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MARIN COUNTY SUPERIOR COURT

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Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

DAWN WILLIAMS, as a private attorney
general and as an individual and on behalf
of all others similarly situated,

Plaintiffs,

vs.

CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC., a Massachusetts
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

CIV2002149

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) VIOLATION OF LAB. CODE §§ 226.7,
512;
- (2) VIOLATION OF LAB. CODE §§ 510, 558.
1194
- (3) VIOLATION OF LAB. CODE § 226(a);
- (4) VIOLATION OF BUS. & PROF. CODE
§§ 17200 *ET SEQ.*; AND
- (5) VIOLATION OF LAB. CODE §§ 2698 *ET
SEQ.*

DEMAND OVER \$25,000.00

On behalf of herself and other similarly situated current and former employees of Defendants, and as a proxy for the State of California, Plaintiff, Dawn Williams, submits this Class and Representative Action Complaint against Defendant, Clean Harbors Environmental SE, and Does 1 through 50 (collectively, “Defendants”).

INTRODUCTION

1. This class and representative action challenges systemic illegal employment practices resulting in violations of the California Labor Code against individuals who worked for Defendants. The Complaint seeks penalties, damages, and other relief for Defendants’ violations of Labor Code sections 201-204, 226(a), 226.7, 510, 512, 558, and 1194.¹

2. Plaintiff is informed and believes that Defendants have jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of employees by failing to provide meal and rest breaks, pay all wages and overtime due, pay all wages due upon the separation of employment, or provide accurate itemized wage statements.

3. Defendants routinely refused to provide proper and timely off-duty meal and rest breaks. Rather, Plaintiff and other employees were routinely denied requests to take meal and rest breaks. Despite this, Defendants automatically deducted a half hour of work time from Plaintiff and other employees’ worked hours each workday. Defendants thus violated Sections 226.7 and 512 by failing to provide proper meal and rest breaks to Plaintiff and other non-exempt employees and owe Plaintiff and other employees premium wages for missed meal and rest breaks.

4. Plaintiff and other employees would routinely work more than 8 hours per day or 40 hours per workweek, as reflected by actual time punch records. Whenever wages were paid, Defendants would shave off such overtime hours worked. Defendants additionally would automatically deduct a half hour of work time from Plaintiff and other employees’ worked hours each workday. Defendants thus violated Sections 510, 558, and 1194 by failing to pay wages and

¹ Except as otherwise noted, all “Section” references are to the Labor Code.

overtime to Plaintiff and other non-exempt employees for all hours worked and owe Plaintiff and other employees wages and overtime for all hours worked.

5. Plaintiff and other employees would routinely work more than 8 hours per day or 40 hours per workweek, as reflected by actual time punch records. Whenever wages were paid, Defendants would shave off such overtime hours worked. Defendants additionally would automatically deduct a half hour of work time from Plaintiff and other employees' worked hours each workday. The wages for time shaved off or automatically deducted were not paid to Plaintiff and other employees upon the separation of employment. Defendants thus violated Sections 201-204 by not timely paying employees all due wages or timely paying employees all due wages upon the separation of employment and owe Plaintiff and other employees statutory penalties.

6. Every wage statement issued by Defendants to Plaintiff and other employees failed to identify the pay period start date, as the wage statements only identified the "Period Ending" date. Furthermore, for employees like Plaintiff who were paid on an hourly basis, the wage statements failed to identify applicable hourly rates of pay for wages earned. Rather, the wage statements simply showed the gross wages paid for each type of wage and the applicable hours used to calculate such wages. As alleged herein Defendants also would shave off overtime hours worked by Plaintiff and other employees and additionally would automatically deduct a half hour of work time from Plaintiff and other employees' worked hours each workday. The wages for time shaved off or automatically deducted were not paid to Plaintiff and other employees and the applicable hours worked, applicable wage rates, total hours worked, gross wages earned, and net wages earned were inaccurately displayed on wage statements. Defendants thus violated Section 226 by failing to provide accurate itemized wage statements and owe applicable penalties to Plaintiff and other employees.

7. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

1 8. The policies, practices, and customs of Defendants resulted in unjust enrichment
2 of Defendants and an unfair business advantage over businesses that routinely adhere to the
3 strictures of the Labor Code.

