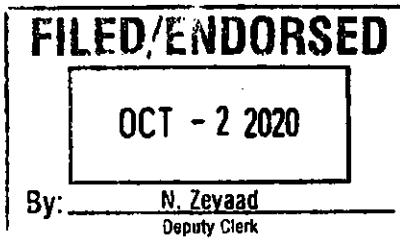


FILED BY FAX

1 Galen Shimoda (Cal. State Bar No. 226752)
2 Justin Rodriguez (Cal. State Bar No. 278275)
3 Brittany V. Berzin (Cal. State Bar No. 325121)
4 Shimoda Law Corp.
5 9401 East Stockton Blvd., Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733



9 Attorneys for Plaintiffs PHIL WASHINGTON and JONATHAN SANCHEZ
10 on behalf of themselves and similarly situated employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

13 **PHIL WASHINGTON and**
14 **JONATHAN SANCHEZ, individually**
15 **and on behalf of all others similarly**
16 **situated,**

17 **Plaintiffs,**

18 **vs.**

19 **KATERRA, INC., a Delaware**
20 **Corporation; and**
21 **DOES 1 to 100, inclusive,**

22 **Defendants.**

Case No. 34-2020-00278086

CLASS ACTION

**PLAINTIFFS' FIRST AMENDED COMPLAINT
FOR DAMAGES:**

1. Failure to Pay Overtime Wages
2. Meal Period Violations
3. Rest Period Violation
4. Wage Statement Violations
5. Waiting Time Penalties
6. Unfair Competition
7. Failure to Reimburse Expenses
8. Failure to Pay Minimum Wages
9. Private Attorneys General Act

JURY TRIAL DEMANDED

23 Plaintiffs PHIL WASHINGTON and JONATHAN SANCHEZ ("Plaintiffs") hereby file this
24 Complaint against Defendants KATERRA, INC., a Delaware Corporation, and DOES 1 to 100
25 (hereinafter collectively referred to as "Defendants"). Plaintiffs are informed and believe, and on the
26 basis of that information and belief, allege as follows:

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[illegible][illegible]

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1 7. Defendants, and each of them, are now and or at all times mentioned in this Complaint
2 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

3 8. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,
4 wrongs, complaints, injuries and/or damages alleged in this Complaint.

5 **JURISDICTION AND VENUE**

6 9. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
7 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
8 Labor Code, California Business and Professions Code, and Wage Order No. 16-200.

9 10. Venue is proper pursuant to Civil Procedure Code sections 395(a) and 395.5, in that some
10 of the wrongful acts and violations of law asserted herein occurred within Sacramento County and
11 Defendants' obligation to pay some of the wages at issue arose in Sacramento County pursuant to
12 *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

13 11. Plaintiffs sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
14 claims set forth in this Complaint against Defendants as Private Attorney Generals on behalf of
15 themselves and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiffs
16 gave written notice via online submission to the Labor and Workforce Development Agency ("LWDA")
17 on approximately April 14, 2020. Plaintiffs provided facts and legal bases for their claims within the
18 notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action.
19 Plaintiffs submitted the \$75.00 filing fee. The April 14, 2020 notice was also sent via certified mail to
20 Defendants on the same day. Plaintiffs are informed and believe, that to date, the LWDA has not
21 provided any response to Plaintiffs' notice correspondence. Accordingly, Plaintiffs are informed and
22 believe that they have exhausted all administrative remedied pursuant to the Private Attorneys General
23 Act and may bring this action on behalf of themselves and all similarly situated employees. *See Cal.*
24 *Labor Code § 2699.3(a)(2)(A), (c)(3); Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383
25 n.18, 385 n.19 (2005).

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1 **CLASS ALLEGATIONS**

2 12. Plaintiffs bring the First through Eighth Causes of Action on behalf of themselves and all
3 others similarly situated as a class action pursuant to California Code of Civil Procedure § 382. The
4 class which Plaintiffs seek to represent is composed of, and defined, as follows:

5 All current or former non-exempt, hourly employees who performed work
6 for Defendants in California from May 6, 2016 to the present.

