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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

HEATHER GREEN, in her representative
capacity, on behalf of all aggrieved
employees,

Plaintiff,

vs.

NEUINTEL, LLC, A California Limited
Liability Company, dba PRICESPIDER;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2020-01172202-CU-OE-CXC

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

**REPRESENTATIVE ACTION UNDER
PRIVATE ATTORNEY'S GENERAL
ACT, CALIFORNIA LABOR CODE §
2698 *et seq.***

- 1. Violation of Cal. Lab. Code § 201**
- 2. Violation of Cal. Lab. Code § 203**
- 3. Violation of Cal. Lab. Code § 204**
- 4. Violation of Cal. Lab. Code §§ 510 & 1198**
- 5. Violation of Cal. Lab. Code § 1194**
- 6. Violation of Cal. Lab. Code § 226(a)**
- 7. Violation of Cal. Lab. Code § 226.7**
- 8. Violation of Cal. Lab. Code § 512**
- 9. Violation of Cal. Lab. Code § 1174(d)**
- 10. Violation of Cal. Lab. Code § 2802**

Plaintiff HEATHER GREEN, in her representative capacity on behalf of herself and all
Aggrieved Employees, hereby submits the following PAGA Complaint against NEUINTEL, LLC
dba PRICESPIDER ("Defendant"), and DOES 1-50 ("Defendants"), and alleges as follows:

INTRODUCTION

1. This is a complaint for recovery of penalties under the California *Private Attorneys General Act* of 2004 (“PAGA”), Cal. *Lab. Code* section 2698 *et seq.* PAGA permits an “aggrieved employee” to bring a lawsuit on behalf of himself or herself and other current and former employees to address an employer’s violations of the California *Labor Code*. In this case, Plaintiff HEATHER GREEN asserts herself as an “aggrieved employee” in connection with her employment with Defendants.

2. In this case, Defendants violated and are subject to the following claims: Cal. *Lab. Code* § 201 for failure to pay all wages due upon termination of employment relationship; Cal. *Lab. Code* § 203 for penalties due for failure to pay wages upon termination; Cal. *Lab. Code* § 204 for failure to timely pay wages; Cal. *Lab. Code* § 1194 for failure to compensate employees all wages owed including all wages owed at one and half time the regular rate of pay for all hours worked over eight (8) hours in a day or forty (40) hours in a workweek; Cal. *Lab. Code* § 510 for failure to compensate employees one-and-a-half time the regular rate of pay for all hours worked over eight (8) hours in a day or forty (40) hours in a workweek; Cal. *Lab. Code* § 1198 for requiring Plaintiff to work longer hours and/or under conditions of labor prohibited by a wage order; Cal. *Lab. Code* § 510 and 1198; Cal. *Lab. Code* §2802 for failure to reimburse Plaintiffs for expenses incurred in connection with their employment; Cal. *Lab. Code* § 226 for failure to furnish timely, accurate itemized wage statements; Cal. *Lab. Code* §§ 226.7 and 512 for failure to provide duty-free meal and/or rest breaks; Cal. *Lab. Code* § 1174 by failing to maintain accurate records.

3. PAGA permits an “aggrieved employee” to recover penalties on behalf of herself or himself and other current or former employees as a result of the employer’s violations of certain sections of the California *Labor Code*. Plaintiff is an aggrieved employee in that Plaintiff was employed by Defendants, and was subject to numerous Cal. *Labor Code* violations including, but not limited to, Defendant’s failure to timely pay all wages due upon termination of the employment relationship; Defendant’s failure to timely pay wages; Defendant’s failure to properly classify Plaintiff; Defendant’s failure to reimburse Plaintiff for expenses incurred in

1 connection with her employment; Defendant's failure to provide Plaintiff with lawful meal and
2 rest breaks; Defendant's failure to compensate Plaintiff for all time worked at both the regular
3 and overtime rate of pay; Defendant's failure to maintain accurate records; and Defendant's
4 failure to provide Plaintiff with accurate itemized wage statements. These violations of the
5 California *Labor Code* give rise to a private right of action under PAGA.