4 **JURISDICTION AND VENUE**

5 9. The Complaint seeks relief in excess of \$25,000.00. The Court has jurisdiction of
6 Defendants' violations of Sections 201-204, 226(a), 226.7, 510, 512, 558, and 1194, and of the
7 Unfair Competition Law, codified at Business and Professions Code sections 17200 *et seq.* (the
8 "UCL").

9 10. Venue is proper. Defendants are located in Marin County. Plaintiff worked for
10 Defendants in Novato, California.

11 **PARTIES**

12 11. Plaintiff began working for Defendants in or about April of 2017. Throughout her
13 employment as a chemist until about April of 2020 when her employment was terminated,
14 Plaintiff was paid on an hourly basis as a non-exempt employee. During Plaintiff's employment,
15 Defendants routinely refused to provide proper and timely off-duty meal and rest breaks. Rather,
16 Defendants routinely denied Plaintiff's requests to take meal and rest breaks. Despite this,
17 Defendants automatically deducted a half hour of work time from Plaintiff's worked hours each
18 workday. Plaintiff also would routinely work more than 8 hours per day or 40 hours per
19 workweek, as reflected by actual time punch records. Whenever wages were paid, Defendants
20 would shave off such overtime hours worked by Plaintiff. The wages for time shaved off or
21 automatically deducted were not paid to Plaintiff upon the separation of employment, and the
22 applicable hours worked, applicable wage rates, total hours worked, gross wages earned, and net
23 wages earned were inaccurately displayed on each of Plaintiff's wage statements. Moreover,
24 every wage statement issued by Defendants to Plaintiff also failed to identify (i) the pay period
25 start date, instead identifying only the "Period Ending" date, or (ii) the applicable hourly rates of
26 pay for wages earned, instead showing only the gross wages paid for each type of wage and the
27 applicable hours used to calculate such wages. Plaintiff is a victim of the policies, practices, and
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1 customs of Defendants complained of in this action in ways that have deprived her of the rights
2 guaranteed by the Labor Code and the UCL.

3 12. Plaintiff is informed and believes that Defendant, Clean Harbors Environmental
4 SE, was and is a Massachusetts corporation. Plaintiff is informed and believes that at all times
5 herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities,
6 individuals, or partnerships that are and were licensed to do business and actually doing business
7 in the State of California. Based upon all the facts and circumstances incident to Defendants'
8 business, Defendants are subject to Sections 201-204, 226(a), 226.7, 510, 512, 558, and 1194,
9 and the UCL.

10 13. Plaintiff does not know the true names or capacities of the defendants sued herein
11 as Does 1 through 50, whether individual, partner, or corporate, and for that reason, said
12 defendants are sued under such fictitious names. Plaintiff prays for leave to amend this
13 Complaint when the true names and capacities are known. Plaintiff is informed and believes that
14 each of said fictitious defendants was responsible in some way for the matters alleged herein and
15 proximately caused the illegal employment practices, wrongs, and injuries complained of herein.

16 14. At all times herein mentioned, each of said Defendants participated in the doing
17 of the acts alleged herein. Defendants, and each of them, were the agents, servants, or employees
18 of each of the other Defendants, as well as the agents of all Defendants, and were acting within
19 the course and scope of said agency and employment.

20 15. Plaintiff is informed and believes that at all times material hereto, each of said
21 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert
22 with, each of the other Defendants and was acting within the course and scope of such agency,
23 employment, joint venture, or concerted activity. To the extent said acts, conduct, or omissions
24 were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified
25 said acts, conduct, or omissions of the acting Defendants.

26 16. Plaintiff is informed and believes that at all times material hereto each of the
27 Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in
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proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

CLASS ACTION ALLEGATIONS

17. **Definition:** Pursuant to Code of Civil Procedure section 382. Plaintiff seeks class certification of the following classes (i) all current and former non-exempt employees of Defendants in the State of California since April 6, 2016 (the “Unpaid Class”), and (ii) all current and former employees of Defendants in the State of California since April 6, 2019 (the “Wage Statement Class”). The Unpaid Class and Wage Statement Class are collectively referred to as the “Class.”

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes that Defendants violated Sections 226.7 and 512 by failing to provide meal and rest breaks, Sections 510 and 1197 by failing to pay all wages and overtime due, Sections 201-204 by failing to timely pay all wages due and by failing to timely pay all wages due upon the separation of employment, and Section 226(a) by failing to provide accurate itemized wage statements.

