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ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 07 2020

Sherri R. Carter, Executive Officer/Clerk of Court

By: Tanya Herrera, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JEANETTE JUSTON, as an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

SOSI SERVICES LLC, a Delaware Limited
Liability Company; and DOES 1 through 100,

Defendants.

Case No. 20STCV16867

CLASS ACTION COMPLAINT:

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **REST PERIOD VIOLATIONS**
(LABOR CODE § 226.7, 516, 558);
- (3) **WAGE STATEMENT**
VIOLATIONS (LABOR CODE §
226, *et seq.*);
- (4) **FAILURE TO INDEMNIFY ALL**
NECESSARY BUSINESS
EXPENDITURES (LABOR CODE §
2802);
- (5) **UNFAIR COMPETITION** (BUS &
PROF CODE § 17200 *et seq.*).
- (6) **CIVIL PENALTIES UNDER THE**
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

1 Plaintiff Jeanette Juston (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendant Sosi Services LLC (“Defendant”), and DOES 1 through 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194 *et*
9 *seq.*, 1197, 1198, 2802, and 2698 *et seq.*, and Industrial Welfare Commission Wage Order No. 4
10 (“IWC Wage Order”), in addition to seeking injunctive relief, declaratory relief, and restitution.

11 2. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
12 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits
13 of the Superior Court and will be established according to proof at trial.

14 3. This Court has jurisdiction over Defendants because, upon information and belief,
15 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
16 themselves to the California market so as to render the exercise of jurisdiction over them by the
17 California courts consistent with the traditional notions of fair play and substantial justice.

18 **VENUE**

19 4. Venue as to each Defendant is proper in this judicial district pursuant to California
20 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
21 complained of hereon occurred in the County of Los Angeles. Defendants own, maintain offices,
22 transact business, have agent(s) within the County of Los Angeles, and/or otherwise are found
23 within the County of Los Angeles, and Defendants are within the jurisdiction of this Court for
24 purposes of service of process.

25 **PARTIES**

26 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
27 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
28 the filing of the Complaint in this action and within the statute of limitations periods applicable

1 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
2 employee (although, as set forth below, she was misclassified as an independent contractor).
3 Plaintiff was and is a victim of Defendants' policies and/or practices complained of herein, lost
4 money and/or property, and have been deprived of the rights guaranteed by California Business
5 & Professions Code § 17200 *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558,
6 1182.12, 1194, *et seq.*, 1197, 1198, 2802, and 2698 *et seq.*, and Industrial Commission Wage
7 Order No. 4, which sets employment standards for professional occupations.

8 6. Plaintiff is informed and believes, and based thereon alleges, that during the four
9 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
10 continue to do) business providing interpretation services to courts throughout the United States,
11 including in Los Angeles County and other counties throughout California, and employed
12 Plaintiff and other, similarly-situated non-exempt employees within, among other counties, Los
13 Angeles County, and the State of California and, therefore, were (and are) doing business in Los
14 Angeles County and the State of California.

15 7. Plaintiff does not know the true names or capacities, whether individual, partner,
16 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
17 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
18 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
19 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
20 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
21 and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the
22 unlawful employment practices, wrongs, injuries, and damages complained of herein.

23 8. Plaintiff is informed, believes, and thereon alleges, that at all times mentioned
24 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

25 9. At all times mentioned herein, each of said Defendants participated in the doing
26 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
27 Defendants, and each of them, were the agents, servants, and employees of each and every one of
28 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned,

1 were acting within the course and scope of said agency and employment. Defendants, and each
2 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
3 omissions complained of herein.

4 10. At all times mentioned herein, Defendants, and each of them, were members of
5 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
6 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
7 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
8 members of the Classes.

9 **GENERAL FACTUAL ALLEGATIONS**

10 11. Plaintiff has worked for Defendants as an interpreter during the four years
11 preceding the filing of this action, and remains employed by Defendants as of the filing date of
12 this Complaint. Defendants are in the business of providing interpretation services to courts
13 throughout California and the United States.