7 13. This action may be maintained as a class action because there is a well-defined
8 community of interests in the litigation and the proposed class is easily ascertainable.

9 14. Numerosity: The Plaintiff Class is so numerous that the individual joinder of all members
10 is impracticable. While the exact number of class members is unknown to Plaintiffs at this time,
11 Plaintiffs are informed and believes that more than approximately fifty (50) individuals were subjected
12 to the practices outlined in this Complaint relating to the First through Eighth Causes of Action.

13 15. Common Questions Predominate: Common questions of law and fact exist as to all
14 members of the Plaintiff Class and predominate over questions that affect only individual class
15 members. These common questions of law and fact include, without limitation, the following:

- 16 (1) Whether Defendants had a policy and/or practice in place to calculate the Plaintiff
17 Class' regular rates of pay taking into account all per diem wages;
- 18 (2) Whether Defendants authorized and permitted to Plaintiff Class to take a second meal
19 period when they worked shifts longer than ten hours;
- 20 (3) Whether Defendants had a policy and/or practice in place to calculate the Plaintiff
21 Class' overtime rates of pay taking into account all per diem wages;
- 22 (4) Whether Defendants had a policy and/or practice in place to calculate the Plaintiff
23 Class' sick leave pay rates of pay taking into account all per diem wages;
- 24 (5) Whether Defendants authorized and permitted to Plaintiff Class to take a third rest
25 period when they worked shifts longer than ten hours;
- 26 (6) Whether as a result of Defendants' payroll policies, or lack thereof, they failed to pay
27 the Plaintiff Class overtime wages for all hours worked in excess of eight (8) hours in
28 a day;

- 1 (7) Whether as a result of Defendants' payroll policies, or lack thereof, they failed to pay
2 the Plaintiff Class overtime wages for all hours worked in excess of forty (40) hours
3 in a week;
- 4 (8) Whether as a result of Defendants' payroll policies, or lack thereof, the Plaintiff Class
5 were given paystubs that did not comply with California Labor Code section 226;
- 6 (9) Whether as a result of Defendants' payroll policies, or a lack thereof, the Plaintiff
7 Class received all wages, due and owing, at the time of their termination/separation;
- 8 (10) Whether Defendants had a policy and/or practice to reimburse the Plaintiff Class for
9 expenses they incurred;
- 10 (11) Whether Defendants had a policy and/or practice to pay the Plaintiff Class all
11 minimum wages;
- 12 (12) Whether Defendants had a policy and/or practice to round the Plaintiff Class' hours
13 worked that was not neutral on its face or as applied.

14 16. Typicality: Plaintiffs' claims are typical of the claims for the members of the Plaintiff
15 Class. Plaintiffs and all members of the Plaintiff Class were non-exempt, hourly employees who
16 were not compensated for at least the minimum wage for all hours worked, including, but not limited
17 to, off the clock work, meal and rest period premiums, overtime and double time premiums, and paid
18 sick time as a result of Defendants rounding policy and practice and failing to take into account all
19 per diem wages when calculating Plaintiffs' and similarly situated employees' regular rates of pay.
20 Plaintiffs and the Plaintiff Class were also not reimbursed for their expenses. Additionally, as a
21 result of Defendants' inaccurate calculations and compensation, Plaintiffs and the Plaintiff Class
22 were not provided legally compliant paystubs and did not receive all wages due to them upon their
23 separation or termination.

24 17. Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of
25 the Plaintiff Class. Plaintiffs have no interests which are adverse to those of absent class members.
26 Additionally, Plaintiffs have retained counsel who has substantial experience in complex civil
27 litigation and employment law matters.
28

1 18. **Superiority:** A class action is superior to other available means for the fair and
2 efficient adjudication of the controversy as there is no plain, speedy, or adequate remedy other than
3 by maintenance of this class action. The critical issues in the First through Eighth Causes of Action
4 revolve around the legal requirement to pay employees for all regular, overtime, and double time
5 hours worked, reimbursing expenses incurred, and meal and rest period premiums. All other issues
6 in the First through Eighth Causes of Action in this case, e.g. wage statement violations, waiting time
7 penalties, and unfair competition derive from this requirement. Failure to maintain this suit as a class
8 action would result in multiple suits involving the same legal analysis and factual scenarios.
9 Furthermore, the damages suffered by each individual member of the class may be relatively small,
10 the expenses and burden of individual litigation relatively high, and such costs may make it difficult
11 or impossible for individual members of the class to redress the wrongs done to them.