19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent Plaintiff and the Class. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-and-hour class actions currently pending in California state and federal courts.

20. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is informed and believes that Defendants uniformly administer a corporate policy and practice of (i) routinely refusing to provide proper and timely off-duty meal and rest breaks and routinely denying requests by Plaintiff and other employees to take meal and rest breaks; (ii)

1 shaving off overtime hours routinely worked by Plaintiff and other employees in excess of 8
2 hours per day or 40 hours per workweek, as reflected by actual time punch records; (iii)
3 automatically deducting a half hour of work time from Plaintiff and other employees' worked
4 hours each workday; (iv) failing to identify at all the pay period start date or applicable hourly
5 rates of pay for wages earned on wage statements issued to Plaintiff and other employees; and
6 (v) failing to accurately show the applicable hours worked, applicable wage rates, total hours
7 worked, gross wages earned, and net wages earned on wage statements issued to Plaintiff and
8 other employees.

9 21. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
10 Class in that Plaintiff suffered the alleged harms in a similar and typical manner as other
11 members of the Class suffered. Plaintiff was paid on an hourly basis. Defendants routinely
12 refused to provide proper and timely off-duty meal and rest breaks. Rather, Defendants routinely
13 denied Plaintiff's requests to take meal and rest breaks. Despite this, Defendants automatically
14 deducted a half hour of work time from Plaintiff's worked hours each workday. Plaintiff also
15 would routinely work more than 8 hours per day or 40 hours per workweek, as reflected by
16 actual time punch records. Whenever wages were paid, Defendants would shave off such
17 overtime hours worked by Plaintiff. The wages for time shaved off or automatically deducted
18 were not paid to Plaintiff upon the separation of employment, and the applicable hours worked,
19 applicable wage rates, total hours worked, gross wages earned, and net wages earned were
20 inaccurately displayed on each of Plaintiff's wage statements. Moreover, every wage statement
21 issued by Defendants to Plaintiff also failed to identify (i) the pay period start date, instead
22 identifying only the "Period Ending" date, or (ii) the applicable hourly rates of pay for wages
23 earned, instead showing only the gross wages paid for each type of wage and the applicable
24 hours used to calculate such wages. Plaintiff thus is a member of the Class and has suffered the
25 alleged violations of the Labor Code.

26 22. The Labor Code is broadly remedial in nature. Its laws serve an important public
27 interest in establishing minimum working conditions and requirements in California. These labor
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standards protect employees from onerous terms and conditions of employment or exploitation by employers who have superior economic and bargaining power.

23. The nature of this action and the format of laws available to Plaintiff and members of the Class make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each member of the Class to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former or current employer for real and justifiable fear of retaliation and permanent damage to their careers at their current or subsequent employment.

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

25. Defendants' pattern, practice, and uniform administration of corporate policy in violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the rights of Plaintiff and the Class under Sections 201-204, 226(a), 226.7, 510, 512, 558, and 1194, applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover unpaid wages and overtime, including interest thereon, liquidated damages, applicable penalties, reasonable attorneys' fees, and costs of suit.

1 26. This action is brought for the benefit of the Class, which is commonly entitled to a
2 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The
3 Class is commonly entitled to restitution of those funds being improperly withheld by Defendant.

4 **FIRST CAUSE OF ACTION**

5 **Violation of Labor Code §§ 226.7, 512**

6 **(By Plaintiff and the Unpaid Class Against All Defendants)**

7 27. The preceding paragraphs are re-alleged and incorporated by this reference.

8 28. Because Plaintiff and other similarly aggrieved employees were non-exempt
9 employees, the Defendants were required to comply with Sections 226.7 and 512, and the
10 applicable IWC Wage Order.

11 29. Section 226.7(b) provides that an employer shall not require an employee to work
12 during a meal or rest period. Section 512(a) generally provides that an employer shall not employ
13 an employee for a work period of more than five hours per day without providing the employee
14 with a meal period of not less than 30 minutes. The applicable IWC Wage Order generally
15 requires an employer to provide a duty-free, 10-minute rest period for every four hours worked,
16 or major fraction thereof.