14 12. During the entirety of Plaintiff's employment with Defendants, Defendants
15 classified its interpreters and other individuals who perform Defendants' core business functions
16 as independent contractors, as opposed to employees. Notwithstanding that Plaintiff and other
17 similarly situated individuals should have been classified as non-exempt employees of
18 Defendants, because they provide services that are within the usual course of the hiring entity's
19 business, Defendants willfully misclassified these individuals as independent contractors. *See*
20 *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903 ("Under this [ABC] test,
21 a worker is properly considered an independent contractor to whom a wage order does not apply
22 only if the hiring entity establishes: . . . (B) that the worker performs work that is outside the usual
23 course of the hiring entity's business . . .").

24 13. Throughout Plaintiff's employment, Defendants failed to maintain accurate
25 records of Plaintiff's actual hours worked. Rather, Defendants primarily compensated its
26 interpreters on a piece-rate basis. Specifically, during Plaintiff's employment with Defendants,
27 Defendants compensated her per appearance at a rate of \$135.00 per appearance. If the court
28 appearance went over three hours in duration (as measured by the time the court signed in and

1 out of the interpreter's daily COI form), then Plaintiff was compensated an additional \$45 dollars
2 per hour for each hour in excess of three hours.

3 14. As alluded to in the prior paragraph, Defendants did not utilize a timeclock system
4 to record employees' hours worked or allow employees to record their own hours. Instead,
5 Defendants implemented a policy and practices of having the court clerks and/or judges record
6 employee hours worked. Upon arriving and departing from each appearance, Defendants required
7 Plaintiff to provide the clerk and/or the judge with a sign in sheet or "COI form" for the clerk to
8 input Plaintiff's arrival and departure time. However, the time recorded on the COI forms did not
9 include Plaintiff's time spent completing pre- and post-appearance tasks, including, but not
10 limited to: reviewing work orders, traveling to and from court appearances, and completing end
11 of the week paperwork such as emailing Defendants the completed COI forms and inputting the
12 information from the COI forms into an excel spreadsheet for purposes of submitting to payroll
13 at the end of each week so that Plaintiff could get paid. As Plaintiff was often required to travel
14 to Los Angeles from San Bernardino, Plaintiff's time spent traveling to court appearances could
15 be as much as three hours each way. Similarly, it typically took Plaintiff around an hour to do her
16 payroll records with the COI forms at the end of each week. Defendants did not record these hours
17 worked or implement any policies or practices to allow Plaintiff and other employees to record
18 these hours worked. As a result of Defendants failure to maintain accurate records of employee
19 hours worked, Plaintiff and other interpreters were not paid for all hours worked resulting in
20 unpaid minimum wages.

21 15. Additionally, throughout Plaintiff's employment, Defendants did not accurately
22 compensate Plaintiff and other non-exempt employees paid on a piece-rate basis for rest and
23 recovery periods, as required under Labor Code § 226.2(a)(3)(A) (requiring employees who are
24 compensated on a piece-rate basis to be separately compensated for rest periods at the *higher of*
25 the minimum wage or the average hourly rate of pay during the workweek) (emphasis added).
26 Defendants' payroll records reflect that Defendants failed to compensate Plaintiff and other non-
27 exempt employees paid on a piece-rate basis for the correct number of rest periods per shift.
28 Specifically, when Plaintiff worked in excess of 3.5 hours, Defendants did not separately

1 compensate Plaintiff for a rest and recovery period.

2 16. Defendants have also failed to authorize and permit all legally required rest periods
3 to Plaintiff and their other non-exempt employees. Upon information and belief, Defendants have
4 failed to maintain any legally compliant rest period policy. In practice, Plaintiff and other non-
5 exempt employees were required to work through their rest periods due to the nature of their
6 work. Despite failing to authorize and permit Plaintiff and other non-exempt employees to take
7 all rest periods to which they are entitled, upon information and belief, Defendants maintained no
8 mechanism for the payment of rest period premium payments as required by Labor Code section
9 226.7.

10 17. Defendants' policies have also failed to reimburse Plaintiff and other non-exempt
11 employees for all necessary business expenses, including but not limited to mileage necessarily
12 incurred traveling to and from court appearances and necessary equipment to perform their job
13 duties such as pens, paper, and sound enhancing technology.