12 19. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
13 management of this action that would preclude its maintenance as a class action.

14 **FACTUAL ALLEGATIONS**

15 20. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 19 as though fully
16 set forth herein.

17 21. Plaintiff Phil Washington worked for Defendants from approximately May 1, 2017 to
18 March 20, 2020 as non-exempt, hourly employee. Plaintiff Jonathan Sanchez worked for Defendants
19 from approximately August 6, 2019 to March 20, 2020. Plaintiffs and similarly situated employees
20 regularly worked over eight (8) hours in a day or forty (40) hours in a week, incurring overtime and
21 double time hours worked. Defendants required Plaintiffs and similarly situated employees to use their
22 personal cell phones to clock in and out using Defendants' app as well as communicate with the office
23 when working at a client job site. Defendants paid Plaintiffs and similarly situated employees per diem
24 wages for work performed out of town (i.e., outside of a particular geographical area), but failed to
25 incorporate the value of those per diem wages into Plaintiffs' and similarly situated employees' regular
26 rates of pay for the purpose of calculating overtime and double time wages and paid sick time.

27 22. Defendants had a rounding policy that applied to Plaintiffs and similarly situated
28 employees that was not neutral on its face or as applied. Defendants' rounding policy resulted in

1 Plaintiffs and similarly situated employees being systematically underpaid their wages. Furthermore,
2 Defendants did not pay Plaintiffs and similarly situated employees for off the clock work, including, but
3 not limited to, time spent driving to the first job site or back from the last job site despite maintaining
4 control over Plaintiffs and similarly situated employees. As a result, Defendants failed to pay Plaintiffs
5 and similarly situated employees all overtime, double time, and minimum wages owed to them.

6 23. Defendants also failed to authorize and permit Plaintiffs and similarly situated employees
7 to timely take all uninterrupted thirty (30) minute meal periods and ten (10) minute rest periods they
8 were entitled to under California law as a result of inadequately training and informing employees
9 regarding their rights to timely uninterrupted rest and meal periods and to premium pay; requiring
10 Plaintiffs and similarly situated employees to remain on site for any meal and rest periods; failing to
11 allow Plaintiffs and similarly situated employees to take timely rest and meal periods due to inadequate
12 staffing; management's failure to enforce company rest and meal period policies; and failing to
13 authorize or permit second meal periods and third rest periods when they worked over ten hours in one
14 shift. Defendants failed to maintain records of the total daily hours worked including time clocked for
15 any meal periods. Defendants failed to pay Plaintiffs and similarly situated employees missed meal and
16 rest period premiums owed to them.

17 24. Defendants failed to provide Plaintiffs and similarly situated employees with legally
18 compliant paystubs. The paystubs Defendants issued did not itemize the accurate regular, overtime, or
19 double time rates of pay, accurate missed meal and rest period premiums owed, accurate total hours
20 worked, and gross and net wages earned. As a result, Plaintiffs and similarly situated employees were
21 not able to determine the total wages owed to them from their paystubs alone.

22 25. As a result of Defendants' policies, at the time of their termination or separation,
23 Plaintiffs and similarly situated employees had amounts for overtime, double time, sick leave pay, and
24 meal and rest period premiums owing to them.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY OVERTIME WAGES**
4 **(As to all Defendants)**

5 26. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 25 as though fully
6 set forth herein.

7 27. During the period Plaintiffs and similarly situated employees were employed by
8 Defendants, Defendants were required to compensate them one and one-half (1½) times the regular rate
9 of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two
10 (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. See, e.g., Cal.
Labor Code §§ 510, 1194.

