*

8 **IV.**

9 **CLASS ALLEGATIONS**

10 28. Plaintiff brings this action pursuant to California Code of Civil Procedure
11 section 382 on behalf of herself and the Plaintiff and Class Members defined below. The
12 Plaintiff Class is comprised of and defined as:

13 **Plaintiff Class**

14 All current and former commissioned employees who worked for
15 Defendants in the State of California from April 6, 2016 to the date
of trial.¹

16 29. Plaintiff also seeks to certify the following Subclass of employees:

17 **Waiting Time Subclass**

18 All members of the Plaintiff Class who separated their employment
19 from Defendants from three years preceding the filing of this Action
to the date the class is certified.

20 30. Plaintiff also seeks to certify the following Subclass:

21 **Wage Statement Subclass:**

22 All members of the Plaintiff Class who, within one year of the filing
23 of this Action, received one or more itemized wage statement that
24 did not include all wages due and/or the accurate number of hours
worked.

25 31. Members of the Plaintiff Class and Subclasses described above will be
26 collectively referred to as "Class Members." Plaintiff reserves the right to establish other or
27

28 ¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court, Appendix
I, Emergency Rule No. 9.

1 additional subclasses, or modify the Plaintiff Class or Subclasses definition, as appropriate
2 based on investigation, discovery and specific theories of liability.

3 32. There exists a well-defined community of interest among the Plaintiff Class,
4 and the Plaintiff Class is readily ascertainable.

5 33. The members of the Plaintiff Class are so numerous that joinder of all members
6 in a single action would not be feasible or practical, and the amount of individual damages is
7 not large enough to make individual lawsuits by each class member practical or feasible.
8 Plaintiff is informed and believes and based upon such information and belief alleges that
9 there are in excess of 50 members of the Plaintiff Class.

10 34. Plaintiff's claims are typical of the claims of the rest of the Plaintiff Class, and
11 Plaintiff and her counsel will fairly and adequately represent the interests of the Plaintiff Class.

12 35. Common issues of fact and/or law predominate in this action over any
13 allegedly individual issues. Specifically, the following common questions of fact or law
14 predominate and make this action superior to individual actions:

15 (i) whether Plaintiff and the rest of the Plaintiff Class are entitled to
16 recover damages, penalties, and other relief on the grounds that Defendants have used uniform
17 policies, practices, and procedures that have consistently violated California labor laws and
18 regulations and caused Plaintiff and the rest of the Plaintiff Class to suffer the same or similar
19 injuries;

20 (ii) whether Defendants violated Labor Code sections 204 and 210, and
21 sections 3 and 4 of IWC Wage Order 4-2001 by failing to pay wages for all hours worked;

22 (iii) whether Defendants violated Labor Code sections 1182.12, 1194,
23 1194.2, 1197, 1197.1, and 1198, and section 4 of IWC Wage Order 4-2001 by failing to pay
24 minimum wage for all hours worked;

25 (iv) whether Defendants violated Labor Code sections 510, 1194, and 1198,
26 and section 3 of IWC Wage Order by failing to pay overtime compensation;

27 (v) whether Defendants violated Labor Code sections 226.7 and 512, and
28 section 11 of IWC Wage Order 4-2001 by failing to provide meal periods for each five hours

1 worked, and not compensating employees with one hour of pay at the employees' regular rate
2 of compensation for each workday that a meal period was not provided;

3 (vi) whether Defendants violated Labor Code section 226.7 and section 12
4 of IWC Wage Order 4-2001 by failing to provide daily rest periods of ten minutes per four
5 hours or major fraction thereof worked and by failing to compensate employees one hour's
6 wages in lieu of rest periods;

7 (vii) whether Defendants violated Labor Code section 226 and section 7 of
8 IWC Wage Order 4-2001 by failing to provide and maintain timely and accurate itemized
9 wage statements;

10 (viii) whether Defendants violated Labor Code sections 2800 and 2802 by
11 failing to indemnify Plaintiff and members of the Plaintiff Class for all the necessary
12 expenditures or losses incurred in direct consequence of the discharge of their duties, or of
13 their obedience to the directions of their employer;

14 (ix) whether Defendants violated Labor Code sections 201-203 by failing
15 to timely pay Plaintiff and Waiting Time Subclass Members all wages due upon termination
16 or within seventy-two (72) hours of resignation; and

17 (x) whether Defendants' practices constitute unfair, fraudulent, or illegal
18 business practices under Business and Professions Code sections 17200, *et seq.*

19 36. California labor laws under which Plaintiff asserts the following causes of
20 action on behalf of herself and the rest of the Plaintiff Class are broadly remedial in nature.
21 These labor laws serve an important public interest in establishing minimum working
22 conditions and standards in California. They furthermore protect employees from exploitation
23 by employers who may seek to take advantage of their superior economic and bargaining
24 power in setting onerous terms and conditions of employment. The class action mechanism is
25 a particularly efficient and appropriate procedure to redress the injuries alleged herein. If each
26 employee in the Plaintiff Class was required to file an individual action, Defendants would be
27 able to use their superior financial and legal resources to gain an unfair advantage over each
28 individual Class Member. Moreover, requiring each Class Member to pursue an individual

1 action would also discourage the assertion of meritorious causes of action by employees who
2 would likely be disinclined to file such individual actions due to a justifiable fear of retaliation
3 and damage to their careers at subsequent employment.

4 37. In addition, even if feasible, individual actions by each Class Member would
5 create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims
6 of each Class Member against Defendants, that in turn could establish potentially
7 incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect to
8 individual Class Members that would, as a practical matter, be dispositive of the interests of
9 the other Class Members. Furthermore, the claims of each individual Class Member are not
10 sufficiently large enough to make it economically feasible to bring each Class Member's
11 claims on an individual basis.

12 **VI.**

13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

16 **(Violation of Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1,
17 and 1198, and § 4 of IWC Wage Order 4-2001)**

18 38. Plaintiff re-alleges and incorporates herein by this reference each and every
19 allegation set forth in all previous paragraphs of the Complaint.

20 39. Labor Code section 1194(a) states: "Notwithstanding any agreement to work
21 for a lesser wage, any employee receiving less than the legal minimum wage or the legal
22 overtime compensation applicable to the employee is entitled to recover in a civil action the
23 unpaid balance of the full amount of this minimum wage or overtime compensation, including
24 interest thereon, reasonable attorney's fees, and costs of suit."