17 30. At all relevant times, Defendants were and are responsible for paying premium
18 compensation for missed meal and rest periods pursuant to Section 226.7 and the applicable IWC
19 Wage Order. Specifically, Section 226.7(c) states that “the employer shall pay the employee one
20 additional hour of pay at the employee’s regular rate of compensation for each workday that the
21 meal or rest or recovery period is not provided.”

22 31. As a matter of policy and practice, Defendants routinely refused to provide proper
23 and timely off-duty meal and rest breaks. Rather, Plaintiff and other members of the Unpaid
24 Class were routinely denied requests to take meal and rest breaks. Despite this, Defendants
25 automatically deducted a half hour of work time from Plaintiff and other members of the Unpaid
26 Class’s worked hours each workday. Defendants thus violated Sections 226.7 and 512 by failing
27 to provide proper meal and rest breaks to Plaintiff and other members of the Unpaid Class and
28 owe premium wages for missed meal and rest breaks. As a matter of policy and practice,

1 Defendants also regularly failed to pay premium compensation for each day Plaintiff and the
2 Unpaid Class were not provided meal and rest period.

3 32. Such a pattern, practice, and uniform administration of corporate policy is
4 unlawful under Sections 226.7 and 512 and the applicable IWC Wage Order, and entitles
5 Plaintiff and other members of the Class to recover the unpaid balance of the unpaid premium
6 wages, including interest thereon, penalties, attorneys' fees, and costs of suit.

7 **SECOND CAUSE OF ACTION**

8 **Violation of Labor Code §§ 510, 558, and 1194**

9 **(By Plaintiff and the Unpaid Class Against All Defendants)**

10 33. The preceding paragraphs are re-alleged and incorporated by this reference.

11 34. This cause of action is brought pursuant to Sections 510, 558, and 1194, which
12 requires an employer to pay employees at least minimum wages for all hours worked and
13 overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess
14 of eight hours in a workday or forty hours in a workweek.

15 35. As a matter of policy and practice, Defendants suffered and permitted Plaintiff
16 and the Unpaid Class to work in excess of 8 hours in a workday or over 40 hours in a workweek
17 without proper overtime pay. Plaintiff and other members of the Unpaid Class would routinely
18 work more than 8 hours per day or 40 hours per workweek, as reflected by actual time punch
19 records. Whenever wages were paid, Defendants would shave off such overtime hours worked.
20 As a matter of policy and practice, Defendants additionally would automatically deduct a half
21 hour of work time from Plaintiff and other members of the Unpaid Class's worked hours each
22 workday. Defendants thus violated Sections 510, 558, and 1194 by failing to pay wages and
23 overtime to Plaintiff and other members of the Unpaid Class for all hours worked and owe
24 Plaintiff and the Unpaid Class wages and overtime for all hours worked.

25 36. Such a pattern, practice, and uniform administration of corporate policy is
26 unlawful under Sections 510 and 1197 and the applicable IWC Wage Order, and entitles Plaintiff
27 and other members of the Class to recover the unpaid wages and overtime, including interest
28 thereon, liquidated damages or penalties, attorneys' fees, and costs of suit.

1 37. Section 201 provides if an employer discharges an employee, the wages earned
2 and unpaid at the time of discharge are due and payable immediately. Section 202 provides that
3 an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits
4 his or her employment, unless the employee has given seventy-two (72) hours previous notice of
5 his or her intention to quit, in which case the employee is entitled to his or her wages at the time
6 of quitting. Section 203 provides that if an employer willfully fails to pay wages owed in
7 accordance with Sections 201 and 202, then the wages of the employee shall continue as a
8 penalty from the due date, and at the same rate until paid, but the wages shall not continue for
9 more than thirty (30) days. Section 204 generally provides that wages are due and payable twice
10 during each calendar month.

11 38. As alleged herein, Plaintiff and other members of the Unpaid Class would
12 routinely work more than 8 hours per day or 40 hours per workweek, as reflected by actual time
13 punch records. Whenever wages were paid, Defendants would shave off such overtime hours
14 worked. Defendants additionally would automatically deduct a half hour of work time from
15 Plaintiff and other employees' worked hours each workday.