11 28. Plaintiffs and similarly situated employees frequently worked in excess of eight (8) hours
12 per day and/or forty (40) hours per week while employed by Defendants; however, Defendants
13 incorrectly calculated Plaintiffs' and similarly situated employees' regular and overtime pay, wholly
14 failing to pay the value of overtime wages attributable to the additional per diem wages Plaintiffs and
15 similarly situated employees were paid. This resulted in Defendants not compensating Plaintiffs and
16 similarly situated employees for all overtime premiums owed.

17 29. Plaintiffs and similarly situated employees were non-exempt employees under the
18 administrative, executive, or professional exemptions, the applicable Wage Order, and California Labor
19 Code section 510.

20 30. Defendants' conduct described herein violates California Labor Code sections 510, 1194,
21 and Wage Order No. 16. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
22 employees have been damaged and deprived of overtime wages. Plaintiffs and similarly situated
23 employees now seek these wages, as well as attorney's fees and costs and interest pursuant to California
24 Labor Code section 1194.

25 **SECOND CAUSE OF ACTION**
26 **FAILURE TO PROVIDE MEAL PERIODS OR PAYMENT IN LIEU THEREOF**
27 **(As to all Defendants)**

28 31. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 30 as though fully
set forth herein.

1 compensation for each rest period not provided, as a wage, from three (3) years of the filing of this
2 Complaint. See Cal. Lab. Code § 226.7; IWC Wage Order 16-2001 § 11(B)

3 42. Plaintiffs and similarly situated employees suffered damages proximately caused by
4 Defendants, and each of their agent's, as stated in the section below entitled "DAMAGES," which is
5 incorporated here to the extent pertinent as if set forth here in full.

6 **FOURTH CAUSE OF ACTION**
7 **WAGE STATEMENT VIOLATIONS**
8 **(As to all Defendants)**

9 43. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 42 as though fully
10 set forth herein.

11 44. According to Labor Code section 226(a), an employer must provide an itemized
12 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

13 *(1) gross wages earned, (2) total hours worked by the employee, except for*
14 *any employee whose compensation is solely based on a salary and who is*
15 *exempt from payment of overtime under subdivision (a) of Section 515 or*
16 *any applicable order of the Industrial Welfare Commission, (3) the number*
17 *of piece-rate units earned and any applicable piece rate if the employee is*
18 *paid on a piece-rate basis, (4) all deductions, provided that all deductions*
19 *made on written orders of the employee may be aggregated and shown as*
20 *one item, (5) net wages earned, (6) the inclusive dates of the period for*
21 *which the employee is paid, (7) the name of the employee and the last four*
22 *digits of his or her social security number or an employee identification*
23 *number other than a social security number, (8) the name and address of*
24 *the legal entity that is the employer and, if the employer is a farm labor*
25 *contractor, as defined in subdivision (b) of Section 1682, the name and*
26 *address of the legal entity that secured the services of the employer, and (9)*
27 *all applicable hourly rates in effect during the pay period and the*
28 *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

45. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an
itemized statement or failed to provide an accurate and complete itemized statement showing the
requirements set forth in Labor Code section 226(a). Specifically, Defendants did not accurately
itemize total hours worked, all applicable hourly rates, missed meal and rest period premiums,
correct sick leave pay rates or the corresponding number of hours worked at each hourly rate. As a
result, Plaintiffs and similarly situated employees were not able to promptly and easily determine

1 their total hours worked from their paystubs alone. Additionally, Plaintiffs and similarly situated
2 employees suffered confusion over whether they received all wages owed and were prevented from
3 effectively challenging information on their wage statements.

4 46. As a proximate cause of Defendants' failure to provide accurate statements, Plaintiffs
5 and similarly situated employees were damaged as stated in the section below entitled
6 "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

7 **FIFTH CAUSE OF ACTION**
8 **WAITING TIME PENALTIES**
9 **(As to all Defendants)**

10 47. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 46 as though fully
11 set forth herein.