25 40. Labor Code section 1194.2 states: "In any action under Section 98, 1193.6,
26 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum
27 wage fixed by an order of the commission or by statute, an employee shall be entitled to
28 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
thereon."

1 41. Labor Code section 1194.2 provides for liquidated damages equal to
2 unlawfully unpaid minimum wages, with interest.

3 42. Labor Code section 1197 states: “The minimum wage for employees fixed by
4 the commission is the minimum wage to be paid to employees, and the payment of a less wage
5 than minimum wage so fixed is unlawful.”

6 43. Labor Code section 1197.1 states: “Any employer or other person acting either
7 individually or as an officer, agent, or employee of another person, who pays or causes to be
8 paid to any employee a wage less than the minimum fixed by an order of the commission shall
9 be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee,
10 and any applicable penalties imposed pursuant to Section 203. For any initial violation that is
11 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each
12 pay period for which the employee is underpaid. For each subsequent violation for the same
13 specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
14 period for which the employee is underpaid regardless of whether the initial violation is
15 intentionally committed.”

16 44. Labor Code section 1198 states: “The maximum hours of work and the
17 standard conditions of labor fixed by the commission shall be the maximum hours of work
18 and the standard conditions of labor for employees. The employment of any employee for
19 longer hours than those fixed by the order or under conditions of labor prohibited by the order
20 is unlawful.”

21 45. Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of
22 the applicable Wage Order, an employer may not pay employees less than the applicable
23 minimum wage for all hours worked, and provides that an employer may not pay non-exempt
24 employees less than the applicable overtime rate for all overtime hours worked.

25 46. During the relevant time period, Defendants regularly failed to pay at least
26 minimum wage to Plaintiff and members of the Plaintiff Class for all hours worked pursuant
27 to Labor Code sections 1194 and 1197 due to Defendants’ misclassification of Plaintiff and
28 Class Members as “exempt.”

1 47. Defendants' failure to pay Plaintiff and members of the Plaintiff Class the
2 minimum wage as required violates Labor Code sections 1194 and 1197.

3 48. As a direct result, Plaintiff and members of the Plaintiff Class have suffered
4 and continue to suffer, substantial losses related to the use and enjoyment of such wages,
5 including lost interest on such monies and expenses and attorney's fees in seeking to compel
6 Defendants to fully perform their obligation under state law, all to their respective damage in
7 amounts according to proof at trial and within the jurisdictional limitations of this Court.

8 49. Defendants' unlawful acts deprived Plaintiff and members of the Plaintiff
9 Class Plaintiff seeks to represent of minimum wages in amounts to be determined at trial, and
10 they are entitled to recover these amounts, along with liquidated damages for unpaid regular
11 or minimum wages, interest, attorneys' fees, and costs.

12 50. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount
13 of the unpaid wages resulting from Defendants' minimum wage violations including interest
14 thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the
15 fullest extent permissible including those permitted pursuant to Labor Code sections 218.6,
16 1194, 1194.2, 1197.1, and Code of Civil Procedure section 1021.5. Plaintiff, on behalf of
17 herself and the members of the Plaintiff Class, requests relief as described below.

18 **SECOND CAUSE OF ACTION**
19 **FAILURE TO PAY OVERTIME COMPENSATION**
20 **(Violation of Cal. Labor Code §§ 510, 1194 and 1198, and § 3 of IWC Wage Order 4-2001)**

21 51. Plaintiff re-alleges and incorporates herein by this reference each and every
22 allegation set forth in all previous paragraphs of the Complaint.

23 52. Labor Code section 1198 and the applicable IWC Wage Order provide that it
24 is unlawful to employ persons without compensating them at a rate of pay either one and one-
25 half (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
26 or days worked by the person on a daily or weekly basis.

27 53. Specifically, section 3 of IWC Wage Order 4-2001 provides that Defendants
28 are and were required to pay overtime compensation to Plaintiff and members of the Plaintiff

1 Class at the rate of one and one-half times (1½) their regular rate of pay when working and
2 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
3 workweek and for the first eight (8) hours of work on the seventh day of work in a workweek.

4 54. Section 4 of IWC Wage Order 4-2001 further provide that Defendants are and
5 were required to pay overtime compensation to Plaintiff and members of the Plaintiff Class
6 at a rate of two times their regular rate of pay when working and for all hours worked in excess
7 of twelve (12) hours in a day or in excess of eight (8) hours on the seventh day of work in a
8 workweek.

9 55. Labor Code section 510 codifies the right to overtime compensation at one and
10 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
11 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
12 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
13 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
14 seventh day of work in a workweek.

15 56. Labor Code section 510 and IWC Wage Order 4-2001 provide that
16 employment of more than six days in a workweek is only permissible if the employer pays
17 proper overtime compensation as set forth herein.

18 57. During the relevant time period, Defendants failed to pay Plaintiff and
19 members of the Plaintiff Class overtime wages for all overtime hours worked when Plaintiff
20 and members of the Plaintiff Class worked in excess of eight (8) hours in a day, forty (40)
21 hours in a week and/or for a seventh consecutive day of work in a workweek, or when Plaintiff
22 and members of the Plaintiff Class worked in excess of twelve (12) hours in a day and/or in
23 excess of eight (8) hours on the seventh day of work in a work week due to Defendants'
24 misclassification of Plaintiff and members of the Plaintiff Class as "exempt."

25 58. In violation of state law, Defendants knowingly and willfully refused to
26 perform their obligations and compensate Plaintiff and Class Members for all wages earned
27 and all hours worked.

28 59. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of

1 overtime and double time compensation, as required by California law, violates the provisions
2 of Labor Code sections 510 and 1198, and is therefore unlawful.

3 60. As a direct result, Plaintiff and members of the Plaintiff Class have suffered
4 and continue to suffer substantial losses related to the use and enjoyment of such wages,
5 including lost interest on such monies and expenses and attorney's fees in seeking to compel
6 Defendants to fully perform their obligation under state law, all to their respective damage in
7 amounts according to proof at trial and within the jurisdictional limitations of this Court.

