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DENISE RIVAS,
11 on behalf of herself and on behalf of all other
aggrieved employees
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SANTA CLARA**

15 DENISE RIVAS, on behalf of herself and on
behalf of all other aggrieved employees,

16 Plaintiff,

17 vs.

18 8X8, INC., a Delaware corporation; and
19 DOES 1 through 50, inclusive

20 Defendants.

Case No.: 20CV374192

Assigned for All Purposes To:

Hon.

Dept.:

**COMPLAINT FOR REPRESENTATIVE
ACTION FOR PENALTIES UNDER
PRIVATE ATTORNEYS GENERAL ACT,
LABOR CODE § 2698 *et seq.* FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code §§ 226(a), 1174; and
6. Violation of Labor Code §§ 203, 204

DEMAND FOR JURY TRIAL

E-FILED

12/1/2020 12:56 PM

Clerk of Court

Superior Court of CA,
County of Santa Clara

20CV374192

Reviewed By: L. Quach-Marcellana

1 Plaintiff DENISE RIVAS (hereinafter “Plaintiff”) on behalf of herself and all other
2 similarly Aggrieved Employees complains of Defendants, and each of them, as follows:

3 **INTRODUCTION**

4 1. This is a Representative Action, pursuant to the Private Attorneys General Act of
5 2004 (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of Plaintiff and similarly situated
6 aggrieved non-exempt employees (“Aggrieved Employees” or “Employees”) who currently
7 work or formerly worked for Defendants 8X8, INC., and DOES 1 through 50 (all defendants
8 being collectively referred to herein as “Defendants”) during the liability period. From at least
9 one (1) year prior to the filing of this action and at least one (1) year prior to the date Plaintiff
10 began the process of exhausting the administrative requirements pursuant to Labor Code § 2698
11 *et seq.* on **September 16, 2020**, and continuing to the present (the “liability period”), Defendants
12 have had a consistent policy of failing to pay all wages due to its California Employees during
13 the course of employment and timely upon separation from employment, failing to provide
14 Employees with meal and rest periods, and failing to issue accurately itemized wage statements
15 to its California employees. Plaintiff alleges that Defendants, and each of them, violated various
16 provisions of the California Labor Code and relevant orders of the Industrial Welfare
17 Commission, and seeks redress for these violations.

18 2. Plaintiff is a resident of California, and during the time period relevant to this
19 Complaint, was employed by Defendants as a non-exempt hourly employee based out of
20 Defendants’ office in Campbell, California.

21 3. Upon information and belief, Plaintiff was employed by Defendants and (1)
22 shared similar job duties and responsibilities; (2) was subjected to the same policies and
23 practices; and (3) endured similar violations at the hands of Defendants as the other Aggrieved
24 Employees who served in similar and related positions.

25 4. Plaintiff and the other similarly situated Employees of Defendants consistently
26 worked at Defendants’ behest without being paid all wages due. More specifically, Defendants
27 failed to record accurate time worked, failed to pay them at the appropriate rates for all hours
28 worked, requiring them to work off the clock, and also failing to include sick time non-

1 discretionary and performance based bonuses and/or commissions in the regular rate used to
2 calculate and pay sick time and overtime. Additionally, Defendants provided Aggrieved
3 Employees with inaccurate wage statements that prevented them from learning of these unlawful
4 practices. Defendants also failed to provide Aggrieved Employees with lawful meal and rest
5 periods, as Employees were not provided with the opportunity to take full uninterrupted and
6 duty-free rest periods and meal breaks as required by the Labor Code.

7 5. Defendant 8X8, INC., (8X8”) is a Delaware corporation with its principle executive
8 offices in Campbell, California, and has been listed as the employer on the wage statements issued
9 to Plaintiff during the relevant time period. 8X8 lists a California address in Campbell, California
10 with the California Secretary of State, and employs Plaintiff and the Class members in Santa Clara
11 County, including at Defendants’ offices and facilities in Campbell, California, and throughout
12 California and Defendants conduct business throughout California.

13 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure § 410.10. This Action is brought as a PAGA representative action on behalf of
15 similarly situated Aggrieved Employees of Defendants pursuant to California Labor Code §
16 2698 *et seq.* Venue as to Defendants is also proper in this judicial district pursuant to California
17 Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities
18 giving rise to this lawsuit occurred in the County of Santa Clara and Defendants maintain and
19 operate facilities in Campbell, California, thus employing Plaintiff and other Aggrieved
20 Employees in Santa Clara County and in California.

21 7. The true names and capacities, whether individual, corporate, associate, or
22 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
23 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code
24 of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
25 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
26 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
27 this Complaint to reflect the true names and capacities of the Defendants designated herein as
28 Does 1 through 50 when their identities become known.

8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed the Employee Aggrieved Employees.

FACTUAL BACKGROUND

9. The Aggrieved Employees, including Plaintiff, are non-exempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by failing to pay wages at the required rates of pay, requiring them to work off the clock, failing to incorporate sick time, bonuses and/or commissions into the overtime rate calculation, making unlawful deductions from their pay, failing to provide meal and rest breaks, and failing to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable Wage Orders.

10. Additionally, Plaintiff and the Aggrieved Employees were not paid all wages they were owed, including for all work performed and for all overtime hours worked resulting in off the clock work. More specifically, Defendants required Plaintiff and the Aggrieved Employees to work pre-shift in excess of their scheduled shifts for which they were not paid wages as Employees by booting up their computers prior to logging into the timekeeping system and time spent working while clocked out for meal breaks caused Aggrieved Employee.

11. Moreover, when the Employees did work overtime or received sick pay, they

1 were not compensated at the required and correct rate because Defendants failed to incorporate
2 incentive pay they received into the regular rate of pay used to calculate overtime and sick pay.
3 More specifically, in each pay period, Employees were paid sick time, incentive bonuses and/or
4 commissions, as a separate line item on their wage statements, that were non-discretionary and
5 were tied directly to the daily or weekly performance of their jobs. However, contrary to the
6 requirements of the Labor Code and IWC Wage Orders under California law, Defendants did
7 not incorporate the sick incentive bonuses and/or commissions they paid to Employees into the
8 regular rate of pay Defendants used to calculate and pay sick time and overtime to Employees.
9 Also, to the extent that the incentive payments were commissions, Defendants also failed to
10 provide a contract in writing setting forth the method by which the commissions would be
11 computed and paid.

12 12. As a result of the above described requirements to work off the clock, the failure
13 to calculate and pay wages at the correct rates, and the other wage violations they endured at
14 Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages
15 earned and all wages owed to them by Defendants, including when working more than eight (8)
16 hours in any given day and/or more than forty (40) hours in any given week. As a result of
17 Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred
18 overtime hours worked for which they were not adequately and completely compensated, in
19 addition to the hours they were required to work off the clock. To the extent applicable,
20 Defendants also failed to pay Plaintiff and the Aggrieved Employees at an overtime rate of 1.5
21 times the regular rate for the first eight hours of the seventh consecutive work day in a week
22 and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on
23 the seventh consecutive work day, as required under the Labor Code and applicable IWC Wage
24 Orders.

25 13. Therefore, from at least one (1) year prior to the filing of this lawsuit and
26 continuing to the present, Defendants had a consistent policy or practice of failing to pay
27 Employees for all hours worked, and failing to pay minimum wages for all time worked, as
28 required by California law. Also, from at least one (1) year prior to the filing of this lawsuit and

1 continuing to the present, Defendants had a consistent policy or practice of failing to pay
2 Employees overtime compensation at correctly calculated premium overtime rates for all hours
3 worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates
4 for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and
5 the corresponding sections of IWC Wage Orders.

6 14. Additionally, Defendants failed to provide all the legally required unpaid, off-
7 duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other
8 Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Defendants
9 did not have a policy or practice which provided or recorded all the legally required unpaid, off-
10 duty meal periods and all the legally required paid, off-duty rest periods to the Plaintiff and the
11 Aggrieved Employees. Plaintiff and Aggrieved Employees were required to perform work as
12 ordered by Defendants for more than five (5) hours during a shift, but were often required to do
13 so without receiving a meal break. In fact, as addressed above, Defendants followed a practice of
14 under-reporting hours worked in an effort to ensure that the timekeeping records for Employees
15 reflected a shift of less than six hours when in fact the Employee worked more than six hours in
16 an effort to avoid the meal period requirements under the Labor Code and applicable IWC Wage
17 Orders through an alleged meal period waiver. As a result, Defendants' failure to provide the
18 Plaintiff and Aggrieved Employees with all the legally required off-duty, unpaid meal periods
19 and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants'
20 business records, or lack thereof. From at least one (1) year prior to the filing of this lawsuit and
21 continuing to the present, Defendants have regularly required Employees to work shifts in
22 excess of five (5) hours without providing them with uninterrupted meal periods of not less than
23 thirty (30) minutes, and shifts in excess of ten (10) hours without providing them with second
24 meal periods of not less than thirty minutes; nor did Defendants pay Employees "premium pay,"
25 i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period that
26 Defendants failed to provide or deficiently provided.

27 15. Therefore, for at least one (1) year prior to the filing of this action and through to
28 the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were

1 otherwise not provided with the opportunity to take required breaks due to Defendants' policies
2 and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided
3 with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and
4 Employees were not provided with one (1) hour's wages in lieu thereof. Meal period violations
5 thus occurred in one or more of the following manners:

- 6 (a) Aggrieved Employees were not provided full thirty-minute duty free meal
7 periods for work days in excess of five (5) hours and were not
8 compensated one (1) hour's wages in lieu thereof, all in violation of,
9 among others, Labor Code §§ 226.7, 512, and the applicable Industrial
10 Welfare Commission Wage Order(s);
- 11 (b) Aggrieved Employees were not provided second full thirty-minute duty
12 free meal periods for work days in excess of ten (10) hours;
- 13 (c) Aggrieved Employees were required to work through at least part of their
14 daily meal period(s);
- 15 (d) Meal periods were provided after five (5) hours of continuous work during
16 a shift; and
- 17 (e) Aggrieved Employees were restricted in their ability to take a full thirty-
18 minute meal period.