14 18. As a result of Defendants' failure to accurately compensate Plaintiff and other
15 non-exempt employees for rest periods and non-productive time, Defendants maintained
16 inaccurate payroll records and issued inaccurate wage statements. Defendants also issued
17 facially non-compliant wage statements to Plaintiff and other employees that failed to list (1)
18 the total hours worked by the employee, (2) the number of piece rate units earned and the
19 applicable piece rate, (3) the inclusion dates of the period for which the employee is paid, (4)
20 the last four digits of the employee's social security number or an employee identification
21 number, (5) the correct name of the legal entity that is the employer in violation of Labor Code
22 section 226(a); and/or (6) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate.

24 **CLASS AND COLLECTIVE ACTION ALLEGATIONS**

25 19. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
26 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 27 a. The Minimum Wage Class consists of all current and former non-exempt
28 employees and/or independent contractors of Defendants who performed work for

Defendants as interpreters (or similarly titled positions) during the four years immediately preceding the filing of the Complaint through the present.

c. The Rest Period Class consists of all current and former non-exempt employees and/or independent contractors of Defendants who performed work for Defendants as interpreters (or similarly titled positions), and worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the Complaint through the present.

e. The Expense Reimbursement Class consists of all of Defendants' current and former hourly non-exempt employees and/or independent contractors who performed work for Defendants as interpreters (or similarly titled positions), and incurred business expenses without reimbursements during the four years immediately preceding the filing of this Complaint through the present.

f. The Wage Statement Class consists of all of Defendants' current and former hourly non-exempt employees and/or independent contractors performed work for Defendants as interpreters (or similarly titled positions), during the one year immediately preceding the filing of the Complaint through the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The precise membership of the classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Class Members number greater than sixty (60) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment and/or personnel records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation:

i. Whether Plaintiff and members of the Minimum Wage Class were compensated for all hours actually worked;

- 1 ii. Whether Defendants’ rest period policy, or lack thereof, has deprived members of
2 the Rest Period Class of all rest periods to which they have been entitled;
3 iii. Whether Defendants provided rest period premium payments for non-compliant
4 rest periods;
5 iv. Whether Defendants’ reimbursement policies fail to reimburse employees for
6 necessary business expenditures, thereby depriving members of the
7 Reimbursement Class of all reimbursements to which they have been entitled as a
8 matter of law;
9 v. Whether Defendants’ wage statements issued to members of the Wage Statement
10 Class comply with Labor Code § 226;

11 22. **Predominance of Common Questions:** Common questions of law and fact
12 predominate over questions that affect only individual members of the Classes. The common
13 questions of law set forth above are numerous and substantial and stem from Defendants’ policies
14 and/or practices applicable to each individual class member, such as their misclassification of
15 non-exempt employees, their failure to pay for pre- and post-appearance work, their failure to
16 implement a lawful rest period policy, their failure to compensate separately and hourly for rest
17 breaks, and their failure to provide a reasonable rate of reimbursement for mileage and/or other
18 expenses incurred for work-related purposes. As such, these common questions predominate over
19 individual questions concerning each individual class members’ showing as to their eligibility for
20 recovery or as to the amount of their damages.

21 23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
22 Defendants employed Plaintiff and misclassified her as an independent contractor in California
23 during the statutes of limitation applicable to each cause of action pled in the Complaint in this
24 action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all minimum
25 wages for all hours worked, was not provided with all rest periods, failed to receive premium pay
26 for rest period violations, was furnished with inaccurate and incomplete wage statements, and
27 failed to receive all reimbursements to which she was entitled for necessary business expenses
28 incurred.

1 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
2 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
3 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
4 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
5 hour class actions in state and federal courts in the past and are committed to vigorously
6 prosecuting this action on behalf of the members of the classes.

7 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff
13 and members of the Classes make the class action format a particularly efficient and appropriate
14 procedure to redress the violations alleged herein. If each employee was required to file an
15 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
16 would be able to exploit and overwhelm the limited resources of each individual Plaintiff with
17 their vastly superior financial and legal resources. Moreover, requiring each member of the
18 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
19 employees who would be disinclined to file an action against their former and/or current employer
20 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
21 employment. Further, the prosecution of separate actions by the individual class members, even
22 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
23 with respect to the individual class members against Defendants herein; and which would
24 establish potentially incompatible standards of conduct for Defendants; and/or legal
25 determinations with respect to individual class members which would, as a practical matter, be
26 dispositive of the interest of the other class members not parties to adjudications or which would
27 substantially impair or impede the ability of the class members to protect their interests. Further,
28

1 the claims of the individual members of the class are not sufficiently large to warrant vigorous
2 individual prosecution considering all of the concomitant costs and expenses attending thereto.