8 61. Defendants' unlawful acts deprived Plaintiff and members of the Plaintiff
9 Class Plaintiff seeks to represent of minimum and/or overtime wages in amounts to be
10 determined at trial, and they are entitled to recover these amounts, along with liquidated
11 damages for unpaid regular or minimum wages, interest, attorneys' fees, and costs.

12 62. Pursuant to Labor Code section 1194, Plaintiff and members of the Plaintiff
13 Class are entitled to recover their unpaid overtime and double time compensation as well as
14 interest, costs, and attorneys' fees.

15 **THIRD CAUSE OF ACTION**
16 **FAILURE TO PROVIDE MEAL PERIODS**
17 **(Violation of Cal. Labor Code §§ 226.7 and 512, and § 11 of IWC Wage Order 4-2001)**

18 63. Plaintiff re-alleges and incorporates herein by this reference each and every
19 allegation set forth in all previous paragraphs of the Complaint.

20 64. Labor Code section 226.7 provides that no employer shall require an employee
21 to work during any meal period mandated by the IWC Wage Orders.

22 65. Section 11 of IWC Wage Order 4-2001 states, "[n]o employer shall employ
23 any person for a work period of more than five (5) hours without a meal period of not less
24 than 30 minutes, except that when a work period of not more than six (6) hours will complete
25 the day's work the meal period may be waived by mutual consent of the employer and the
26 employee."

27 66. Labor Code section 512(a) provides that an employer may not require, cause,
28 or permit an employee to work for a period of more than five (5) hours per day without
providing the employee with an uninterrupted meal period of not less than thirty (30) minutes,

1 except that if the total work period per day of the employee is not more than six (6) hours, the
2 meal period may be waived by mutual consent of both the employer and the employee.

3 67. Labor Code section 512(a) also provides that an employer may not employ an
4 employee for a work period of more than ten (10) hours per day without providing the
5 employee with a second meal period of not less than thirty (30) minutes, except that if the
6 total hours worked is no more than twelve (12) hours, the second meal period may be waived
7 by mutual consent of the employer and the employee only if the first meal period was not
8 waived.

9 68. During the relevant time period, Plaintiff and members of the Plaintiff Class
10 did not receive compliant meal periods for working more than five (5) and/or ten (10) hours
11 per day due to Defendants' misclassification of Plaintiff and members of the Plaintiff
12 Class as "exempt." Furthermore, Defendants failed to inform Plaintiff and members of the
13 Plaintiff Class of their right to meal periods and failed to record meal periods in compliance
14 with California law.

15 69. Labor Code section 226.7(b) and section 11 of IWC Wage Order 4-2001
16 requires an employer to pay an employee one (1) additional hour of pay at the employee's
17 regular rate of compensation for each workday that a compliant meal period is not provided.

18 70. At all relevant times, Defendants failed to pay Plaintiff and members of the
19 Plaintiff Class meal period premiums for their missed meal periods pursuant to Labor Code
20 section 226.7(b) and section 11 of the applicable IWC Wage Order.

21 71. As a result of Defendants' failure to pay Plaintiff and members of the Plaintiff
22 Class an additional hour of pay for each day a compliant meal period was not provided,
23 Plaintiff and Class Members suffered and continue to suffer a loss of wages and
24 compensation. Because Defendants failed to provide meal periods, they are liable to Plaintiff
25 and members of the Plaintiff Class for one hour of additional premium pay at the regular rate
26 of compensation for each workday that the meal periods were not provided, pursuant to Labor
27 Code section 226.7 and IWC Wage Order 4-2001, section 11(B).

28 72. As a direct result of Defendants' violations alleged herein, Plaintiff and

1 members of the Plaintiff Class have suffered and continue to suffer substantial losses related
2 to the use and enjoyment of such wages, including lost interest on such monies and expenses
3 and attorney's fees in seeking to compel Defendants to fully perform their obligation under
4 state law, all to their respective damage in amounts according to proof at trial and within the
5 jurisdictional limitations of this Court.

6 73. Defendants' unlawful acts deprived Plaintiff and members of the Plaintiff
7 Class Plaintiff seeks to represent of premium wages and/or other compensation in amounts to
8 be determined at trial, and they are entitled to recover such amounts, plus interest, attorneys'
9 fees, and costs.

10 74. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount
11 of the unpaid wages resulting from Defendants' meal period violations including interest
12 thereon, reasonable attorney's fees and costs of suit, and penalties to the fullest extent
13 permissible including those permitted pursuant to Labor Code sections 226.7 and 512, and
14 Code of Civil Procedure section 1021.5.

15 75. Plaintiff, on behalf of herself and members of the Plaintiff Class, requests relief
16 as described below.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO PROVIDE REST PERIODS**
19 **(Violation of Cal. Labor Code §§ 226.7, and § 12 of IWC Wage Order 4-2001)**

20 76. Plaintiff re-alleges and incorporates herein by this reference each and every
21 allegation set forth in all previous paragraphs of the Complaint.

22 77. Labor Code section 226.7(a) provides that no employer shall require an
23 employee to work during any rest period mandated by the IWC Wage Orders.

24 78. Section 12 of IWC Wage Order 4-2001 states "every employer shall authorize
25 and permit all employees to take rest periods, which insofar as practicable shall be in the
26 middle of each work period" and the "authorized rest period time shall be based on the total
27 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
28 fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

79. IWC Wage Order 4-2001, section 12(B) states that if an employer fails to

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

4 80. Labor Code 226.7(d) provides that a rest period mandated by state law or IWC
5 Wage Order "shall be counted as hours worked, for which there shall be no deduction from
6 wages."

7 81. During the relevant time period, Plaintiff and members of the Plaintiff Class
8 did not receive a ten (10) minute net rest period for every four (4) hours or major fraction
9 thereof worked due to Defendants' misclassification of Plaintiff and members of the Plaintiff
10 Class as "exempt."

11 82. Labor Code section 226.7(b) and section 12 of the applicable IWC Wage Order
12 requires an employer to pay an employee one additional hour of pay at the employee's regular
13 rate of compensation for each workday that the rest period is not provided.

14 83. At all relevant times, Defendants failed to pay Plaintiff and members of the
15 Plaintiff Class the full rest period premium for missed or interrupted rest periods pursuant to
16 Labor Code section 226.7(b) and section 12 of the applicable IWC Wage Order.