16 39. As a matter of policy and practice, the wages for time shaved off or automatically
17 deducted were not paid to Plaintiff and other members of the Unpaid Class upon the separation
18 of employment. Defendants willfully failed to timely pay Plaintiff and the Unpaid Class all their
19 wages when due or upon the separation of employment within the times prescribed by Sections
20 201-204. On information and belief, Defendants were advised by skilled lawyers and knew, or
21 should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations.
22 Defendants thus violated Sections 201-204 by not timely paying employees all due wages or
23 timely paying employees all due wages upon the separation of employment.

24 40. Such a pattern, practice, and uniform administration of corporate policy is
25 unlawful under Sections 201-204 and the applicable IWC Wage Order, and entitles Plaintiff and
26 other members of the Unpaid Class to recover statutory penalties, attorneys' fees, and costs of
27 suit.

1 **THIRD CAUSE OF ACTION**

2 **Violation of Labor Code § 226(a)**

3 **(By Plaintiff, the Unpaid Class, and the Wage Statement Class Against All Defendants)**

4 41. The preceding paragraphs are re-alleged and incorporated by this reference.

5 42. Section 226(a) requires employers to provide itemized wage statements to its
6 employees that show accurate information, including without limitation, total hours worked,
7 gross wages earned, net wages earned, the inclusive dates of the period for which the employee
8 is paid, and all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate. Defendants fail to provide accurate itemized wage
10 statements to Plaintiff and the Class in violation of Section 226(a).

11 43. As a matter of policy and practice, wage statements issued by Defendants to
12 Plaintiff and other members of the Wage Statement Class failed to identify the pay period start
13 date, as the wage statements only identified the “Period Ending” date. Furthermore, for
14 employees like Plaintiff who were paid on an hourly basis, the wage statements failed to identify
15 applicable hourly rates of pay for wages earned. Rather, the wage statements simply showed the
16 gross wages paid for each type of wage and the applicable hours used to calculate such wages.
17 Defendants thus violated Section 226(a) by failing to provide complete itemized wage statements
18 and owe applicable penalties to Plaintiff and other members of the Wage Statement Class.

19 44. As alleged herein Defendants also would shave off overtime hours worked by
20 Plaintiff and other members of the Unpaid Class and additionally would automatically deduct a
21 half hour of work time from Plaintiff and other members of the Unpaid Class’s worked hours
22 each workday. The wages for time shaved off or automatically deducted were not paid to
23 Plaintiff and other members of the Unpaid Class and the applicable hours worked, applicable
24 wage rates, total hours worked, gross wages earned, and net wages earned were inaccurately
25 displayed on wage statements. Defendants thus violated Section 226(a) by failing to provide
26 accurate itemized wage statements and owe applicable penalties to Plaintiff and other employees.
27 Defendants thus violated Section 226(a) by failing to provide accurate itemized wage statements
28 and owe applicable penalties to Plaintiff and other members of the Unpaid Class.

1 45. Such a pattern, practice, and uniform administration of corporate policy is
2 unlawful under Section 226 and entitles Plaintiff and the Wage Statement Class to recover
3 applicable penalties, attorneys' fees, and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **Violation of Business and Professions Code §§ 17200 *Et Seq.***

6 **(By Plaintiff and the Unpaid Class Against All Defendants)**

7 46. The preceding paragraphs are re-alleged and incorporated by this reference.

8 47. Plaintiff is informed and believes that at Defendants have engaged and continue to
9 engage in unfair and unlawful business practices in California by utilizing the employment
10 policies and practices alleged herein in violation of Sections 226.7, 510, 512, 558, and 1194.

11 48. As alleged herein, Defendants uniformly administer a corporate policy and
12 practice of (i) routinely refusing to provide proper and timely off-duty meal and rest breaks and
13 routinely denying requests by Plaintiff and the Unpaid Class to take meal and rest breaks; (ii)
14 shaving off overtime hours routinely worked by Plaintiff and the Unpaid Class in excess of 8
15 hours per day or 40 hours per workweek, as reflected by actual time punch records; and (iii)
16 automatically deducting a half hour of work time from Plaintiff and the Unpaid Class's worked
17 hours each workday.

18 49. Defendants' utilization of such unfair and unlawful business practices constitutes
19 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors,
20 as proscribed by the UCL. Defendants have deprived Plaintiff and the Class the minimum
21 working condition standards and conditions due to them under the Labor Code and applicable
22 IWC Wage Orders.