19 16. Plaintiff and the Defendants' Aggrieved Employees were also not authorized and
20 permitted to take lawful rest periods, were systematically required by Defendants to work
21 through or during breaks, and were not provided with one (1) hour's wages in lieu thereof. They
22 were required to remain on-duty during breaks or portions of their breaks, thus making them
23 either untimely or shortened and on-duty, and they were also prevented from leaving the
24 premises during rest breaks under Defendants' policies. Rest period violations therefore arose
25 in one or more of the following manners:

- 26 (a) Aggrieved Employees were required to work without being provided a
27 minimum ten (10) minute rest period for every four (4) hours or major
28 fraction thereof worked and were not compensated one (1) hour of pay at

1 their regular rate of compensation for each workday that a rest period was
2 not provided;

3 (b) Aggrieved Employees were not authorized and permitted to take timely
4 rest periods for every four hours worked, or major fraction thereof; and

5 (c) Aggrieved Employees were required to remain on-duty during rest periods
6 or otherwise had their rest periods interrupted by work demands.

7 17. From at least one (1) year prior to the filing of this lawsuit and continuing to the
8 present, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or
9 deducting the Employees' earned wages, including by the above described off the clock work
10 and rounding. By not compensating Employees for all hours worked, Defendant unlawfully
11 deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of
12 Labor Code § 221.

13 18. As a result of these illegal policies and practices, Defendants engaged in and
14 enforced the following additional unlawful practices and policies against Plaintiff and the
15 Aggrieved Employees she seeks to represent:

16 a. failing to pay all wages owed to Aggrieved Employees who either were
17 discharged, laid off, or resigned in accordance with the requirements of Labor
18 Code §§ 201, 202, 203;

19 b. failing to pay all wages owed to the Aggrieved Employees twice monthly in
20 accordance with the requirements of Labor Code § 204;

21 c. failing to pay Aggrieved Employees all wages owed, including all meal and rest
22 period premium wages; and

23 d. failing to maintain accurate records of Aggrieved Employees' earned wages and
24 meal periods in violation of Labor Code §§ 226 and 1174(d) and Section 7 of the
25 applicable IWC Wage Orders.

26 19. From at least one (1) year prior to the filing of this lawsuit, and continuing to the
27 present, Defendants have also consistently failed to provide Employees with timely, accurate,
28 and itemized wage statements, in writing, as required by California wage-and-hour laws. More

specifically, the wage statements failed to incorporate non-discretionary and performance based bonuses and/or commissions (incentive pay) into the regular rate of pay used to calculate and pay overtime compensation. The wage statements also failed to account for unpaid wages and overtime due to off the clock work, namely when Employees were required to work off the clock. Additionally, the wage statements given to Employees failed to accurately account for premium pay for deficiently provided meal periods and rest breaks, as discussed above. In addition, the wage statements are inaccurate and in violation of Labor Code § 226(a) because they do not reflect the proper overtime rate for overtime hours worked which should have been based on the Aggrieved Employees' regular rate of pay. This regular rate of pay should have factored in non-discretionary and performance based bonuses and/or commissions (incentive pay). It did not. This violates Labor Code § 226(a)(9). Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b).

20. From at least one (1) year prior to filing this lawsuit and continuing to the present, Defendants have thus also had a consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

21. In light of the foregoing, Plaintiff and the Aggrieved Employees bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*, and pursuant to the applicable IWC Wage Order provisions and California Code of Regulations, Title 8, section 11000 *et seq.*

PAGA NOTICE AND ALLEGATIONS

22. Plaintiff brings this PAGA representative action on behalf of herself and all others similarly situated Aggrieved Employees employed by Defendants during the liability period pursuant to Labor Code § 2698 *et seq.* Plaintiff and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by the alleged violators, Defendants. Upon

1 information and belief, at all times during the liability period, Plaintiff and the Aggrieved
2 Employees were employees subject to the protections of the California Labor Code and the
3 applicable Industrial Welfare Commission (“IWC”) Wage Orders, including IWC Wage Order
4 No. 4-2001 regulating the wages, hours and working conditions in the Professional, Technical,
5 Clerical, Mechanical, and Similar Occupations (“Wage Order No. 4”).

6 23. In failing to pay Aggrieved Employees minimum wages and overtime, not
7 providing proper meal and rest periods, failing to provide accurate itemized wage statements,
8 and failing to pay Employees wages upon termination or timely upon resignation, all addressed
9 herein, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as
10 required under Labor Code § 204. Defendants also failed to maintain records showing accurate
11 hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code §
12 1174 and the applicable IWC Wage Orders.

13 24. As such, Plaintiff and the Aggrieved Employees seek wages and penalties under
14 Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included
15 under Labor Code § 2699.5, which includes the penalty provisions, without limitation, based
16 *inter alia* on the following California Labor Code sections: 201, 202, 203, 204, 210, 221, 226,
17 226.7, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,
18 1198, 1199, 2698, and 2699, *et seq.*

19 25. More specifically, after complying with the notice procedures of Labor Code §
20 2699.3, Plaintiff asserts as a representative action on behalf of the California Attorney General
21 and the other similarly Aggrieved Employees a PAGA claim for violations of the underlying
22 claims addressed herein and seeking penalties as specified by the applicable corresponding
23 provisions, including as follows:

24 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
25 earned regular pay and minimum wages for regular hours worked and for failure to pay
26 overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a),
27 1197, and 1198, and Sections 2(K), 3(A) and 4 of the applicable IWC Wage Order(s)
28 seeking all civil and statutory penalties available and applicable, and wages, under Labor

1 Code §§ 510, 558, 1194.2, 1197.1, 2699(f)(2), and 2699.5, and also for attorneys' fees and
2 costs pursuant to Labor Code § 2699(g)(1);

3 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
4 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit
5 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu
6 thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A) and 12(B) of
7 the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and
8 applicable, and wages, under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-
9 (3), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code §
10 2699(g)(1);

11 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
12 provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements
13 and failure to maintain employment records for Plaintiff and Aggrieved Employees under
14 Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable
15 IWC Wage Order(s) seeking all civil and statutory penalties and wages available and
16 applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for
17 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

18 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including
19 at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,
20 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and
21 wages, under Labor Code §§ 201, 202, 203, 204, 210, 558, 1197, and 2699(f)(2), and
22 Section 20 of the applicable IWC Wage Order(s), and also for attorneys' fees and costs
23 pursuant to Labor Code § 2699(g)(1); and

24 (e) All Alleged Violations of the IWC Wage Orders: For any above addressed
25 violation of the applicable provisions of the IWC Wage Orders constituting violations of
26 Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and
27 applicable under Labor Code § 2699(f)(2) and for attorneys' fees and costs pursuant to
28 Labor Code § 2699(g)(1).

1 26. The penalties shall be allocated under Labor Code § 2699(i) as follows: 75% to
2 the Labor and Workforce Development Agency (LWDA) and 25% to the affected employees.

3 27. As also addressed above, Plaintiffs on behalf of the Aggrieved Employees also
4 seeks the penalties and remedies set forth in Labor Code § 558, which states:

5 (a) Any employer or other person acting on behalf of an employer
6 who violates, or causes to be violated, a section of this chapter or any
7 provision regulating hours and days of work in any order of the Industrial
8 Welfare Commission shall be subject to a civil penalty as follows: (1) For
9 any initial violation, fifty dollars (\$50) for each underpaid employee for
10 each pay period for which the employee was underpaid in addition to an
11 amount sufficient to recover underpaid wages. (2) For each subsequent
12 violation, one hundred dollars (\$100) for each underpaid employee for
13 each pay period for which the employee was underpaid in addition to an
14 amount sufficient to recover underpaid wages. (3) Wages recovered
15 pursuant to this section shall be paid to the affected employee.

16 (b) If upon inspection or investigation the Labor Commissioner
17 determines that a person had paid or caused to be paid a wage for
18 overtime work in violation of any provision of this chapter, or any
19 provision regulating hours and days of work in any order of the Industrial
20 Welfare Commission, the Labor Commissioner may issue a citation. The
21 procedures for issuing, contesting, and enforcing judgments for citations
22 or civil penalties issued by the Labor Commissioner for a violation of this
23 chapter shall be the same as those set out in Section 1197.1.

24 (c) The civil penalties provided for in this section are in addition to
25 any other civil or criminal penalty provided by law.

26 28. Plaintiff has exhausted her administrative remedy by sending a certified letter to
27 the LWDA and Defendants postmarked on **September 16, 2020** addressing in detail the specific
28 provisions of the Labor Code Defendants have violated and addressing the facts and legal
theories to support the alleged violations. The LWDA has not provided notice of its intent to
investigate the alleged violations within 65 calendar days of the postmark date of the letter. As a
result, as a matter of law, Plaintiff is entitled to file this Complaint for full compliance and
exhaustion of the notice requirements under the PAGA and seeks civil penalty assessments
against Defendants as a Representative of the State of California as hereinafter alleged and in
accordance with the law, in addition to costs and reasonable attorneys' fees as provided by the
PAGA statute. A true and correct copy of the **September 16, 2020** Notice to the LWDA and the

Defendants is attached hereto **Exhibit A** and is expressly incorporated into this Complaint as if set forth in full. Plaintiff alleges that the notice period provided by statute has expired and amendment is proper pursuant to Labor Code § 2699.3(a)(2)(C).

29. This action has been brought and may properly be maintained as a representative action under the provisions of Labor Code § 2698 *et seq.* seeking civil and statutory penalties and wages based, *inter alia*, on the following claims addressed in detail herein:

- a. Defendants failed to pay Employees minimum wages and wages for all hours worked;
- b. Defendants failed to pay Employees overtime as required under Labor Code § 510;
- c. Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- d. Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- e. Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;
- f. Defendants violated Labor Code § 221 by making unauthorized deductions from wages;
- g. Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- h. Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Aggrieved Employees' earned wages and work periods;
- i. Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- j. Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly; and

1 **FIRST CAUSE OF ACTION**

2 **PENALTIES UNDER THE PAGA FOR FAILURE TO PAY MINIMUM WAGES**

3 **(Against All Defendants)**

4 30. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
5 in full herein.

6 31. Defendants failed to pay Employees minimum wages for all hours worked.
7 Defendants had a consistent policy of requiring Employees to work off the clock and without
8 compensation. Employees would work hours and not receive wages, including as alleged above
9 in connection with off the clock work and requiring Aggrieved Employees to remain on duty
10 and under Defendants' control during breaks and due to the demands placed upon them by
11 Defendants'. During the liability period, Defendants thus regularly failed to pay minimum
12 wages to Plaintiff and the Aggrieved Employees. Defendants' uniform pattern of unlawful
13 wage and hour practices manifested, without limitation, applicable to all Aggrieved Employees,
14 as a result of implementing a uniform policy and practice that denied accurate compensation to
15 Plaintiff and the other Aggrieved Employees as to minimum wage pay.