17 84. As a direct result of Defendants' violations alleged herein, Plaintiff and
18 members of the Plaintiff Class have suffered and continue to suffer substantial losses related
19 to the use and enjoyment of such wages, including lost interest on such monies and expenses
20 and attorney's fees in seeking to compel Defendants to fully perform their obligation under
21 state law, all to their respective damage in amounts according to proof at trial and within the
22 jurisdictional limitations of this Court.

23 85. Defendants' unlawful acts deprived Plaintiff and members of the Plaintiff
24 Class Plaintiff seeks to represent of premium wages and/or other compensation in amounts to
25 be determined at trial, and they are entitled to recover such amounts, plus interest, attorneys'
26 fees, and costs.

27 86. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount
28 of the unpaid wages resulting from Defendants' rest period violations including interest

thereon, reasonable attorney's fees and costs of suit, and penalties to the fullest extent permissible including those permitted pursuant to Labor Code section 226.7 and Code of Civil Procedure section 1021.5.

87. Plaintiff, on behalf of herself and members of the Plaintiff Class requests relief as described below.

FIFTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Violation of Cal. Labor Code § 226, and § 7 of IWC Wage Order 4-2001)

88. Plaintiff re-alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint.

89. Labor Code section 226(a) states in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing": (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California."

1 90. IWC Wage Order 4-2001, section 7(A) states in relevant part that the employer
2 shall keep accurate information regarding, “(4) Total wages paid each payroll period,
3 including value of board, lodging, or other compensation actually furnished to the employee;
4 (5) Total hours worked in the payroll period and applicable rates of pay.”

5 91. Defendants have intentionally and willfully failed to provide Plaintiff and
6 members of the Wage Statement Subclass with complete and accurate wage statements. The
7 deficiencies include, among other things, the failure to list the gross wages earned, net wages
8 earned, and all hours worked.

9 92. As a result of Defendants’ violation of California Labor Code section 226(a),
10 Plaintiff and members of the Wage Statement Subclass have suffered injury and damage to
11 their statutorily protected rights. Specifically, Plaintiff and members of the Wage Statement
12 Subclass have been injured by Defendants’ intentional violation of California Labor Code
13 section 226(a) because they were denied both their legal right to receive, and their protected
14 interest in receiving, accurate itemized wage statements under California Labor Code section
15 226(a). In addition, because Defendants failed to provide the accurate rates of pay on wage
16 statements, Defendants have prevented Plaintiff and members of the Wage Statement Subclass
17 from determining if all hours worked were paid at the appropriate rate and the extent of the
18 underpayment. Plaintiff has had to file this lawsuit in order to analyze whether in fact Plaintiff
19 was paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
20 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these
21 costs had Defendants provided the accurate rate of pay. This has also delayed Plaintiff’s ability
22 to demand and recover the underpayment of wages from Defendants.

23 93. Labor Code section 226(e) states: “An employee suffering injury as a result of
24 a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
25 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000),
28 and is entitled to an award of costs and reasonable attorneys’ fees.”

1 94. Labor Code section 226(e)(2)(B) states: “An employee is deemed to suffer
2 injury for purposes of this subdivision if the employer fails to provide accurate and complete
3 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a)
4 and the employee cannot promptly and easily determine from the wage statement alone one
5 or more of the following: (i) The amount of gross wages or net wages paid to the employee
6 during the pay period or any other information required to be provided on the itemized wage
7 statement pursuant to items (2) to (4), inclusive, (6) and (9) of subdivision (a)...” Because
8 Plaintiff’s wage statements did not include, among other things, an accurate accounting of
9 gross wages earned or the accurate total hours worked, she is deemed to have suffered injury.

10 95. Defendants’ violations of California Labor Code section 226(a) prevented
11 Plaintiff and members of the Wage Statement Subclass from knowing, understanding, and
12 disputing the wages paid to them, and resulted in an unjustified economic enrichment to
13 Defendants. As a result of Defendants’ knowing and intentional failure to comply with
14 California Labor Code section 226(a), Plaintiff and members of the Wage Statement Subclass
15 have suffered an injury, the exact amount of damages and/or penalties is all in an amount to
16 be shown according to proof at trial.

17 96. Labor Code section 226(h) states: “An employee may also bring an action for
18 injunctive relief to ensure compliance with this section, and is entitled to an award of costs
19 and reasonable attorney’s fees.”

20 97. Labor Code section 226.3 states, in part: “Any employer who violates
21 subdivision (a) of section 226 shall be subject to a civil penalty in the amount of two hundred
22 fifty dollars (\$250) per employee per violation in an internal citation and one thousand dollars
23 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails
24 to keep the records required in subdivision (a) of Section 226. The civil penalties provided for
25 in this section are in addition to any other penalty provided by law.”

26 98. As a direct result of Defendants’ violations alleged herein, Plaintiff and
27 members of the Wage Statement Subclass have suffered and continue to suffer injury
28 including substantial losses related to the use and enjoyment of such wages, lost interest on

1 such monies and expenses and attorney's fees in seeking to compel Defendants to fully
2 perform their obligations under state law, all to their respective damage in amounts according
3 to proof at trial and within the jurisdictional limitations of this Court.

4 99. Plaintiff seeks to recover in a civil action all remedies including damages,
5 unpaid wages, penalties, attorney's fees and costs, and injunctive relief to the fullest extent
6 permissible including those permitted pursuant to Labor Code sections 226(e) and (h), 226.3,
7 and Code of Civil Procedure section 1021.5.

8 100. Plaintiff, on behalf of herself and the members of the Wage Statement
9 Subclass, request relief as described below.

10 **SIXTH CAUSE OF ACTION**
11 **FAILURE TO REIMBURSE BUSINESS EXPENSES**
12 **(Violation of Labor Code §§ 2800 and 2802)**

13 101. Plaintiff re-alleges and incorporates by this reference each and every allegation
14 set forth in all previous paragraphs of the Complaint.

15 102. Labor Code section 2800 provides, in pertinent part, "[a]n employer shall in
16 all cases indemnify his employee for losses caused by the employer's want of ordinary care."

17 103. Labor Code section 2802 provides, in pertinent part, "[a]n employer shall
18 indemnify his or her employee for all necessary expenditures or losses incurred by the
19 employee in direct consequence of the discharge of his or her duties..."