3 **FIRST CAUSE OF ACTION**

4 **MINIMUM WAGE VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 27. Wage Order 4-2001, § 4 and California Labor Code §§ 1197 and 1182.12 establish
8 the right of employees to be paid minimum wages for all hours worked, in amounts set by state
9 law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
10 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
11 with attorney's fees and costs of suit, as well as liquidated damages in an amount equal to the
12 unpaid wages and interests accrued thereon.

13 28. Defendants' policy and practice of not paying all minimum wages violates
14 California Labor Code §§ 204, 210, 216, 558, 1182.12, 1197.1, 1198, and the applicable IWC
15 Wage Order.

16 29. Such a practice and uniform administration of corporate policy regarding illegal
17 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
18 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
19 liquidated damages, including interests thereon, statutory penalties, civil penalties, attorneys'
20 fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 558, 1194, 1198, and
21 Code of Civil Procedure § 1021.5.

22 **SECOND CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 31. Wage Order 4-2001, § 12 and California Labor Code §§ 226.7, 516 and 558
27 establish the right of employees to be provided with a rest period of at least ten (10) minutes for
28 each four (4) hour period worked, or major fraction thereof. Despite Defendants' failure to

1 authorize and permit Plaintiff and members of the Rest Period Class to take all legally complaint
2 rest periods, Defendants did not pay these individuals an additional hour of pay at their respective
3 regular rate of compensation for the rest periods that they failed to authorize and permit them to
4 take, as required by Labor Code § 226.7.

5 32. Defendants' policies and practices described herein are unlawful and create an
6 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
7 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,
8 civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7,
9 516, 558, Civil Code § 3287, and Code of Civ. Proc. § 1021.5.

10 **THIRD CAUSE OF ACTION**

11 **WAGE STATEMENT VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 34. Plaintiff is informed and believes, and based thereon alleges that, Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
16 and members of the Wage Statement Class with accurate and complete wage statements, because
17 Defendants failed to furnish Plaintiff and members of the Wage Statement Class with any wage
18 statements at all, in violation of Labor Code § 226 *et seq.*

19 35. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
20 Class with complete and accurate itemized wage statements resulted in actual injury, as said
21 failures led to, among other things, the non-payment of all minimum wages, rest period premium
22 wages, and deprived them of the information necessary to identify the discrepancies in
23 Defendants' reported data.

24 36. Defendants' failures create an entitlement to recovery by Plaintiff and members of
25 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
26 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
27 costs of suit according to California Labor Code § 226 *et seq.*

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**

3 **(AGAINST ALL DEFENDANTS)**

4 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 38. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
6 states that “an employer shall indemnify his or her employees for all necessary expenditures or
7 losses incurred by the employee in direct consequence of the discharge of his or her duties, or his
8 or her obedience to the directions of the employer.”

9 39. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
10 states that “any contract or agreement, express or implied, made by any employee to waive the
11 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
12 employee or his personal representative of any right or remedy to which he is entitled under the
13 laws of this State.”

14 40. As a proximate result of Defendants’ policies and/or practices in violation of Labor
15 Code §§ 2802 and 2804, and Wage Order 4-2001, § 9, Plaintiff and members of the Expense
16 Reimbursement Class were damaged in sums, which will be shown according to proof.

17 41. Plaintiff and members of the Expense Reimbursement Class are entitled to
18 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

19 42. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
20 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
21 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
22 accrue from the date on which they incurred the necessary expenditures.

23 **FIFTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

26 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 44. Defendants have engaged and continue to engage in unfair and/or unlawful
28 business practices in California in violation of California Business and Professions Code § 17200

1 *et seq.*, by: (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum
2 wages; (b) failing to authorize and permit all required duty-free rest periods to Plaintiff and
3 members of the Rest Period Class, and failing to pay them rest period premiums payments when
4 owed; (c) knowingly failing to furnish Plaintiff and members of the Wage Statement Class with
5 accurate and complete wage statements in violation of Labor Code § 226; and (d) failing to
6 reimburse all necessary business expenditures to Plaintiff and members of the Expense
7 Reimbursement Class.