12 48. An employer must pay an employee who is terminated all unpaid wages immediately
13 upon termination. Labor Code § 201.

14 49. An employer must pay an employee who resigns all unpaid wages within seventy-two
15 (72) hours of resignation. Labor Code § 202.

16 50. Plaintiffs and similarly situated employees did not receive all minimum and overtime
17 wages, meal and rest premiums, and sick leave pay owed to them at their separation or termination.

18 51. An employer who willfully fails to pay an employee wages in accordance with Labor
19 Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days.
20 Labor Code § 203.

21 52. Defendants knew of their obligation to pay Plaintiffs and similarly situated individuals
22 for all hours worked, including minimum and overtime wages, sick leave pay, and meal and rest period
23 premiums because their time and pay records showed that these wages were being earned but were not
24 being compensated or not being compensated correctly due to the failure to correctly calculate the
25 regular rate of pay. Thus, Defendants' failure to pay for all hours worked was in complete disregard of
26 their obligations. Such conduct shows Defendants' knowledge of its obligation to pay all wages owed
27 upon termination and willful refusal.

28 53. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
have been damaged and deprived of their wages and thereby seek waiting time penalties due.

1 **SIXTH CAUSE OF ACTION**
2 **UNFAIR COMPETITION**
3 **(As to all Defendants)**

4 54. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 53 as though fully
5 set forth herein.

6 55. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
7 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
8 (commencing with section 17500) of Part 3 of Division 7 of the Business and Professions Code.
9 Business and Professions Code § 17200.

10 56. Plaintiffs are informed and believe and thereon allege that Defendants did not pay
11 Plaintiff and similarly situated employees all wages owed, including meal and rest period premiums,
12 minimum, overtime, and double time wages, reimbursement for expenses, and sick leave pay in
13 violation of California Labor Code sections 246, 226.7, 510, 512 and 1194, 2802, and Wage Order No.
14 16.

15 57. Plaintiffs are also informed and believe and thereon allege that such actions and/or
16 conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and
17 Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th
18 163 (2000).

19 58. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
20 UCL (including B&P Code § 17203), Plaintiffs and similarly situated employees are entitled to
21 restitution as a result of Defendants' unfair business practices, including, but not limited to, interest and
22 penalties pursuant to B&P §§ 17203, 17208, for the violations of Labor Code sections 246, 226.7, 510,
23 512, 1194 and Wage Order No. 16.

24 **SEVENTH CAUSE OF ACTION**
25 **FAILURE TO REIMBURSE EXPENSES**
26 **(As to all Defendants)**

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

60. Labor Code section 2802(a) states that "An employer shall indemnify his or her
employee for all necessary expenditures or losses incurred by the employee in direct consequence of the

1 discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
2 unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

3 61. Plaintiff and similarly situated employees used their personal cell phones for work
4 purposes but did not receive all reimbursement due for such use.

5 62. Defendants' conduct described herein violated California Labor Code section 2802. As a
6 proximate result of Defendants' conduct, Plaintiff have been damaged as stated in the section below
7 titled "DAMAGES."

8 **EIGHTH CAUSE OF ACTION**
9 **FAILURE TO PAY MINIMUM WAGES**
10 **(As to all Defendants)**

11 63. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 63 as though fully
12 set forth herein.

13 64. For the three (3) years preceding the filing of this Complaint, Defendants were required
14 to compensate Plaintiffs and similarly situated employees with at least the State's minimum wage at the
15 time of \$10.00 per hour for all time worked from January 1, 2016 to December 31, 2016, \$10.50 per
16 hour from January 1, 2017 to December 31, 2017, \$11.00 per hour from January 1, 2018 to December
17 31, 2018, \$12.00 per hour from January 1, 2019 to December 31, 2019, and \$13.00 per hour from
18 January 1, 2020 to the present. *See, e.g.,* MW Order -2014; MW Order-2017; MW Order-2019; Labor
19 Code § 1194.