20 104. Further, Labor Code section 2802 additionally provides, in pertinent part:
21 "(c)...the term 'necessary expenditures or losses shall include all reasonable costs, including
22 but not limited to, attorney's fees incurred by the employee enforcing the rights granted by
23 this section.'"

24 105. California Labor Code section 2804 mandates that this statutory right cannot
25 be waived.

26 106. During the relevant time period, Defendants were required to indemnify and
27 reimburse Plaintiff and members of the Plaintiff Class for all expenditures or losses caused by
28 the employer's want of ordinary care and/or incurred in direct consequent of the discharge of
their duties, but failed to indemnify and reimburse Plaintiff and Class Members. For example,

1 Plaintiff and members of the Plaintiff Class were required to use their personal cellphones and
2 home internet for business-related purposes, including without limitation, to coordinate with
3 clients and other employees, in violation of Labor Codes sections 2800 and 2802.

4 107. As a direct and proximate result, Plaintiff and members of the Plaintiff Class
5 have suffered and continue to suffer substantial losses related to the use and enjoyment of
6 such monies to be reimbursed, lost interest on such monies, and expenses and attorney's fees
7 in seeking to compel Defendants to fully perform their obligations under California law, all
8 to their damage in amounts according to proof at the time of trial.

9 108. Accordingly, Plaintiff and members of the Plaintiff Class are entitled to
10 recover, and hereby seek, an amount equal to incurred necessary expenditures, pre- and post-
11 judgment interest, applicable penalties, attorneys' fees and costs, and any further equitable
12 relief this Court may deem just and proper. See Cal. Lab. Code section 2802; see also, Cal.
13 Civ. Proc. Code section 1021.5.

14 109. Plaintiff, on behalf of herself and members of the Plaintiff Class, requests relief
15 as described below.

16 **SEVENTH CAUSE OF ACTION**
17 **FAILURE TO TIMELY PAY WAGES DUE DURING EMPLOYMENT**
18 **(Violation of Cal. Labor Code §§ 204 and 210, and IWC Wage Order 4-2001)**

19 110. Plaintiff re-alleges and incorporates herein by this reference each and every
20 allegation set forth in all previous paragraphs of the Complaint.

21 111. Labor Code section 204 provides that all wages earned by an employee are due
22 and payable twice during each calendar month.

23 112. Defendants failed to timely pay Plaintiff and Class Members all of their earned
24 wages as required by Labor Code section 204, due to Defendants' misclassification of Plaintiff
25 and Class Members as "exempt."

26 113. Plaintiff and members of the Plaintiff Class have been deprived of their
27 rightfully earned wages as a direct and proximate result of Defendants' failure to pay said
28 compensation. Plaintiff and members of the Plaintiff Class are entitled to recover such
amounts, plus interest thereon, attorney's fees and costs.

114. In addition, Plaintiff and Class Members are entitled to penalties pursuant to Labor Code section 210 as follows: (1) for Defendants' initial violation, \$100 for each failure to pay each Class Member; and (2) for each of Defendants' subsequent violations, or any willful or intentional violation, \$200 for each failure to pay each Class Member, plus 25 percent of the amount unlawfully held.

EIGHTH CAUSE OF ACTION
FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION OF
EMPLOYMENT
(Violation of Labor Code §§ 201, 202 and 203, and IWC Wage Order 4-2001)

115. Plaintiff re-alleges and incorporates by this reference each and every allegation set forth in all previous paragraphs of the Complaint.

116. 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 that if an employee voluntarily leaves his employment, his wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting.

117. During the relevant time period, Defendants willfully failed to pay Plaintiff and Waiting Time Subclass Members all their earned wages upon termination including, but not limited to, proper minimum wages and overtime and doubletime compensation, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

118. Defendants' failure to pay Plaintiff and Waiting Time Subclass Members all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code sections 201 and 202.

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

120. Plaintiff and Waiting Time Subclass Members are entitled to recover from Defendants the statutory penalty which is defined as Plaintiff's and Waiting Time Subclass Members' regular daily wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to Labor Code section 203.

NINTH CAUSE OF ACTION
VIOLATION OF THE UNFAIR COMPETITION LAW
(Business and Professions Code §§ 17200, *et seq.*)

121. Plaintiff re-alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint.

122. California Business and Professions Code sections 17200, *et seq.* prohibit acts of unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice..."

123. A violation of California Business and Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law causing Plaintiff and Class Members to suffer and continue to suffer injuries in fact. As alleged herein, Defendants systematically engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to timely pay all earned wages, minimum wages, failing to pay overtime wages, failing to authorize or permit paid rest breaks, failing to provide meal periods, failing to furnish accurate itemized wage statements, failing to reimburse business expenses, and failing to timely pay final wages due during and upon separation of employment, all in order to decrease their costs of doing business and increase their profits.

124. This cause of action is brought under Business and Professions Code sections 17203 and 17204, commonly called the Unfair Competition Law. Under this cause of action and pursuant to Business and Professions Code section 17208, Plaintiff and all Plaintiff Class Members seek restitution of wages owed and, where applicable, penalties under Labor Code section 203, where such wages were due each of the class members during the Class Period, commencing four (4) years prior to filing of this complaint, according to proof.

125. This cause of action is brought as a cumulative remedy as provided in Business

1 and Professions Code section 17205, and is intended as an alternative remedy for restitution
2 for Plaintiff and each Plaintiff Class Member, for the time period, or any portion thereof,
3 commencing within four (4) years prior to the filing of this complaint, and as the primary
4 remedy for Plaintiff and each member of the Plaintiff Class for the time period of the fourth
5 year prior to the filing of this complaint, as such one-year time period exceeds the statute of
6 limitations on statutory wage claims.

7 126. At all times relevant herein, Defendants intentionally avoided paying Plaintiff
8 and members of the Plaintiff Class wages and monies, thereby creating for Defendants an
9 artificially lower cost of doing business in order to undercut their competitors and establish
10 and/or gain a greater foothold in the marketplace.

11 127. At the time Plaintiff and members of the Plaintiff Class were hired, Defendants
12 knowingly, intentionally, and wrongfully misrepresented to each of them their conformance
13 with the California Labor Code and IWC Wage Orders including proper payments required
14 by law.

15 128. At all relevant times herein, Defendants held themselves out to Plaintiff and
16 members of the Plaintiff Class as being knowledgeable concerning the labor laws of
17 California.