16 32. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil
17 penalties and remedies for each Aggrieved Employee for each pay period in the applicable
18 statute of limitations in which the Aggrieved Employee was not paid for all hours worked for
19 each pay period, plus reasonable attorneys' fees and costs.

20 33. The Private Attorneys General Act of 2004 ("PAGA") provides that:
21 ... an aggrieved employee may recover the civil penalty described in subdivision
22 (I) in a civil action pursuant to the procedures specified in Section 2699.3 filed on
23 behalf of himself or herself and other current or former employees against whom
24 one or more of the alleged violations was committed. Any employee who prevails
25 in any action shall be entitled to an award of reasonable attorney's fees and costs.
26 Nothing in this part shall operate to limit an employee's right to pursue or recover
other remedies available under state or federal law, either separately or
concurrently with an action taken under this part.
27 California Labor Code § 2699(g)(1).

28 34. Plaintiff is an "aggrieved employee" under the PAGA, as she was employed by
Defendants during the applicable statutory period and suffered one or more of the California

1 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of
2 herself and all other current and former aggrieved non-exempt employees, as defined above,
3 the civil penalties provided by the PAGA, plus reasonable attorneys' fees and costs.

4 35. Plaintiff, by virtue of the Notice correspondence dated **September 16, 2020**,
5 attached hereto as **Exhibit A**, has satisfied all prerequisites to serve as a representative of the
6 general public to enforce California's labor laws, including without limitation, the penalty
7 provisions identified in California Labor Code § 2699.5. Because the LWDA took no steps
8 within the applicable time period required to intervene, and because Defendants took no
9 corrective actions to remedy the allegations set forth above, Plaintiff, as a representative of the
10 people of the State of California, will seek, and hereby does seek, any and all civil penalties
11 otherwise capable of being collected by the Labor Commission and/or the Department of Labor
12 Standards Enforcement ("DLSE").

13 36. Any civil penalties recovered herein will be distributed in accordance with the
14 PAGA, with at least 75% of the penalties recovered being reimbursed to the State of California
15 and the LWDA, where applicable. See Labor Code § 2699(i).

16 37. Specifically, Plaintiff seeks to recover civil penalties pursuant to the PAGA that
17 arise from the policies, practices and business acts of Defendants to the extent provided by law
18 as a Representative Action, including reasonable attorneys' fees and costs, and underpayment
19 of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA
20 statute. Labor Code § 558 provides in pertinent part:

21 (a) Any employer or other person acting on behalf of an employer
22 who violates, or causes to be violated, a section of this chapter or any
23 provision regulating hours and days of work in any order of the Industrial
24 Welfare Commission shall be subject to a civil penalty as follows: (1) For
25 any initial violation, fifty dollars (\$50) for each underpaid employee for
26 each pay period for which the employee was underpaid in addition to an
27 amount sufficient to recover underpaid wages. (2) For each subsequent
28 violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (3) Wages recovered
pursuant to this section shall be paid to the affected employee....

(c) The civil penalties provided for in this section are in addition to
any other civil or criminal penalty provided by law.

1
2 38. Plaintiff seeks civil penalties against Defendants for failure to provide Plaintiff
3 and other aggrieved non-exempt employees proper regular pay and minimum wages for regular
4 hours worked and/or overtime premium pay for overtime hours worked during the applicable
5 statutory period.

6 39. Section 4 of IWC Wage Order No. 4 provides in pertinent part: “(A) Every
7 employer shall pay to each employee wages not less than the following: (1) Any employer who
8 employs 26 or more employees shall pay to each employee wages not less than the following:
9 (a) Ten dollars and fifty cents (\$10.50) per hour for all hours worked, effective January 1,
10 2017; (b) Eleven dollars (\$11.00) per hour for all hours worked, effective January 1, 2018; (c)
11 Twelve dollars (\$12.00) per hour for all hours worked, effective January 1, 2019;.... (B) Every
12 employer shall pay to each employee, on the established payday for the period involved, not
13 less than the applicable minimum wage for all hours worked in the payroll period, whether the
14 remuneration is measured by time, piece, commission, or otherwise.”

15 40. Section 2(K) of IWC Wage Order No. 4 defines “Hours worked” as “the time
16 during which an employee is subject to the control of an employer, and includes all the time the
17 employee is suffered or permitted to work, whether or not required to do so.”

18 41. In California, employees must be paid at least the then applicable state minimum
19 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
20 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
21 timely pay its employees for all hours worked. Defendants failed to do so.

22 42. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
23 states: “The minimum wage for employees fixed by the commission is the minimum wage to
24 be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

25 43. The minimum wage provisions of California Labor Code are enforceable by
26 private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any
27 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage
28 or the legal overtime compensation applicable to the employee is entitled to recover in a civil

1 action the unpaid balance of the full amount of this minimum wage or overtime compensation,
2 including interest thereon, reasonable attorney's fees and costs of suit."

3 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
4 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
5 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
6 Orders, entitle non-exempt employees to an amount equal to or greater than the minimum wage
7 for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this
8 rate may be used as a credit against a minimum wage obligation.

9 45. In committing these violations of the California Labor Code, Defendants
10 inaccurately recorded, or calculated the correct time worked and consequently underpaid the
11 actual time worked by Plaintiff and other Aggrieved Employees. Defendants acted in an illegal
12 attempt to avoid the payment of all earned wages, and other benefits in violation of the
13 California Labor Code, the Industrial Welfare Commission requirements and other applicable
14 laws and regulations. As a result of these violations, Defendant also failed to timely pay all
15 wages earned in accordance with California Labor Code § 1194.

16 46. California Labor Code § 1194.2 also provides for the following remedies: "In any
17 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
18 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
19 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

20 47. In addition to restitution for all unpaid wages, pursuant to California Labor Code
21 § 1197.1, Plaintiff and Aggrieved Employees are entitled to recover a penalty of \$100.00 for the
22 initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent
23 failure to pay each employee minimum wages.

24 48. Pursuant to California Labor Code § 1194.2, Plaintiff and Aggrieved Employees
25 are further entitled to recover liquidated damages in an amount equal to wages unlawfully
26 unpaid and interest thereon.

27 49. Labor Code § 1198 also requires that: "The maximum hours of work and the
28 standard conditions of labor fixed by the commission shall be the maximum hours of work and

1 the standard conditions of labor for employees. The employment of any employee for longer
2 hours than those fixed by the order or under conditions of labor prohibited by the order is
3 unlawful.” Labor Code § 1198 therefore provides a basis in the Labor Code to recover for
4 violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one
5 of the provisions for which a representative PAGA action may be commenced under Labor Code
6 § 2699.3.

7 50. Additionally, Labor Code § 1199 provides that: “Every employer or other person
8 acting either individually or as an officer, agent, or employee of another person is guilty of a
9 misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100)..., who
10 does any of the following: (a) Requires or causes any employee to work for longer hours than
11 those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or
12 causes to be paid to any employee a wage less than the minimum fixed by an order of the
13 commission....”

14 51. Similarly, Section 20 of IWC Wage Order No. 4 addresses further penalties as
15 follows: “(A) In addition to any other civil penalties provided by law, any employer or any other
16 person acting on behalf of the employer who violates, or causes to be violated, the provisions of
17 this order, shall be subject to the civil penalty of: (1) Initial Violation — \$50.00 for each
18 underpaid employee for each pay period during which the employee was underpaid in addition
19 to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00
20 for each underpaid employee for each pay period during which the employee was underpaid in
21 addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee
22 shall receive payment of all wages recovered.”

23 52. Additionally, Plaintiff and the Aggrieved Employees were required to endure
24 unlawful deductions from their wages, as set forth above in connection with off the clock work.
25 Labor Code § 221 instructs that: “It shall be unlawful for any employer to collect or receive from
26 an employee any part of wages theretofore paid by said employer to said employee.” These
27 unlawful deductions equate to additional unpaid wage violations giving rise to PAGA penalties,
28 and Labor Code § 221 is an enumerated provision under Labor Code § 2699.5.

53. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

54. Labor Code § 2699(f)(2) states: “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

55. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,... 221, ...510, 512,... 1194, 1197, 1197.1 and 1198...1199”, and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action.

56. Defendants’ conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly compensate Plaintiff and other aggrieved non-exempt employees applicable minimum wages and contractually agreed upon wages for all hours they were required to work and remain under Defendants’ control.

57. As a direct and proximate result of the Defendants’ unlawful acts, as alleged in detail herein, Plaintiff and other aggrieved non-exempt employees have been deprived, and continue to be deprived, of minimum wages and all wages owed for all hours they worked.

58. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiff and the other Aggrieved Employees minimum wages and all wages owed for all hours worked. Accordingly, Plaintiff entitled to recover, and hereby seeks through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections 2(K), 4, and 20 of the

1 applicable IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties available and
2 applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and
3 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

4 59. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.
5 For the purposes of this cause of action, recovery of civil penalties will include the recovery of
6 underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and
7 subject to Court approval.

8 **SECOND CAUSE OF ACTION**

9 **CIVIL PENALTIES UNDER THE PAGA FOR FAILURE TO PAY WAGES AND**

10 **OVERTIME UNDER LABOR CODE § 510**

11 **(Against All Defendants)**

12 60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
13 in full herein.

14 61. California Labor Code § 1194 provides that "any employee receiving less than
15 the legal minimum wage or the legal overtime compensation applicable to the employee is
16 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
17 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
18 suit." The action may be maintained directly against the employer in an employee's name
19 without first filing a claim with the Division of Labor Standards and Enforcement.

20 62. By their conduct, as set forth herein, Defendants violated California Labor Code
21 § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay
22 Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight
23 (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8)
24 hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of
25 pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in
26 excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a
27 consistent policy of not paying Employees wages for all hours worked, including by requiring
28 off the clock work and under-reporting actual hours worked and by failing to incorporate the

1 sick time and incentive bonuses and/or commissions paid to the Employees into the regular rate
2 used to calculate the sick time wage rate and overtime wage rate, as addressed above.

3 63. Similar to Labor Code § 510, Section 3(A) of IWC Wage Order No. 4 also
4 provides: “(A) Daily Overtime-General Provisions (1) The following overtime provisions are
5 applicable to employees 18 years of age or over... Such employees shall not be employed more
6 than eight (8) hours in any workday or more than 40 in any workweek unless the employee
7 receives one and one half (1 1/2) times such employee’s regular rate of pay for all hours worked
8 over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment
9 beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible
10 provided the employee is compensated for such overtime at not less than: (a) One and one-half
11 (11/2) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours
12 up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked
13 on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee’s
14 regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours
15 worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a
16 workweek...”