20 65. Defendants failed to pay Plaintiffs and similarly situated employees for all hours worked
21 due to their unlawful rounding policy and practice.

22 66. Plaintiffs and similarly situated employees were not exempt to the State's Minimum
23 Wage Orders. Defendants were aware of their obligation to pay Plaintiffs and similarly situated
24 employees minimum wages but failed to do so.

25 67. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
27 the extent pertinent as if set forth here in full.

28 //

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

68. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 67 as though fully set forth herein.

69. Plaintiffs have alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with him and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 16, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 16, §§ 10(A) and 10(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 16, § 11(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 246 *et seq.* (Failure to Provide Paid Sick Leave)

70. Plaintiffs seek civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

71. Plaintiffs seek these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE, Plaintiffs request relief as follows:

1. A Jury trial;
2. As to the First Cause of Action:

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- a. Wages in an amount proven at trial;
- b. Interest for the wages due pursuant to Labor Code section 1194;
- c. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 1194;
- 3. As to the Second and Third Causes of Action:
 - a. For wages in an amount proven at trial;
 - b. For attorney's fees and costs and interest pursuant to Labor Code sections 218.5 and 218.6, and California Code of Civil Procedure section 1021.5;
- 4. As to the Fourth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which the violation occurred and one hundred dollars (\$100) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000);
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);
- 5. As to the Seventh Cause of Action:
 - a. \$250,000;
 - b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 6. As to the Eighth Cause of Action:
 - a. Wages in an amount proven at trial;
 - b. Interest for the wages due pursuant to Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 1194;
- 7. As to the Ninth Cause of Action:
 - a. For civil penalties as provided for in the Labor Code for each enumerated violation;

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- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

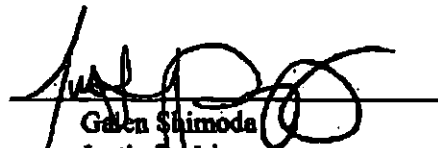
8. As to All Causes of Action:

- a. For other such relief as this Court may deem just and proper;
- b. Attorney's fees as provided by law; and
- c. Interest as provided by law.

Dated: September 3, 2020

Shimoda Law Corp.

By:



Galen Shimoda
Justin Rodriguez
Brittany V. Berzin
Attorneys for Plaintiffs

1 *Washington, et al. v. Kattera, Inc., et al.*
2 Sacramento Superior Court, Case No. 34-2020-00278086

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Rylee K. Fonseca, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On October 2, 2020, I served the following documents on the party below:

- 9 • Plaintiffs' First Amended Complaint For Damages

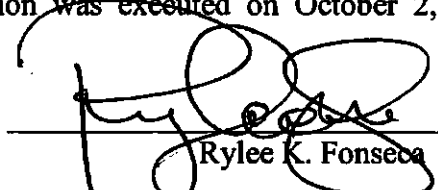
10 Laura E. Hayward (SBN: 204014) 11 Michael J. Hui (SBN: 273212) 12 Littler Mendelson, P.C. 13 333 Bush Street, 34 th Floor 14 San Francisco, CA 94104 15 Phone: (415) 433-1940 16 Fax: (415) 399-8490 17 Email: lhayward@littler.com 18 mhui@littler.com	
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19 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
20 processing of correspondence for mailing with the United States Postal Service
21 and that each day's mail is deposited with the United States Postal Service that
22 same day in the ordinary course of business. On the date set forth above, I served
23 the aforementioned document(s) on the parties in said action by placing a true
24 copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for
25 collection and mailing on this date, following ordinary business practices, at Elk
26 Grove, California, addressed as set forth above.

27 [] [By Personal Service] By personally delivering a true copy thereof to the office
28 of the addressee above.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service: UPS.

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct, and that this declaration was executed on October 2, 2020, at Elk Grove,
California.


Rylee K. Fonseca

RECEIVED
FELONY DROP BOX
OCT 1 1999
2000 OCT -2 PM 1:44
EDSSC COURT HOUSE
SUPERIOR COURT
SACRAMENTO COUNTY
SACRAMENTO