18 129. At all times relevant herein, Plaintiff and members of the Plaintiff Class relied
19 on and believed Defendants' representations concerning their conformance with California's
20 wage and hour laws all to their detriment.

21 130. As a result of Defendants' intentional, willful, purposeful, and wrongful
22 misrepresentation of their conformance with the California Labor Code and IWC Wage
23 Orders, Plaintiff and members of the Plaintiff Class suffered a loss of wages and monies, all
24 in an amount to be shown according to proof at trial. By violating the foregoing statutes and
25 regulations as herein alleged, Defendants' acts constitute unfair and unlawful business
26 practices under California Business and Professions Code sections 17200, *et seq.*

27 131. Defendants' violations of the California Labor Code and IWC Wage Orders
28 and their scheme to lower their payroll costs as alleged herein constitute unlawful business

1 practices because they were done in a systematic manner over a period of time to the detriment
2 of the Plaintiff and members of the Plaintiff Class.

3 132. As a result of the unfair business practices of Defendants, as alleged herein,
4 Plaintiff and members of the Plaintiff Class are entitled to injunctive relief, disgorgement, and
5 restitution in an amount to be shown according to proof at trial.

6 133. Plaintiff and members of the Plaintiff Class seek to enforce important rights
7 affecting the public interest within the meaning of California Code of Civil Procedure section
8 1021.5. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
9 and harmful to members of the Plaintiff Class and to the general public. Based on Defendants'
10 conduct as alleged herein, Plaintiff and members of the Plaintiff Class are entitled to an award
11 of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

12 **NINTH CAUSE OF ACTION**
13 **CIVIL PENALTIES PURSUANT TO THE PAGA**
14 **[Labor Code §§ 2698, *et seq.*]**

15 134. Plaintiff re-alleges and incorporates herein by this reference each and every
16 allegation set forth in all previous paragraphs of the Complaint.

17 135. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
18 provides for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency ("LWDA") or any of its departments, divisions, commissions, boards,
20 agencies or employees for violation of the code may, as an alternative, be recovered through
21 a civil action brought by an aggrieved employee on behalf of himself/herself and other current
22 or former employees pursuant to the procedures specified in Labor Code section 2699.3.

23 136. For all provisions of the Labor Code except those for which a civil penalty is
24 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
25 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
26 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
27 subsequent pay period in which Defendants violated these provisions of the Labor Code.

28 137. Defendants' conduct violates numerous Labor Code sections including, but
not limited to, the following:

1 (a) Violation of Labor Code sections 201, 202, 203, 204, 510, 1194, 1197
2 and 1198 for failure to timely pay all earned wages (including minimum wages and overtime
3 wages) owed to Plaintiff and other aggrieved employees during employment and upon
4 separation of employment as herein alleged;

5 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide
6 meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages
7 for missed meal periods as herein alleged;

8 (c) Violation of Labor Code section 226.7 for failure to permit rest breaks
9 to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest
10 periods as herein alleged;

11 (d) Violation of Labor Code section 226 for failure to provide accurate
12 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

13 (e) Violation of Labor Code sections 1174 and 1174.5 for failure to
14 maintain accurate records; and

15 (f) Violation of Labor Code section 2802 for failure to reimburse all
16 reasonable and necessary business expenses;

17 138. Further, Labor Code section 558(a) provides “any employer or other person
18 acting on behalf of an employer who violates, or causes to be violated, a section of this chapter
19 or any provisions regulating hours and days of work in any order of the IWC shall be subject
20 to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to an amount
22 sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars
23 (\$100) for each underpaid employee for each pay period for which the employee was
24 underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages
25 recovered pursuant to this section shall be paid to the affected employee.” Plaintiff seeks only
26 to recover the civil penalty provided for in section 558(a) for the violations alleged herein and
27 **does not** seek to recover unpaid wages. Labor Code section 558(c) provides “the civil
28 penalties provided for in this section are in addition to any other civil or criminal penalty

1 provided by law.

2 139. As set forth above, Defendants have violated numerous provisions of the Labor
3 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly,
4 Plaintiff seeks the remedies set forth in Labor Code section 558 for herself, the underpaid
5 employees, and the State of California.

6 140. Plaintiff is an “aggrieved employee” because she was employed by the alleged
7 violator and had one or more of the alleged violations committed against them, and therefore
8 is properly suited to represent the interests of all other aggrieved employees.

9 141. Plaintiff has exhausted the procedural requirements under Labor Code section
10 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
11 herself and all other aggrieved employees under the PAGA.

12 142. The PAGA imposes a penalty of one hundred dollars (\$100.00) for each
13 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00)
14 for each aggrieved employee per pay period for each subsequent violation.

15 143. Labor Code section 226.3 provides for civil penalties for violations of Section
16 226. The civil penalty is \$250 for the initial violation and \$1,000 for each subsequent
17 violation.

18 144. Pursuant to Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff is
19 entitled to recover civil penalties, in addition to other remedies, for violations of the Labor
20 Code sections cited above.

21 145. Plaintiff, as a representative of the general public, seeks to recover all Labor
22 Code section 2699(f)(2) civil penalties for each Labor Code violation alleged herein,
23 according to proof, as to those penalties otherwise only available in public agency
24 enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with
25 75% of penalties recovered provided to the LWDA on behalf of the State of California.

26 146. For bringing this action, Plaintiff is entitled to attorney’s fees and costs
27 incurred herein.