17 64. Defendants had a consistent policy of violating these provisions by not paying
18 Employees wages for all hours worked, including requiring off the clock work as addressed and
19 under-reporting actual hours worked. Defendants also paid sick time, non-discretionary and
20 performance based bonuses and/or commissions to Employees, but failed to correctly calculate
21 the regular rate of pay used to pay sick time and overtime wages to Plaintiff and the Aggrieved
22 Employees.

23 65. Defendants, and each of them, have required Plaintiff and the Aggrieved
24 Employees to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff
25 and the Aggrieved Employees all earned and owed straight time and overtime and double time
26 wages and other benefits, in violation of the California Labor Code, the California Code of
27 Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor
28 Standards and Enforcement. Defendants have also violated these provisions by requiring

1 Plaintiff and other similarly situated non-exempt employees to work through meal periods when
2 they were required to be clocked out or to otherwise work off the clock to complete their daily
3 job duties or to attend. Therefore, Employees were not properly compensated, nor were they
4 paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours
5 in a given week. Based on information and belief, Defendants did not make available to
6 Employees a reasonable protocol for correcting time records when Employees worked overtime
7 hours or to fix incorrect time entries to the Employee's detriment. Defendants have also violated
8 these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work
9 through meal periods when they were required to be clocked out or to otherwise work off the
10 clock to complete their daily job duties, and by failing to incorporate sick time, non-
11 discretionary bonuses and/or commissions into the regular rate used by Defendants to calculate
12 and pay sick time and overtime compensation.

13 66. Defendants' failure to pay Plaintiff and the Aggrieved Employees the unpaid
14 balance of regular wages owed and overtime compensation, as required by California law,
15 violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

16 67. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil
17 penalties and remedies for each Aggrieved Employee for each pay period in the applicable
18 statute of limitations in which the Aggrieved Employee was not paid at the correct overtime
19 rate for all hours worked for each pay period, plus reasonable attorneys' fees and costs.

20 68. The Private Attorneys General Act of 2004 ("PAGA") provides that:

21 ... an aggrieved employee may recover the civil penalty described in subdivision
22 (I) in a civil action pursuant to the procedures specified in Section 2699.3 filed on
23 behalf of himself or herself and other current or former employees against whom
24 one or more of the alleged violations was committed. Any employee who prevails
25 in any action shall be entitled to an award of reasonable attorney's fees and costs.
Nothing in this part shall operate to limit an employee's right to pursue or recover
other remedies available under state or federal law, either separately or
concurrently with an action taken under this part.

26 California Labor Code § 2699(g)(1).

27 69. Plaintiff is an "aggrieved employee" under the PAGA, as she was employed by
28 Defendants during the applicable statutory period and suffered one or more of the California

1 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of
2 herself and all other current and former aggrieved non-exempt employees, as defined above,
3 the civil penalties provided by the PAGA, plus reasonable attorneys' fees and costs.

4 70. Plaintiff, by virtue of the Notice correspondence dated **September 16, 2020**,
5 attached hereto as **Exhibit A**, has satisfied all prerequisites to serve as a representative of the
6 general public to enforce California's labor laws, including without limitation, the penalty
7 provisions identified in California Labor Code § 2699.5. Because the LWDA took no steps
8 within the applicable time period required to intervene, and because Defendants took no
9 corrective actions to remedy the allegations set forth above, Plaintiff, as a representative of the
10 people of the State of California, will seek, and hereby does seek, any and all civil penalties
11 otherwise capable of being collected by the Labor Commission and/or the Department of Labor
12 Standards Enforcement ("DLSE").

13 71. Any civil penalties recovered herein will be distributed in accordance with the
14 PAGA, with at least 75% of the penalties recovered being reimbursed to the State of California
15 and the LWDA, where applicable. See Labor Code § 2699(i).

16 72. Specifically, Plaintiff seeks to recover civil penalties pursuant to the PAGA that
17 arise from the policies, practices and business acts of Defendants to the extent provided by law
18 as a Representative Action, including reasonable attorneys' fees and costs, and underpayment
19 of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA
20 statute. Labor Code § 558 provides in pertinent part:

21 (a) Any employer or other person acting on behalf of an employer
22 who violates, or causes to be violated, a section of this chapter or any
23 provision regulating hours and days of work in any order of the Industrial
24 Welfare Commission shall be subject to a civil penalty as follows: (1) For
25 any initial violation, fifty dollars (\$50) for each underpaid employee for
26 each pay period for which the employee was underpaid in addition to an
27 amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (3) Wages recovered
pursuant to this section shall be paid to the affected employee....

28 (c) The civil penalties provided for in this section are in addition to
any other civil or criminal penalty provided by law.

1
2 73. Section 2(K) of IWC Wage Order No. 4 defines “Hours worked” as “the time
3 during which an employee is subject to the control of an employer, and includes all the time the
4 employee is suffered or permitted to work, whether or not required to do so.”

5 74. In California, employees must be paid at least the then applicable state minimum
6 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
7 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
8 timely pay its employees for all hours worked. Defendants failed to do so. Defendants’ failure
9 to pay compensation in a timely fashion also constituted a violation of California Labor Code §
10 204, which requires that all wages shall be paid semimonthly. During the liability period,
11 Defendants have failed to pay all wages and overtime compensation earned by Aggrieved
12 Employees, and each such failure to make a timely payment of compensation to Employees
13 constitutes a separate violation of California Labor Code § 204.

14 75. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
15 states: “The minimum wage for employees fixed by the commission is the minimum wage to
16 be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

17 76. The minimum wage provisions of California Labor Code are enforceable by
18 private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any
19 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage
20 or the legal overtime compensation applicable to the employee is entitled to recover in a civil
21 action the unpaid balance of the full amount of this minimum wage or overtime compensation,
22 including interest thereon, reasonable attorney’s fees and costs of suit.”

23 77. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
24 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
25 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
26 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage
27 for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this
28 rate may be used as a credit against a minimum wage obligation.

1 78. In committing the above addressed violations of the California Labor Code,
2 Defendants inaccurately recorded, or required Plaintiff and the Aggrieved Employees to input
3 times that did not reflect their actual hours worked, or calculated the incorrect time worked and
4 consequently underpaid the actual time worked by Plaintiff and other Aggrieved Employees.
5 Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other
6 benefits in violation of the California Labor Code, the Industrial Welfare Commission
7 requirements and other applicable laws and regulations. As a result of these violations,
8 Defendant also failed to timely pay all wages earned in accordance with California Labor Code §
9 1194.

10 79. California Labor Code § 1194.2 also provides for the following remedies: “In any
11 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
12 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
13 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

14 80. In addition to restitution for all unpaid wages, pursuant to California Labor Code
15 § 1197.1, Plaintiff and Aggrieved Employees are entitled to recover a penalty of \$100.00 for the
16 initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent
17 failure to pay each employee minimum wages.

18 81. Pursuant to California Labor Code § 1194.2, Plaintiff and Aggrieved Employees
19 are further entitled to recover liquidated damages in an amount equal to wages unlawfully
20 unpaid and interest thereon.

21 82. Labor Code § 1198 also requires that: “The maximum hours of work and the
22 standard conditions of labor fixed by the commission shall be the maximum hours of work and
23 the standard conditions of labor for employees. The employment of any employee for longer
24 hours than those fixed by the order or under conditions of labor prohibited by the order is
25 unlawful.” Labor Code § 1198 therefore provides a basis in the Labor Code to recover for
26 violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one
27 of the provisions for which a representative PAGA action may be commenced under Labor Code
28 § 2699.3.

1 83. Additionally, Labor Code § 1199 provides that: “Every employer or other person
2 acting either individually or as an officer, agent, or employee of another person is guilty of a
3 misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100)..., who
4 does any of the following: (a) Requires or causes any employee to work for longer hours than
5 those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or
6 causes to be paid to any employee a wage less than the minimum fixed by an order of the
7 commission....”

8 84. Similarly, Section 20 of IWC Wage Order No. 4 addresses further penalties as
9 follows: “(A) In addition to any other civil penalties provided by law, any employer or any other
10 person acting on behalf of the employer who violates, or causes to be violated, the provisions of
11 this order, shall be subject to the civil penalty of: (1) Initial Violation — \$50.00 for each
12 underpaid employee for each pay period during which the employee was underpaid in addition
13 to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00
14 for each underpaid employee for each pay period during which the employee was underpaid in
15 addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee
16 shall receive payment of all wages recovered.”

17 85. Defendants have the ability to pay overtime wages for all time worked and have
18 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
19 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

20 86. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
21 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
22 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
23 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
24 employee per pay period for the initial violation and two hundred dollars (\$200) for each
25 aggrieved employee per pay period for each subsequent violation.”

26 87. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee
27 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in
28 Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally,

1 Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of
2 Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§]
3 204,...510, 512,... 1194, 1197, 1197.1 and 1198...1199” among the provisions of the Code that
4 allow for recovery of civil penalties pursuant to the PAGA.

5 88. Defendants’ conduct, as alleged herein, violates the aforementioned regulations
6 because Defendants failed to properly compensate Plaintiff and other aggrieved non-exempt
7 employees applicable minimum wages and contractually agreed upon wages for all hours they
8 were required to work and remain under Defendants’ control.

9 89. As a direct and proximate result of the Defendants’ unlawful acts, as alleged in
10 detail herein, Plaintiff and other aggrieved non-exempt employees have been deprived, and
11 continue to be deprived, of overtime wages owed for all hours they worked.

12 90. As such, Defendants are liable for PAGA penalties resulting from their failure to
13 timely provide Plaintiff and the other Aggrieved Employees overtime and premium wages for all
14 hours worked. Accordingly, Plaintiff entitled to recover, and hereby seeks through this
15 representative action, all civil and statutory penalties authorized for violations of California
16 Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(K), 4, and 20 of the
17 applicable IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties available and
18 applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and
19 2699.5, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

20 91. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.
21 For the purposes of this cause of action, recovery of civil penalties will include the recovery of
22 underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and
23 subject to Court approval.

24 **THIRD CAUSE OF ACTION**

25 **CIVIL PENALTIES UNDER THE PAGA FOR MEAL-PERIOD LIABILITY**

26 **UNDER LABOR CODE §§ 512, 226.7**

27 **(Against All Defendants)**

28 92. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth

1 in full herein.