8 45. Defendants' utilization of these unfair and/or unlawful business practices deprived
9 Plaintiff and continues to deprive members of the Classes of compensation to which they are
10 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
11 over Defendants' competitors who have been and/or are currently employing workers and
12 attempting to do so in honest compliance with applicable wage and hour laws.

13 46. Because Plaintiff was and is a victim of Defendants' unfair and/or unlawful
14 conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks
15 full restitution of monies, as necessary and according to proof, to restore any and all monies
16 withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code
17 §§ 17203 and 17208.

18 47. The acts complained of herein occurred within the last four years immediately
19 preceding the filing of the Complaint in this action.

20 48. Plaintiff was compelled to retain the services of counsel to file this court action to
21 protect their interests and those of the Classes, to obtain restitution, to secure injunctive relief on
22 behalf of Plaintiff and Defendants' other current hourly non-exempt employees and/or
23 independent contractors, and to enforce important rights affecting the public interest. Plaintiff has
24 thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover
25 under Code of Civil Procedure § 1021.5.

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1 **SIXTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 50. Defendants have committed several Labor Code violations against Plaintiff,
6 members of the Classes, and other aggrieved employees. Plaintiff, as an “aggrieved employee”
7 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
8 employees, brings this representative action against Defendants to recover the civil penalties due
9 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
10 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
11 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
12 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
13 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
14 each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per
15 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
16 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
17 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
18 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each
19 subsequent violation per employee per pay period for those violations of the Labor Code for which
20 no civil penalty is specifically provided, based on the following Labor Code violations:

21 a. Willfully misclassifying Plaintiff and other aggrieved employees as
22 independent contractors in violation of Labor Code § 226.8;

23 b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
24 wage for all hours worked in violation of Labor §§ 204, 558, 1182.12, 1194,
25 1194.2, 1197, and 1198;

26 c. Failing to authorize and permit all legally required rest periods and by failing
27 to pay rest period premiums to Plaintiff and other aggrieved employees in
28 violation of Labor Code §§ 226.7, 516, 558 and 1198;

- d. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- e. Failing to indemnify Plaintiff and other aggrieved employees for all necessary business expenditures in violation of Labor Code §§ 2802 and 2804;
- f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198;
- g. Failing to pay Plaintiff and other aggrieved employees at least once per week for all wages earned in violation of Labor Code § 204; and
- h. Failing to timely pay all final wages due to aggrieved employees in violation of Labor Code §§ 201, 202 and 203.

51. On or around May 1, 2020, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 50 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

52. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California between May 1, 2019 and the present.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved piece rate employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California Labor Code § 2699.

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1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payments of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 558, 1182.12, 1194, 1194.2
9 and 1197;
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code §§ 226.7, 512, 558, and 1198;
- 12 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
13 226;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 16 8. Upon the Fifth Cause of Action, for injunctive relief and restitution to Plaintiff and
17 members of the Classes of all money and/or property unlawfully acquired by Defendants by
18 means of any acts or practices declared by this Court to be in violation of Business and Professions
19 Code § 17200 *et seq.*;
- 20 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
21 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
22 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
23 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
24 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
25 unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
26 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
27 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
28 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent

1 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
2 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
3 those violations of the Labor Code for which no civil penalty is specifically provided, based on
4 the violations of Labor Code sections identified in Paragraph 50 (a)-(h) above.

5 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
6 Code § 218.6 and Civil Code §§ 3287 and 3289;

7 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code
8 §§ 226, 1194 *et seq.*, 2802(c), and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

9 12. For such other and further relief the Court may deem just and proper.

10
11 Dated: July 7, 2020

Respectfully submitted,
HAINES LAW GROUP, APC
By: 
Paul K. Haines
Attorneys for Plaintiff

14
15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

17
18 Dated: July 7, 2020

Respectfully submitted,
HAINES LAW GROUP, APC
By: 
Paul K. Haines
Attorneys for Plaintiff