28 ///

PRAYER

Plaintiff prays for judgment as follows:

1. That the Court determine this action may be maintained as a class action and Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;

2. For injunctive relief as provided by the Labor Code to the extent permitted by law including, but not limited to, pursuant to Section 226(h), and Business and Professions Code sections 17200, *et seq.*;

3. For restitution as provided by Business and Professions Code sections 17200, *et seq.*;

4. For an order requiring Defendants to restore and disgorge all funds to each affected person acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;

5. For an award of unpaid wages, including minimum and overtime wages, to the extent permissible by law to each affected person;

6. For an award of liquidated damages to the extent permissible by Labor Code section 1194.2;

7. For an award of meal period premium wages equal to one hour of pay at the employee's regular rate of pay for each workday that a meal period was not provided in accordance with Labor Code sections 226.7 and 512, and Section 11 of the applicable IWC Wage Order;

8. For an award of rest period premium wages equal to one hour of pay at the employee's regular rate of pay for each workday that a rest period was not provided in accordance with Labor Code section 226.7 and Section 12 of the applicable IWC Wage Order;

9. For reimbursement of unpaid business expenses, in accordance with Labor Code section 2802;

10. For penalties to the extent permitted pursuant to the Labor Code, and Orders of the Industrial Welfare Commission including, but not limited to penalties under Labor Code

1 section 226(e);

2 11. For an award of waiting time penalties per former employee pursuant to Labor
3 Code section 203(a);

4 12. For an award of penalties incurred under sections 210, 226.3, 226(e), and
5 1174.5 per underpaid employee pursuant to Labor Code sections 210, 226(e), 226.3, and
6 1174.5;

7 13. For an award of liquidated damages to the extent permissible by Labor Code
8 section 1194.2;

9 14. For penalties incurred under Labor Code section 1197.1 for each underpaid
10 employee per pay period for which the employee was underpaid;

11 15. For damages under Labor Code section 558;

12 16. For civil penalties as described above pursuant to the PAGA, 75% of which
13 will be paid to the Labor Workforce Development Agency and 25% of which will be
14 distributed to the aggrieved employees;

15 17. For the Plaintiff to be recognized by the Court as serving as a Representative
16 of the LWDA, that she be deemed an “aggrieved employee” and to proceed in this PAGA
17 Action, and to be awarded some form of enhanced compensation for bringing this action
18 should she prevail and provide benefit to the State of California or other “aggrieved
19 employees,” subject to the Court’s discretion;

20 18. For pre- and post-judgment interest to the extent permitted by law including,
21 but not limited to, Labor Code sections 218.6 and 1194;

22 19. Attorneys’ fees and costs of suit, including expert fees and fees pursuant to
23 California Labor Code sections 226, 1194, 2699.3, and all other applicable state laws
24 including Code of Civil Procedure section 1021.5; and,

25 ///

26 ///

27 ///

28 ///

20. Determine the appropriate remedy to compensate Plaintiff, Plaintiff Class, and Subclass Members, as required to promote fairness and justice, including but not limited to establishing procedures for compensation, and fluid recovery if appropriate.

LEBE LAW, APLC
COHELAN KHOURY & SINGER

Dated: June 30, 2020

By: 
Michael D. Singer
Marta Manus
Attorneys for Plaintiff Jordan Olson,
individually and on behalf of all others
similarly situated

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

LEBE LAW, APLC
COHELAN KHOURY & SINGER

Dated: June 30, 2020

By: 
Michael D. Singer
Marta Manus
Attorneys for Plaintiff Jordan Olson,
individually and on behalf of all others
similarly situated

EXHIBIT 1



☎ (213) 358-7046 🖨 (310) 820-1258 ✉ jon@lebelaw.com 📍 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021

April 21, 2020

Notice Via Online Submission and Fee Via Certified Mail

Department of Industrial Relations, Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
<https://dir.tfaforms.net/128>

Re: Notice by Jordan Olson, on behalf of herself and all similarly-situated aggrieved California employees of Wrike, Inc., as an individual and as a proposed Representative of the State of California

Dear PAGA Administrator:

Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698, et seq. ("PAGA"), Jordan Olson ("Ms. Olson" or "Claimant") intends to bring a civil action against her former employer, Wrike, Inc. ("Defendant" or "Wrike"), individually and on behalf of all other similarly-aggrieved employees. This letter serves as Claimant's written notice pursuant to Labor Code section 2699.3(a)(1)(A) providing the Labor and Workforce Development Agency (hereafter "LWDA") the opportunity to investigate the alleged claims contained herein.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of herself and all other aggrieved employees of the Defendant, and shall seek civil penalties under the PAGA on behalf of herself and all other aggrieved employees in the State of California. A copy of this notice is being sent to Defendant by certified mail at the address below.

FACTUAL STATEMENT

Wrike is based out of San Jose, California and provides software management tools to businesses. Ms. Olson worked as an Outbound Account Executive and an Enterprise Account Executive for Wrike from approximately November of 2018 through April 1, 2020. During her employment, Ms. Olson and other salespeople were classified as "exempt" employees and were compensated on a salary plus commissions basis. Claimant

and other aggrieved employees regularly worked more than eight (8) hours in a workday and/or forty (40) hours in a workweek. Certain commissioned inside sales employees may be exempt from overtime pay in California if the employee earns more than one-and-a-half times the minimum wage each workweek, and more than half of the employee's compensation represents commission earnings. (See *Peabody v. Time Warner Cable, Inc.*, (2014) 59 Cal.4th 662.) However, Claimant and other aggrieved employees did not earn more than half of their compensation in commission earnings. As such, they do not meet the requirements to be classified as exempt under the commissioned salesperson/inside salesperson exemption and should have been classified as "non-exempt" employees, afforded the protections of the California Labor Code and applicable IWC Wage Order.

As a result of misclassifying Claimant and other aggrieved employees as "exempt," Defendant failed to pay Claimant and other aggrieved employees' wages for all hours worked, including overtime premium wages, failed to provide legally compliant meal and rest periods, failed to provide accurate itemized wage statements, failed to reimburse all necessarily incurred business expenses, and failed to pay all wages due and owed during and upon separation of employment. The failure of Defendant to pay employees overtime premium wages for all hours worked in excess of 8 hours per day and/or 40 hours per week, its failure to provide meal and rest periods, failure to reimburse for business expenses, and failure to provide accurate itemized wage statements, establishes the right to recover civil penalties as set forth in the Labor Code. California Labor Code sections 201-203, 204, 218.5, 223, 226, 226.3, 226.7, 256, 510, 558, 558.1, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1198, 2802, and 2699. The applicable provisions of the Labor Code and Industrial Welfare Commission (IWC) Wage Order are described below.

FAILURE TO PAY OVERTIME WAGES

(Labor Code §§ 226.2, 510, 1194, and 1198, and the "Hours and Days of Work" Sections of the Applicable IWC Wage Order.)