2 93. Employees regularly worked shifts greater than five (5) hours and in some
3 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, an employer may not
4 employ someone for a shift of more than five (5) hours without providing him or her with a meal
5 period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without
6 providing him or her with a second meal period of not less than thirty (30) minutes.

7 94. Similar to Labor Code § 512, Section 11(A)-(D) of Wage Order No. 4 provides
8 that: “(A) No employer shall employ any person for a work period of more than five (5) hours
9 without a meal period of not less than 30 minutes, except that when a work period of not more
10 than six (6) hours will complete the day’s work the meal period may be waived by mutual
11 consent of the employer and the employee. Unless the employee is relieved of all duty during a
12 30 minute meal period, the meal period shall be considered an “on duty” meal period and
13 counted as time worked.... (B) If an employer fails to provide an employee a meal period in
14 accordance with the applicable provisions of this order, the employer shall pay the employee one
15 (1) hour of pay at the employee’s regular rate of compensation for each work day that the meal
16 period is not provided....”

17 95. Defendants failed to provide Employees with meal periods as required under the
18 Labor Code. Employees were often required to work or to otherwise remain under Defendants’
19 control during meal periods, or Defendants provided them after Employees worked beyond the
20 fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work
21 demands and requirements. Furthermore, upon information and belief, on the occasions when
22 Employees worked more than ten (10) hours in a given shift, they did so without receiving a
23 second uninterrupted thirty (30) minute meal period, as required by law.

24 96. Defendants thus failed to provide Plaintiff and the Aggrieved Employees with
25 meal periods as required by the Labor Code, including by not providing them with the
26 opportunity to take meal breaks, by providing them late or for less than thirty (30) minutes, or by
27 requiring them to perform work during breaks.

28 97. Moreover, Defendants failed to compensate Employees for each meal period not

provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7.

98. Plaintiff seeks civil penalties against Defendants for failure to provide Plaintiff and other aggrieved non-exempt employees lawful off-duty unpaid meal periods, as well as corresponding premium pay for denied meal periods, during the applicable statutory period.

99. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee....

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

100. Section 2(K) of IWC Wage Order No. 4 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

101. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and

1 the standard conditions of labor for employees. The employment of any employee for longer
2 hours than those fixed by the order or under conditions of labor prohibited by the order is
3 unlawful.” Labor Code § 1198 therefore provides a basis in the Labor Code to recover for
4 violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one
5 of the provisions for which a representative PAGA action may be commenced under Labor
6 Code § 2699.3.

7 102. Premium pay for denied lawful meal and rest periods is considered a “wage”
8 rather than a penalty. *See Murphy v. Kennefth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114.

9 103. Specifically, Plaintiff seeks to recover civil penalties pursuant to the PAGA that
10 arise from the policies, practices, and business acts of Defendants to the extent provided by law
11 as a Representative Action, including reasonable attorneys’ fees and costs, and underpayment of
12 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

13 104. Upon information and belief, Plaintiff and other aggrieved non-exempt
14 employees did not enter into legally binding written agreements with Defendants agreeing to
15 “on-duty” meal periods, or waiving “off duty” meal periods. Nor does the nature of their work
16 prevent the Aggrieved Employees from being relieved of all duties during meal periods. To the
17 contrary. Any inability to take uninterrupted off-duty meal periods was, and is, attributable
18 solely to Defendants’ own insufficient staffing models, rather than the general nature of the work
19 performed by Plaintiff and other Aggrieved Employees.

20 105. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
21 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
22 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
23 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
24 employee per pay period for the initial violation and two hundred dollars (\$200) for each
25 aggrieved employee per pay period for each subsequent violation.”

26 106. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee
27 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in
28 Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally,

1 Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of
2 Section 2699.3 apply to any alleged violation of the following provisions: “[Labor Code §§]
3 226.7, ...512,...558,... and 1198” among the provisions of the Code that allow for recovery of
4 civil penalties pursuant to the PAGA.

5 107. Defendants’ conduct, as alleged herein, violates the aforementioned regulations
6 because Defendants failed to properly provide Plaintiff and other aggrieved non-exempt
7 employees with lawful uninterrupted off-duty meal periods throughout the applicable statutory
8 period. Defendants also systematically denied Plaintiff and other Aggrieved Employees proper
9 premium pay at the rate of one hour of pay at their regular pay rates for each work shift they
10 were denied an unpaid, off-duty 30-minute meal period.

11 108. As such, Defendants are liable for PAGA penalties resulting from their failure to
12 provide Plaintiff and other aggrieved non-exempt employees lawful meal periods and the
13 corresponding meal period premium pay. Accordingly, Plaintiff is entitled to recover, and
14 hereby seeks through this Representative Action, all civil and statutory penalties authorized for
15 violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(D) of the
16 applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and
17 applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and
18 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

19 109. Aggrieved employees may recover penalties for denied meal periods under the
20 PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating
21 hours and days of work in any Order, and Plaintiff has fully complied with procedures specified
22 in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will
23 therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3),
24 in an amount according to proof and subject to Court approval.

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1 **FOURTH CAUSE OF ACTION**

2 **PENALTIES UNDER THE PAGA FOR REST-BREAK LIABILITY UNDER**

3 **LABOR CODE §§ 226.7, 512**

4 **(Against All Defendants)**

5 110. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
6 in full herein.

7 111. Section 12(A)-(B) of IWC Wage Order No. 4 instructs that: “(A) Every
8 employer shall authorize and permit all employees to take rest periods, which insofar as
9 practicable shall be in the middle of each work period. The authorized rest period time shall be
10 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
11 hours or major fraction thereof. However, a rest period need not be authorized for employees
12 whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period
13 time shall be counted as hours worked for which there shall be no deduction from wages. (B) If
14 an employer fails to provide an employee a rest period in accordance with the applicable
15 provisions of this order, the employer shall pay the employee one (1) hour of pay at the
16 employee’s regular rate of compensation for each work day that the rest period is not provided.”

17 112. Labor Code § 226.7 further instructs that: “(b) An employer shall not require an
18 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
19 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission,... (c)
20 If an employer fails to provide an employee a meal or rest or recovery period in accordance with
21 a state law,... the employer shall pay the employee one additional hour of pay at the employee’s
22 regular rate of compensation for each workday that the meal or rest or recovery period is not
23 provided. (d) A rest or recovery period mandated pursuant to a state law,... shall be counted as
24 hours worked, for which there shall be no deduction from wages....”

25 113. Labor Code § 226.7 and paragraph 12 of the applicable IWC Wage Orders thus
26 provide that employers must authorize and permit all employees to take rest periods at the rate of
27 ten (10) minutes net rest time per four (4) work hours.

28 114. Employees consistently worked consecutive four (4) hour shifts and were

generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Employees were often required to work or to otherwise remain under Defendants' control during rest periods, and had breaks provided untimely as a result of the above described off the clock work. Defendants, and each of them, have therefore intentionally and improperly denied rest periods to Plaintiff and the Aggrieved Employees in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders.

115. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee....

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

116. Section 2(G) of IWC Wage Order No. 4 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

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1 117. Labor Code § 1198 also requires that: “The maximum hours of work and the
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and
3 the standard conditions of labor for employees. The employment of any employee for longer
4 hours than those fixed by the order or under conditions of labor prohibited by the order is
5 unlawful.” Labor Code § 1198 therefore provides a basis in the Labor Code to recover for
6 violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one
7 of the provisions for which a representative PAGA action may be commenced under Labor Code
8 § 2699.3.

9 118. Premium pay for denied lawful meal and rest periods is considered a “wage”
10 rather than a penalty. *See Murphy v. Kennefth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114.

11 119. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the
12 policies, practices, and business acts of Defendants to the extent provided by law as a
13 Representative Action, including reasonable attorneys’ fees and costs, and underpayment of
14 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

15 120. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
16 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
17 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
18 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
19 employee per pay period for the initial violation and two hundred dollars (\$200) for each
20 aggrieved employee per pay period for each subsequent violation.”

21 121. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee
22 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in
23 Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally,
24 Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of
25 Section 2699.3 apply to any alleged violation of the following provisions: “[Labor Code §§]
26 226.7, ...512,...558,... and 1198” among the provisions of the Code that allow for recovery of
27 civil penalties pursuant to the PAGA.

28 122. Defendants’ conduct, as alleged herein, violates the aforementioned regulations

1 because Defendants failed to properly provide Plaintiff and other aggrieved non-exempt
2 employees with lawful uninterrupted off-duty, net ten-minute rest periods throughout the
3 applicable statutory period. Defendants also systematically denied Plaintiff and other Aggrieved
4 Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each
5 work shift they were denied one of their lawfully entitled rest periods.

6 123. As such, Defendants are liable for PAGA penalties resulting from their failure to
7 provide Plaintiff and other aggrieved non-exempt employees lawful rest periods and the
8 corresponding rest period premium pay. Accordingly, Plaintiff is entitled to recover, and hereby
9 seeks through this Representative Action, all civil and statutory penalties authorized for
10 violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 12(A)-(B) of the
11 applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and
12 applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and
13 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

14 124. Aggrieved employees may recover penalties for denied rest periods under the
15 PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating
16 hours and days of work in any Order, and Plaintiff has fully complied with procedures specified
17 in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will
18 therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3),
19 in an amount according to proof and subject to Court approval.

20 **FIFTH CAUSE OF ACTION**

21 **PENALTIES UNDER THE PAGA FOR FAILURE TO PROVIDE ACCURATE** 22 **ITEMIZED WAGE STATEMENTS UNDER LABOR CODE § 226(a) AND KEEP** 23 **ACCURATE PAYROLL RECORDS UNDER LABOR CODE § 1174**

24 **(Against All Defendants)**

25 125. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
26 in full herein.

27 126. Plaintiff seeks civil penalties against Defendants for failure to provide Plaintiff
28 and the other Aggrieved Employees accurate itemized wage statements during the applicable

1 statutory period.

2 127. California Labor Code § 226(a) requires an employer to furnish each of his or her
3 employees with an accurate, itemized statement in writing showing the gross and net earnings,
4 total hours worked, and the corresponding number of hours worked at each hourly rate; these
5 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
6 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
7 statements may be given to the employee separately from the payment of wages; in either case
8 the employer must give the employee these statements twice a month or each time wages are
9 paid.