23 50. Such a pattern, practice, and uniform administration of corporate policy regarding
24 illegal employee compensation as described herein is unlawful and creates an entitlement to
25 recovery by Plaintiff and the Unpaid Class to full restitution of all monies withheld, acquired, or
26 converted by Defendants by means of the unfair practices complained of herein, including
27 interest thereon, attorneys' fees, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Violation of Labor Code §§ 2698 *Et Seq.***

3 **(By Plaintiff and Aggrieved Employees Against All Defendants)**

4 51. The preceding paragraphs are re-alleged and incorporated by this reference.

5 52. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code
6 §§ 2698 *et seq.* (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of
7 California. In this capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201-
8 204, 226(a), 226.7, 510, 512, 558, and 1194 committed since April 6, 2019, against all aggrieved
9 employees. Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the
10 alleged violations was committed against Plaintiff as an employee of Defendants.

11 53. As stated herein, Defendants violate Sections 201-204, 226(a), 226.7, 510, 512,
12 558, and 1194 by (i) routinely refusing to provide proper and timely off-duty meal and rest
13 breaks and routinely denying requests by Plaintiff and other employees to take meal and rest
14 breaks; (ii) shaving off overtime hours routinely worked by Plaintiff and other employees in
15 excess of 8 hours per day or 40 hours per workweek, as reflected by actual time punch records;
16 (iii) automatically deducting a half hour of work time from Plaintiff and other employees’
17 worked hours each workday; (iv) failing to pay Plaintiff and other employees all wages upon the
18 separation of employment; (v) failing to identify at all the pay period start date or applicable
19 hourly rates of pay for wages earned on wage statements issued to Plaintiff and other employees;
20 and (vi) failing to accurately show the applicable hours worked, applicable wage rates, total
21 hours worked, gross wages earned, and net wages earned on wage statements issued to Plaintiff
22 and other employees.

23 54. On or about July 28, 2020, Plaintiff sent written notice to the Labor & Workforce
24 Development Agency (“LWDA”) of specific facts and theories for Defendants’ violations of
25 Sections 201-204, 226(a), 226.7, 510, 512, 558, and 1194. Plaintiff simultaneously sent written
26 notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA
27 has neither responded nor indicated that it intends to investigate the allegations in the written
28 notice.

1 55. As such, pursuant to Section 2699(a) and (f), Plaintiff seeks recovery of all
2 applicable civil penalties for Defendants' violations of Sections 201-204, 226(a), 226.7, 510,
3 512, 558, and 1194 against all aggrieved employees for the time period described above.

4 **PRAYER FOR RELIEF**

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

- 7 1. For an order certifying the proposed Class;
 - 8 2. For an order appointing Plaintiff as the representative of the Class;
 - 9 3. For an order appointing Counsel for Plaintiff as Class Counsel;
 - 10 4. Upon the First Cause of Action for unpaid premium wages, including interest
11 thereon, pursuant to Section 226.7, and for costs and attorneys' fees;
 - 12 5. Upon the Second Cause of Action for unpaid wages and overtime, including
13 interest thereon, liquidated damages, and penalties pursuant to Sections 201-204, 218.5, 510,
14 558, 1194, 1194.2, and 1197, and for costs and attorneys' fees;
 - 15 6. Upon the Third Cause of Action for statutory penalties pursuant to Section 226,
16 and for costs and attorneys' fees
 - 17 7. Upon the Fourth Cause of Action for restitution of all funds unlawfully acquired
18 by Defendants by any acts or practices declared to be in violation of the UCL, including interest
19 thereon, and for costs and attorneys' fees;
 - 20 8. Upon the Fifth Cause of Action for penalties according to proof pursuant to
21 Sections 210, 226.3, 558, 1197.1, and 2699, and for costs and attorneys' fees;
 - 22 9. Upon each cause of action for attorneys' fees and costs as provided by Sections
23 218.5, 226, 1194, or 2699, and Code of Civil Procedure section 1021.5; and
 - 24 10. For such other and further relief that the Court may deem just and proper.
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1 DATED: August 17, 2020

DIVERSITY LAW GROUP, P.C.

2 By: 

3 Larry W. Lee

4 Simon L. Yang

5 Attorneys for Plaintiff, the Class, and Aggrieved
6 Employees