Labor Code section 510 provides in pertinent part: "Eight hours of labor constitutes a day's work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Labor Code section 1194(a) states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 1198 states: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the

standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Pursuant to the "Hours & Days of Work" Section of the applicable IWC Wage Order, an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

Despite the fact that Claimant and other aggrieved employees regularly worked overtime hours, they were not paid overtime premium wages because Defendant misclassified them as exempt from California's overtime requirements as detailed above. Claimant intends to pursue remedies pursuant to the PAGA for the alleged violation on behalf of himself and all other aggrieved employees in the state of California.

FAILURE TO PROVIDE MEAL AND REST PERIODS

(Labor Code §§ 226.2, 510, 1194, 1195.5, and 1198, and the “Hours and Days of Work” Section of the Applicable IWC Wage Order)

Labor Code section 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes" Labor Code section 226.7(a) states that "no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

The "Rest Period" Section of applicable IWC Wage Order states, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation of each workday that the rest period is not provided.

During Claimant's employment, Defendant failed to provide Claimant and other aggrieved employees with off-duty meal periods and duty-free rest periods as required by Labor Code sections 226. 7 and 512, and sections 11 and 12 of the applicable IWC Wage Order due to Defendant's misclassification of said employees as “exempt.” Furthermore, Defendant failed to pay one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal and/or rest period was not provided, in accordance with California law.

Labor Code section 226.7(c) states: "[I]f an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the IWC, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Claimant intends to pursue remedies pursuant to the PAGA for the alleged violations on behalf of herself and all other aggrieved employees in the state of California.

FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE STATEMENTS

(Labor Code § 226 and the "Records" Section of the applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . .; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

"An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00), and is entitled to an award of costs and reasonable attorney's fees."

Due to Defendant's failure to pay all wages, the itemized wage statements provided by Defendant to Claimant and other aggrieved employees were inaccurate. Furthermore, as an independent violation, Defendant failed to identify the accurate total hours worked on each wage statement as it routinely identified employees as having worked "86.67" total hours during each pay period rather than the actual total hours worked. Consequently, Defendant is liable to Claimant and other aggrieved employees. Claimant intends to pursue remedies pursuant to the PAGA for the alleged violation on behalf of herself and all other aggrieved employees in the state of California.

**FAILURE TO TIMELY PAY WAGES DURING
AND UPON TERMINATION OF EMPLOYMENT**

(Labor Code §§ 201, 202, 203, 204, 256, 1198, and 2699, and the "Minimum Wages" Section of the Applicable Wage Order)

Labor Code section 204(a) states, in pertinent part, "All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the Employer as the regular paydays." The "Minimum Wages" Section of the applicable Wage Order further states "every Employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period."

Labor Code section 201 states: "If an Employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202 states "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous 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."

Labor Code section 203(a) states, in relevant part: "If an Employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, 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 therefore is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents herself or herself to avoid payment to his or her, or who refuses to receive the payment when fully tendered to his or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment."

Labor Code section 256 states: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days of pay as waiting time under the terms of Section 203."

As detailed above, Defendant failed to timely pay Claimant and similarly-aggrieved employees all wages due and owing during and upon termination of employment. Defendant willfully failed to pay all wages when required by Sections 201 and 202 of the Labor Code. Therefore, Defendant owes penalties to all affected employees, including Claimant. Claimant intends to pursue remedies pursuant to the PAGA for the alleged violations on behalf of herself and all other aggrieved employees in the state of California.

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

California Labor Code section 2802(a) states: "An Employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Labor Code section 2802(b) states: "All awards made by a Court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss." The exact amount of interest is in an amount to be proven at time of trial.

Furthermore, Labor Code section 2802(c) states: "For the purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including,

but not limited to, attorney's fees incurred by the employee in enforcing the rights granted by this section."

Defendant failed to fulfill these obligations when they failed to reimburse Claimant and other aggrieved employees for all costs and expenses they incurred while working for Defendant, including but not limited to, cell phone and home-internet costs incurred in the discharge of their duties for Defendant.

Claimant will pursue all remedies, including recovery of wages, interest, attorneys' fees and costs, penalties and those provided by the PAGA, to the extent allowed by law on behalf of herself and other similarly-aggrieved employees.

**CIVIL PENALTIES FOR VIOLATION OF
LABOR CODE AND IWC WAGE ORDERS**
(Labor Code §§ 558, 558.1, and 1197.1)

Labor Code section 558 subjects any Employer or other person acting on behalf of an Employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: "Any Employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the Employer for such violation."

As set forth above, Defendant was the employer, or other person acting on behalf the employer, and violated, or caused to be violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 203, 226, 226.7, 1197, 1197.1, 1194, 1194.5, 510, 512, and 1198 and caused the employees to be underpaid wages as set forth by the Labor Code and by the IWC Wage Order. As a result, Defendant is liable for civil penalties under Labor Code sections 558, and 558.1.

DUTIES OF EMPLOYER
(Labor Code §§ 1174, 1174.5, 1175, and 1198, and the Applicable Wage Order)

Labor Code section 1174 describes certain duties of every Employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. Employers violated this requirement by their failure to accurately record employee hours worked and/or paid. Labor Code section 1174.5 imposes a civil penalty of \$500 for an Employer's failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section

1174(d). Furthermore, Claimant and all other aggrieved current and former employees are entitled to collect 25% of the penalty imposed pursuant to Section 2699.

Claimant will pursue all remedies on behalf of herself and other current and former aggrieved employees, including recovery of attorney's fees, costs, damages and penalties to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES
(Labor Code §§ 218.6, 226(e), 1194, 1194.2, 2699, et seq., and 2802)

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, et seq. give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code sections 2699, et seq., aggrieved employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Accordingly, Defendant is liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, costs and attorney's fees and will continue to incur costs as a result of Defendant's unlawful actions.

CONCLUSION

Ms. Olson requests the LWDA initiate enforcement for the violations described above. If the LWDA does not pursue enforcement, Ms. Olson will pursue claims for statutory penalties and will seek all remedies available for violations of the Labor Code and the applicable Industrial Welfare Commission Wage Order, including all available penalties set forth in Labor Code section 2699(f).

Sincerely,



Jonathan M. Lebe, Esq.
Attorney for Jordan Olson,
Individually and on behalf of Aggrieved Employees

Copied by Certified Mail:

Wrike, Inc.
70 N. 2nd Street,
San Jose, CA 95113

Incorp Services, Inc.
5716 Corsa Ave, Suite 110,
Westlake Village, CA 91362-7354