10 128. Similarly, Sections 7(A)-(B) of IWC Wage Order No. 4 provide: “ (A) Every
11 employer shall keep accurate information with respect to each employee including the
12 following: (1) Full name, home address, occupation and social security number. (2) Birth date, if
13 under 18 years, and designation as a minor. (3) Time records showing when the employee
14 begins and ends each work period. Meal periods, split shift intervals and total daily hours
15 worked shall also be recorded. Meal periods during which operations cease and authorized rest
16 periods need not be recorded. (4) Total wages paid each payroll period, including value of board,
17 lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the
18 payroll period and applicable rates of pay. This information shall be made readily available to
19 the employee upon reasonable request. (6) When a piece rate or incentive plan is in operation,
20 piece rates or an explanation of the incentive plan formula shall be provided to employees. An
21 accurate production record shall be maintained by the employer. (B) Every employer shall
22 semimonthly or at the time of each payment of wages furnish each employee, either as a
23 detachable part of the check, draft, or voucher paying the employee's wages, or separately, an
24 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period
25 for which the employee is paid; (3) the name of the employee or the employee's social security
26 number; and (4) the name of the employer, provided all deductions made on written orders of the
27 employee may be aggregated and shown as one item.”

28 129. Sections 7(C) of IWC Wage Order No. 4 further requires that: “All required

1 records shall be in the English language and in ink or other indelible form, properly dated,
2 showing month, day, and year and shall be kept on file by the employer for at least three (3)
3 years at the place of employment or at a central location within the State of California. An
4 employee's records shall be available for inspection by the employee upon reasonable request."

5 130. Labor Code § 226.3 also instructs that: "Any employer who violates subdivision
6 (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
7 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per
8 employee for each violation in a subsequent citation, for which the employer fails to provide the
9 employee a wage deduction statement or fails to keep the records required in subdivision (a) of
10 Section 226. The civil penalties provided for in this section are in addition to any other penalty
11 provided by law."

12 131. Defendants failed to provide Employees with accurate itemized wage statements
13 in writing, as required by the Labor Code. The wage statements given to Employees failed to
14 accurately account for wages, overtime, and premium pay for deficient meal periods and rest
15 breaks. More specifically, the wage statements failed to incorporate sick time, non-discretionary
16 and performance based bonuses and/or commissions (incentive pay) into the regular rate of pay
17 used to calculate and pay sick time and overtime compensation. Additionally, the wage
18 statements given to Employees, by Defendants, failed to include the above requirements
19 enumerated above. Employees' wage statements did not include: the total hours worked in
20 violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates
21 in effect during the pay period and the corresponding number of hours worked at each such rate
22 in violation of Labor Code § 226 (a)(9). The wage statements provided to Employees were
23 confusing and required Employees to engage in discovery and refer to outside sources to verify
24 whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved
25 Employees. The wage statements also failed to account for unpaid wages and overtime due to
26 off the clock work. Additionally, the wage statements given to Employees failed to accurately
27 account for premium pay for deficiently provided meal periods and rest breaks, as discussed
28 above. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and

1 the Aggrieved Employees, upon each payment of wages, itemized statements accurately
2 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
3 piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all
4 deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
5 paid, (7) the name of the employee and only the last four digits of his or her social security
6 number or an employee identification number other than a social security number, (8) the name
7 and address of the legal entity that is the employer and (9) all applicable hourly rates in effect
8 during the pay period and the corresponding number of hours worked at each hourly rate by the
9 employee pursuant to Labor Code § 226, amongst other statutory requirements. Defendants
10 knowingly and intentionally failed to provide Plaintiff and the Aggrieved Employees with such
11 timely and accurate wage and hour statements.

12 132. Plaintiff and the Aggrieved Employees suffered injury as a result of Defendants'
13 knowing and intentional failure to provide them with the wage and hour statements as required
14 by law and are presumed to have suffered injury and entitled to penalties under Labor Code §
15 226(e), as the Defendants have failed to provide a wage statement, failed to provide accurate
16 and complete information as required by any one or more of items Labor Code § 226 (a)(1) to
17 (9), inclusive, and the Plaintiff and Aggrieved Employees cannot promptly and easily determine
18 from the wage statement alone one or more of the following: (i) The amount of the gross wages
19 or net wages paid to the employee during the pay period or any of the other information
20 required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive,
21 (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to
22 determine the net wages paid to the employee during the pay period, (iii) The name and address
23 of the employer and, (iv) The name of the employee and only the last four digits of his or her
24 social security number or an employee identification number other than a social security
25 number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a
26 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
27 without reference to other documents or information.

28 133. Therefore, as a direct and proximate cause of Defendants' violations of Labor

1 Code § 226(a), Employees suffered injuries, including among other things confusion over
2 whether they received all wages owed them and the total numbers of hours they worked in a pay
3 period, the difficulty and expense involved in reconstructing pay records, and forcing them to
4 make mathematical computations to analyze whether the wages paid in fact compensated them
5 correctly for all hours worked. Labor Code § 226(e)(1) further instructs that: "An employee
6 suffering injury as a result of a knowing and intentional failure by an employer to comply with
7 subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for
8 the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee
9 for each violation in a subsequent pay period, not to exceed an aggregate penalty of four
10 thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees."

11 134. In addition to these statutory penalties under Section 226(e), Plaintiff also seeks
12 civil penalties under the PAGA against Defendants for providing inaccurate wage statements
13 and also for failure to maintain accurate Employee records during the applicable statutory
14 period.

15 135. To this end, Labor Code § 1174 provides that: "Every person employing labor in
16 this state shall:....(c) Keep a record showing the names and addresses of all employees
17 employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or
18 establishments at which employees are employed, payroll records showing the hours worked
19 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
20 piece rate paid to, employees employed at the respective plants or establishments. These records
21 shall be kept in accordance with rules established for this purpose by the commission, but in any
22 case shall be kept on file for not less than three years..."

23 136. Labor Code § 1174.5 further provides that: "Any person employing labor who
24 willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate
25 and complete records required by subdivision (d) of Section 1174, or to allow any member of
26 the commission or employees of the division to inspect records pursuant to subdivision (b) of
27 Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500)."

28 137. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the

1 policies, practices and business acts of Defendants to the extent provided by law as a
2 Representative Action, including reasonable attorneys' fees and costs, and underpayment of
3 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

4 138. As alleged in more detail above, Defendants violated the above statutes by failing
5 to maintain accurate payroll records showing the hours worked daily by, and the wages paid to,
6 Plaintiff and other aggrieved non-exempt employees. Defendants' payroll records pertaining to
7 Plaintiff and other aggrieved non-exempt employees fail to accurately reflect all regular and
8 overtime hours worked, overtime hourly rates, actual gross wages and net wages earned, meal
9 periods, and premium wages owed for denied lawful meal and rest periods.

10 139. Labor Code § 2699(f)(2) states that: "For all provisions of this code except those
11 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
12 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
13 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
14 employee per pay period for the initial violation and two hundred dollars (\$200) for each
15 aggrieved employee per pay period for each subsequent violation."

16 140. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee
17 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in
18 Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally,
19 Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of
20 Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§]
21 226,... subdivisions (c) and (d) of Section 1174,... 1198,...1199,..." among the provisions of
22 the Code that allow for recovery of civil penalties pursuant to the PAGA.

23 141. Labor Code § 1198 also requires that: "The maximum hours of work and the
24 standard conditions of labor fixed by the commission shall be the maximum hours of work and
25 the standard conditions of labor for employees. The employment of any employee for longer
26 hours than those fixed by the order or under conditions of labor prohibited by the order is
27 unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for
28 violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one

1 of the provisions for which a representative PAGA action may be commenced under Labor Code
2 § 2699.3.

3 142. As such, Defendants are liable for PAGA penalties resulting from their failure to
4 provide accurate itemized wage statements to Plaintiff and the Aggrieved Employees and failure
5 to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§
6 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage
7 Order(s), and Plaintiff seeks all civil and statutory penalties and wages available and applicable
8 under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for attorneys' fees and
9 costs pursuant to Labor Code § 2699(g)(1).

10 143. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.
11 For the purposes of this cause of action, recovery of civil penalties will therefore also include the
12 recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3).

13 **SIXTH CAUSE OF ACTION**

14 **PENALTIES UNDER THE PAGA FOR FAILURE TO TIMELY PAY ALL WAGES**

15 **OWED IN VIOLATION OF LABOR CODE §§ 203, 204**

16 **(Against All Defendants)**

17 144. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
18 in full herein.

19 145. Plaintiff and numerous Aggrieved Employees are no longer employed by
20 Defendants; they either quit Defendants' employ or were fired therefrom. Plaintiff seeks civil
21 penalties against Defendants for their failure to timely pay Plaintiff and the Aggrieved Employee
22 all wages owed during the applicable statutory period. Defendants failed to pay these Employees
23 all wages due and certain at the time of termination or within seventy-two (72) hours of
24 resignation. The wages withheld from these Employees by Defendants remained due and owing
25 for more than thirty (30) days from the date of separation from employment.

26 146. Under Labor Code § 201, "(a) If an employer discharges an employee, the wages
27 earned and unpaid at the time of discharge are due and payable immediately...." Under Labor
28 Code § 202, "(a) If an employee not having a written contract for a definite period quits his or

1 her employment, his or her wages shall become due and payable not later than 72 hours
2 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit,
3 in which case the employee is entitled to his or her wages at the time of quitting.”

4 147. Labor Code § 203 further provides: “(a) If an employer willfully fails to pay,
5 without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and
6 205.5, any wages of an employee who is discharged or who quits, the wages of the employee
7 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
8 therefor is commenced; but the wages shall not continue for more than 30 days....”

9 148. Under Labor Code § 2926, “[a]n employee who is not employed for a specified
10 term and who is dismissed by his employer is entitled to compensation for services rendered up
11 to the time of such dismissal.” Also, under Labor Code § 2927, “[a]n employee who is not
12 employed for a specified term and who quits the service of his employer is entitled to
13 compensation for services rendered up to the time of such quitting.”

14 149. Labor Code § 204(a) also instructs that: “All wages, ...earned by any person in
15 any employment are due and payable twice during each calendar month, on days designated in
16 advance by the employer as the regular paydays. Labor performed between the 1st and 15th
17 days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
18 month during which the labor was performed, and labor performed between the 16th and the last
19 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
20 following month.” Under Labor Code § 204(d), “[t]he requirements of this section shall be
21 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
22 wages are paid not more than seven calendar days following the close of the payroll period.” As
23 detailed above, Defendants maintained a consistently applied policy and practice of not paying
24 all wages earned between the 1st and 15th days of a month between the 16th and 26th day and
25 failed to pay all wages earned between the 16th and the last day of the month between the 1st
26 and 10th day of the following month. Defendants similarly failed to pay all wages earned by not
27 more than seven calendar days following the close of the payroll period.

28 150. Defendants failed to pay Plaintiff and the Aggrieved Employees without

1 abatement, all wages as defined by applicable California law. Among other things, these
2 Employees were not paid all regular and overtime wages, including by Defendants failing to pay
3 for all hours worked or requiring off the clock work, and by failing to correctly calculate the
4 regular rate by not incorporating sick time, non-discretionary bonuses and/or commissions used
5 to calculate and pay sick time and overtime compensation, and Defendants failed to pay
6 premium wages owed for unprovided meal periods and rest periods, as further detailed in this
7 Complaint. Defendants' failure to pay said wages within the required time was willful within the
8 meaning of Labor Code § 203.

9 151. All wages due and owing to Plaintiff and the Aggrieved Employees, including as
10 required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally,
11 wages required by Labor Code § 1194 and other sections became due and payable to each
12 employee in each pay period that he or she was not provided with a meal period or rest period or
13 paid straight or overtime wages to which he or she was entitled.

14 152. Under Labor Code § 210, "(a) In addition to, and entirely independent and apart
15 from, any other penalty provided in this article, every person who fails to pay the wages of each
16 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall
17 be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
18 for each failure to pay each employee. (2) For each subsequent violation, or any willful or
19 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
20 percent of the amount unlawfully withheld."

21 153. Similarly, Section 20 of IWC Wage Order No. 4 addresses further penalties as
22 follows: "(A) In addition to any other civil penalties provided by law, any employer or any other
23 person acting on behalf of the employer who violates, or causes to be violated, the provisions of
24 this order, shall be subject to the civil penalty of: (1) Initial Violation — \$50.00 for each
25 underpaid employee for each pay period during which the employee was underpaid in addition
26 to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations —
27 \$100.00 for each underpaid employee for each pay period during which the employee was
28 underpaid in addition to an amount which is sufficient to recover unpaid wages. (3) The affected

employee shall receive payment of all wages recovered.”

154. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys’ fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate civil penalty provided by the PAGA statute.

155. Defendants violated the above statutes by failing to promptly pay Plaintiff and other aggrieved non-exempt employees all earned wages due each and every pay period, as well as immediately upon termination and/or within 72 hours upon resignation.

156. During the applicable statutory period, Defendants violated, and continue to violate, California Labor Code § 204 and Section 20 of IWC Wage Order No. 4 by failing to compensate Plaintiff and other aggrieved hourly employee overtime premium wages for overtime hours worked, premium pay for denied off-duty meal and rest periods (wages), and other wages due to Plaintiff and other Aggrieved Employees each pay period, as alleged in more detail herein.

157. Further, Defendants violated, and continue to violate, California Labor Code §§ 201-204, 2926, and 2927 by failing to compensate employees, including Plaintiff and other Aggrieved Employees no longer working for Defendants, for services rendered up to the time of dismissal or quitting.

158. Labor Code § 2699(f)(2) states: “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

159. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally,

1 Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of
2 Section 2699.3 apply to any alleged violation of the following provisions: “[Labor Code §§]
3 201,... 202, 203, ...204,... 558,...1198,....” among the provisions of the Code that allow for
4 recovery of civil or statutory penalties pursuant to the PAGA.

5 160. Defendants are liable for PAGA penalties resulting from their failure to timely
6 pay all wages owed to Plaintiff and other Aggrieved Employees at the time of their termination
7 of separation from employment, and failure to timely pay all wages owed twice monthly.
8 Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative
9 Action, all civil and statutory penalties authorized for violations under Labor Code §§ 201, 201,
10 203, 204, 1197.5, 1198, 2926, and 2927, and Plaintiff seeks all civil penalties available and
11 applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and
12 Section 20 of the applicable IWC Wage Order(s), and also for attorneys’ fees and costs pursuant
13 to Labor Code § 2699(g)(1).

14 161. Aggrieved Employees may recover penalties for Defendants’ failure to timely
15 pay all wages owed, as the civil penalty under California Labor Code 558 applies to any
16 provision regulating hours and days of work in any Order, and Plaintiff has fully complied with
17 procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery
18 of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor
19 Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

20 **RELIEF REQUESTED**

21 WHEREFORE, Plaintiff prays for the following relief:

22 1. On the First Cause of Action: For recovery of all civil penalties for unpaid
23 minimum and regular wages for all hours worked during the applicable statutory period as
24 permitted by California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections
25 2(K), 4, and 20 of the applicable IWC Wage Order(s), including civil and statutory penalties
26 available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199,
27 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code § 2699(i), with
28 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an

1 amount according to proof and subject to approval by the Court;

2 2. On the Second Cause of Action: For recovery of all civil penalties for unpaid
3 overtime and premium wages for all hours worked during the applicable statutory period as
4 permitted by Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(K), 4, and 20
5 of the applicable IWC Wage Order(s), including all civil and statutory penalties available and
6 applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and
7 2699.5, with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees
8 in an amount according to proof and subject to approval by the Court;

9 3. On the Third Cause of Action: For recovery of all civil penalties for non-compliant
10 meal periods during the applicable statutory period and failure to pay one-hour of premium wages
11 to Plaintiff and the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and
12 1198, and Section 11(A)-(D) of the applicable IWC Wage Orders, including all civil and statutory
13 penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections
14 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code §
15 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved
16 Employees in an amount according to proof and subject to approval by the Court.

17 4. On the Fourth Cause of Action: For recovery of all civil penalties for non-
18 compliant rest periods during the applicable statutory period and failure to pay one-hour of
19 premium wages to Plaintiff and the Aggrieved Employees as permitted by Labor Code §§ 226.7,
20 512, 558, and 1198, and Section 11(A)-(D) of the applicable IWC Wage Orders, including all civil
21 and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including
22 sections 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor
23 Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved
24 Employees in an amount according to proof and subject to approval by the Court.

25 5. On the Fifth Cause of Action: For recovery of all civil penalties for inaccurate wage
26 statements Defendants provided to Plaintiff and the Aggrieved Employees and failure to maintain
27 employment records as permitted by Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections
28 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), including all civil and statutory

penalties available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

6. On the Sixth Cause of Action: For recovery of all civil penalties pursuant to Labor Code § 2699(f)(2) where a statutory civil penalty is not provided, for failing to timely pay all wages owed and to timely pay them to Aggrieved Employees upon termination or separation from employment as permitted under Labor Code §§ 201, 201, 203, 204, 1197.5, 1198, 2926, and 2927, including all civil and statutory penalties, and wages, available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

7. For reasonable attorneys' fees and costs of suit to the extent permitted under the PAGA and applicable Labor Code sections, including Labor Code § 2699(g)(1), in an amount according to proof and subject to Court approval.

8. For pre-judgment and post-judgment interest at the legal rate of 10% in the State of California on readily calculable monies due to the extent provided by California law and authorized under the PAGA, in an amount according to proof;

9. For the Court to otherwise determine the appropriate remedy to compensate Plaintiff and each Aggrieved Employee as required to promote fairness and justice; and

10. For such other and further relief as this Court may deem necessary, proper and/or just.

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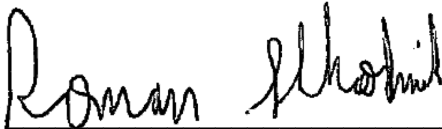
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1 DATED: December 1, 2020

DAVID YEREMIAN & ASSOCIATES, INC.

2
3
4 By 
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff DENISE RIVAS
and all similarly aggrieved employees

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DATED: December 1, 2020

By Roman Shkodnik
David Yermian
Roman Shkodnik
Attorneys for Plaintiff DENISE RIVAS
and all similarly aggrieved employees

EXHIBIT A

**DAVID YEREMIAN
& ASSOCIATES INC**

535 N BRAND BLVD STE 705
GLENDALE CA 91203

818 230 8380
818 230 0308 FAX

DAVID@YEREMIANLAW.COM

September 16, 2020

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to the below listed Defendants)

8X8, Inc.
C T Corporation System, Agent for Service of Process
818 W 7th St #930
Los Angeles, CA 90017
Certified Mail Tracking Number: 7019 2790 0000 5059 7513

8X8, Inc.
675 Creekside Way
Campbell, CA 95008
Certified Mail Tracking Number: 7019 2970 0000 5059 7520

**Re: Labor Code § 2699 Penalties
*Rivas v. 8X8, Inc.***

Gentlepersons:

This office represents Plaintiff Denise Rivas (“Plaintiff”) and other aggrieved employees (collectively “Aggrieved Employees”) for the violation of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 et seq.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California against Defendants 8X8, Inc., a California corporation, and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we Defendants engaged in with respect to our client and all of their California employees.

Relevant Facts

Aggrieved Employees includes all non-exempt employees employed by Defendants in the state of California from one year prior to the date of this letter through the present. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically, Defendant would automatically deduct 30 minutes of wages from

Aggrieved Employees for alleged meal periods which Aggrieved Employees were continuously denied. Accordingly, Aggrieved Employees were required to work during their meal periods without pay. Thus, Aggrieved Employees were required to work hours without wages.

Additionally, Aggrieved Employees were forced to work “pre-shift” without compensation by booting up their computers prior to logging into the timekeeping system. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Defendants also failed to pay Aggrieved Employees proper overtime wages. Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week including “pre-shift”. However, Aggrieved Employees were not always paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants’ timekeeping system for the beginning and ending times of their work shifts including requiring Aggrieved Employees to write down when they were starting and ending work for the day. The timekeeping system thus permitted Defendants to record clock in and clock out times to the real-time minute. However, rather than paying Plaintiff and the Aggrieved Employees for all hours and minutes they actually worked, Defendants followed a uniform policy and practice of rounding all time entries to the quarter hour (*i.e.*, to the nearest 15 minute time increment), and generally did so to the detriment of the Employees, and these unlawfully rounded time entries were inputted into Defendants’ payroll system from which wage statements and payroll checks were created. In fact Aggrieved Employees’ timesheets reveal little variance between the hours worked by employees on a daily basis. Nor do they record the meal break times which were automatically deducted from the hours worked even though they were not taken.

Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees sick time, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including received sick time, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick time wage rate overtime wage rate. Therefore, during times when Aggrieved Employee received sick time and worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Defendants had a common policy and/or practice of denying Aggrieved Employees proper meal periods. Specifically, employees were required to work through their meal periods which they were consistently denied. Moreover, as discussed above, Defendants had a common policy and/or practice of automatically deducting 30 minutes of wages for alleged meal periods, which Aggrieved Employees were consistently denied. Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, and taken well after their fifth consecutive hour

of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders.

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Aggrieved Employees were required to work through their periods which they were continuously denied. Moreover, Aggrieved Employees were not paid for whatever rest breaks they were provided.

Defendants also had a common policy and/or practice of unlawfully collecting or receiving wages from Aggrieved Employees. As discussed above, Defendants would automatically deduct 30 minutes of vested wages from Aggrieved Employees for alleged meal periods which they were denied. Moreover, Defendants also had a common policy and/or practice of understating the hours worked by Aggrieved Employees.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, discussed above. Moreover, Defendants failed to pay Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

Aggrieved Employees complain of the following violations:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Defendants had a common policy and/or practice of failing to pay

Aggrieved Employees minimum wages for all hours worked. Specifically, Defendant would automatically deduct 30 minutes of wages from Aggrieved Employees for alleged meal periods which Aggrieved Employees were continuously denied. Accordingly, Aggrieved Employees were required to work during their meal periods without pay. Furthermore, Defendants failed to pay Aggrieved Employees the minimum wage for all hours worked. Aggrieved Employees were forced to work “pre-shift” without compensation by booting up their computers prior to logging into the timekeeping system. Additionally, Defendant also had a common policy and/or practice of understating the hours worked by Aggrieved Employees. Additionally, Defendant also had a common policy and/or practice of understating the hours worked by Plaintiff and Aggrieved Employees because Defendant would round down Plaintiff and Aggrieved Employees time to the nearest 15 minute time increment order to avoid paying them for all the hours worked. Thus, Aggrieved Employees were required to work hours without wages. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Plaintiff and Aggrieved Employees seek to recover penalties. Plaintiff and the Aggrieved Employees are entitled to recover the unpaid minimum wages, liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions.

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week including “pre-shift” hours. However, Aggrieved Employees were not always paid overtime wages for hours worked in excess of 8 hours a day in violation of Labor Code § 510 and applicable Wage Orders. As discussed above Aggrieved Employees were required to work without compensation by booting up their computers prior to logging into the timekeeping system. Additionally, as discussed above Defendants improperly rounded down to the nearest quarter hour, changed, adjusted and/or modified Plaintiff and Aggrieved Employees hours in order to avoid paying them for all hours worked as Plaintiff and Aggrieved Employees’ timesheets reveal little variance between the hours worked by employees on a daily basis. Moreover, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to

the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Failure to Comply with Labor Code §§ 245 *et seq.* and 246

California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l). Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California § 246(1), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

Meal-Period Liability Under Labor Code § 226.7

Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours and ten (10) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes for the first (5) hours and for the tenth hour as required under Labor Code §§ 226.7, 512, and applicable Wage Orders. Specifically, employees were required to work through their meal periods which they were consistently denied. Moreover, as discussed above, Defendants had a common policy and/or practice of automatically deducting 30 minutes of wages for alleged meal periods, which Aggrieved Employees were consistently denied. Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, and taken well after their fifth consecutive hour of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Rest-Break Liability Under Labor Code § 226.7

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive hours, as required under Labor Code § 226.7. Specifically, Aggrieved Employees were required to work through their periods which they were continuously denied. Moreover, Aggrieved Employees

were not paid for whatever rest breaks they were provided. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. Therefore, pursuant to Labor Code § 226.7, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” As discussed above, Defendants unlawfully received and/or collected wages from Employees by implementing a policy of automatically deducting 30 minutes worth of vested wages, from Employees, for alleged meal periods which they were consistently denied, as well as by understating the hours worked by Aggrieved Employees. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included sick time, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved Employees’ wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, rounding and understating noted above, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, discussed above. Please see true and correct copy of Plaintiff’s wage statement attached hereto as “Exhibit 1.”

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Plaintiff and Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Failure to Keep Records In Accordance With Labor Code § 1174

Section 1174 requires employers to keep records showing payroll records and the hours worked daily by and the wages paid to employees. Failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.*

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages fur and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

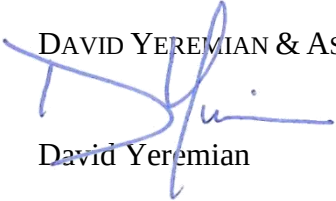
We are constrained to move forward with the filing of this complaint, alleging the causes of action discussed herein, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

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Wherefore we request that you advise us, by certified mail within thirty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and Aggrieved Employees should include them as a § 2699 claim in an amended complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Above listed Defendant by Certified Mail

EXHIBIT 1

CO. VQG	FILE 110573	DEPT. 005320	CLOCK	VCHR. NO. 0000181357	1
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1373-0001

8X8 INCORPORATED
675 CREEKSIDE WAY
CAMPBELL, CA 95008

Earnings Statement



Period Beginning: 04/09/2020
Period Ending: 04/24/2020
Pay Date: 04/30/2020

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

DENISE RIVAS
682 TUSKY AVENUE
LOS BANOS CA 93635

Social Security Number: XXX-XX-6475

Earnings	rate	hours	this period	year to date
Regular	24.0400	89.00	2,139.56	14,466.07
Overtime	36.0600	2.50	90.15	549.93
Sick	24.0400	2.50	60.10	60.10
Holiday				192.32
Gross Pay			\$2,289.81	15,340.54

Your federal taxable wages this period are
\$2,173.82

Deductions	Statutory		
	Federal Income Tax	-190.63	1,317.80
	Social Security Tax	-142.00	951.45
	Medicare Tax	-33.21	222.52
	CA State Income Tax	-79.33	475.79
	CA SUI/SDI Tax	-22.88	153.30
	Other		
	Dental 125	-1.00*	7.00
	Vision 125	-0.50*	3.50
	401K \$	-114.49*	439.63
	Cell Allowance		-100.00
	Adjustment		
	Cell Allowance	+25.00	
	Net Pay	\$1,730.77	
	Checking	-1,730.77	
	Net Check	\$0.00	

Other Benefits and Information	this period	total to date
Gtl	1.99	15.92
401K Er Match	114.49	439.63
Total Work Hrs	91.50	
Pto Balance		35.00
Sick Pto		21.50

Important Notes

COMPANY PH#:+1 888 898 8733

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

© 2000 ADP, LLC

8X8 INCORPORATED
675 CREEKSIDE WAY
CAMPBELL, CA 95008

Advice number: 00000181357
Pay date: 04/30/2020

Deposited to the account of	account number	transit ABA	amount
DENISE RIVAS	xxxxxxx4485	xxxx xxxx	\$1,730.77

THIS IS NOT A CHECK

NON-NEGOTIABLE

1760-0001

8X8 INCORPORATED
675 CREEKSIDE WAY
CAMPBELL, CA 95008

Earnings Statement



Period Beginning: 05/09/2020
Period Ending: 05/24/2020
Pay Date: 05/29/2020

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

DENISE RIVAS
682 TUSKY AVENUE
LOS BANOS CA 93635

Social Security Number: XXX-XX-6475

Earnings	rate	hours	this period	year to date
Regular	24.0400	72.00	1,730.88	18,114.14
Overtime	36.0600	1.00	36.06	631.07
Sick	24.0400	8.00	192.32	252.42
Holiday				192.32
Gross Pay			\$1,959.26	19,262.07

Your federal taxable wages this period are
\$1,859.80

Deductions	Statutory		
	Federal Income Tax	-152.95	1,624.04
	Social Security Tax	-121.51	1,194.65
	Medicare Tax	-28.41	279.39
	CA State Income Tax	-56.88	589.74
	CA SUI/SDI Tax	-19.58	192.49
	Other		
	Dental 125	-1.00*	9.00
	Vision 125	-0.50*	4.50
	401K \$	-97.96*	635.70
	Cell Allowance		-125.00
	Adjustment		
	Cell Allowance	+25.00	
	Net Pay	\$1,505.47	
	Checking	-1,505.47	
	Net Check	\$0.00	

Other Benefits and Information

	this period	total to date
Gtl	1.99	19.90
401K Er Match	97.96	635.70
Totl Hrs Worked	73.00	
Pto Balance		45.00
Sick Pto		13.50

Important Notes

COMPANY PH#:+1 888 898 8733

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

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VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

8X8 INCORPORATED
675 CREEKSIDE WAY
CAMPBELL, CA 95008

Advice number: 00000221744
Pay date: 05/29/2020

Deposited to the account of
DENISE RIVAS

account number	transit ABA	amount
xxxxxxxx4485	xxxx xxxx	\$1,505.47

THIS IS NOT A CHECK

NON-NEGOTIABLE

Earnings Statement



8X8 INCORPORATED
675 CREEKSIDE WAY
CAMPBELL, CA 95008

1761-0001

Period Beginning: 05/09/2020
Period Ending: 05/24/2020
Pay Date: 05/29/2020

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

DENISE RIVAS
682 TUSKY AVENUE
LOS BANOS CA 93635

Social Security Number: XXX-XX-6475

Earnings	rate	hours	this period	year to date
Emp Bns			271.99	271.99
Regular				18,114.14
Overtime				631.07
Holiday				192.32
Sick				252.42
Gross Pay			\$271.99	19,534.06

Other Benefits and Information

	this period	total to date
401K Er Match	13.60	649.30
Gtl		19.90
Pto Balance		45.00
Sick Pto		13.50

Deductions

Statutory

Federal Income Tax	-56.85	1,680.89
Social Security Tax	-16.86	1,211.51
Medicare Tax	-3.95	283.34
CA State Income Tax	-26.43	616.17
CA SUI/SDI Tax	-2.72	195.21

Other

401K \$	-13.60*	649.30
Cell Allowance		-125.00
Dental 125		9.00
Vision 125		4.50

Net Pay	\$151.58
Checking	-151.58
Net Check	\$0.00

Important Notes

COMPANY PH#: +1 888 898 8733

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are \$258.39

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

8X8 INCORPORATED
675 CREEKSIDE WAY
CAMPBELL, CA 95008

Advice number: 00000221745
Pay date: 05/29/2020

Deposited to the account of
DENISE RIVAS

account number	transit ABA	amount
xxxxxxxx4485	xxxx xxxx	\$151.58

NON-NEGOTIABLE