6 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

7 4. Plaintiff has complied with the PAGA notice provision outlined in Cal. *Lab. Code*
8 Section 2699.3(a)(1) by giving written notice by electronic submission on September 9, 2020, to
9 the Labor and Workforce Development Agency (LWDA) and the Defendants of the specific
10 provisions of this code alleged to have been violated. The LWDA provided an identification
11 number of LWDA-CM-805655-20, but has not provided Plaintiffs with notice that it intends to
12 investigate these violations. Therefore, since over 65 calendar days have elapsed since the
13 postmark date of Plaintiffs' notice, Plaintiffs are entitled to commence this action under Cal. *Lab.*
14 *Code* § 2699.3(a)(2)(A).

15 5. Plaintiff request penalties against the Defendants as provided under Cal. *Lab. Code*
16 section 2699(f), plus reasonable attorney's fees and costs, in an amount to be proven at trial.

17 6. Plaintiff's individual wage and hour causes of action for recovery of wage and
18 hour damages have been separated from this lawsuit for redress through the California Labor and
19 Workforce Development Agency, Division of Labor Standards Enforcement – Santa Ana District
20 Office.

21 **IDENTIFICATION OF ALL PARTIES**

22 7. Plaintiff HEATHER GREEN is an individual residing in Los Angeles County,
23 California.

24 8. The AGGRIEVED EMPLOYEES whom Ms. Green will seek to recover PAGA
25 penalties on behalf of are, as defined by the Notice filed with the LWDA, are (i) as to certain
26 violations, all California-based employees, (ii) as to certain violations, all California-based
27 employees who are misclassified as exempt, salaried employees, and (iii) as to certain violations,
28 all California-based non-exempt employees.

1 9. Plaintiff is informed and believes, and thereon alleges, Defendant NEUINTEL,
2 LLC dba PRICESPIDER, and DOES 1 through 50, inclusive, (hereinafter "Defendant"), is, and
3 at all relevant times was, a limited liability company organized and existing under the laws of the
4 State of California, with its principal place of business in Irvine, California. Plaintiffs further
5 allege Defendant was Plaintiffs' employer.

6 10. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
7 DOES 1–50 inclusive, and therefore sues these defendants by such fictitious names and capacities
8 until ascertained.

9 11. Plaintiff is informed and believes and, on that basis, alleges that each fictitiously
10 named defendant is responsible in some manner for the occurrences herein alleged and that
11 Plaintiff's injuries as herein alleged were proximately caused by the conduct of such defendants.

12 12. Plaintiff is informed and believes and thereupon alleges that at all times material
13 herein, each of the Defendants were the agent, employee and/or were working in concert with
14 their co-defendants and were acting within the course and scope of such agency, employment
15 and/or concerted activity.

16 13. To the extent that certain acts and omissions were perpetrated by certain
17 defendants, the remaining defendant or defendants confirmed and ratified said acts and
18 omissions.

19 14. Plaintiff is informed and believes and thereupon alleges that at all times material
20 herein, each defendant was completely dominated and controlled by his co-defendant and each
21 was the alter ego of the other.

22 15. Whenever and wherever reference is made to individuals, who are not named as
23 Plaintiff or defendant(s) in this complaint but were employees/agents of each defendant, such
24 individuals at all relevant times acted on behalf of each defendant within the scope of their
25 employment.

26 16. At all times relevant, each defendant was the employer, joint employer, alter ego
27 and/or agent of each of the Co-Defendants.

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18. This Court has jurisdiction over the present matter because, as delineated within this complaint, the nature of the claims and the amount in controversy meet the requirements for unlimited jurisdiction in Orange County Superior Court.

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20. As a Staff Accountant, Ms. Green's duties included the following: perform all duties and accounting for AR; handle sales contracts upon receipt to produce all repetitive monthly invoicing and digest all journal entries on prepayments from customers, balance Excel spreadsheets including those maintained by both Ms. Green and Kimberly Rimel (Controller and Plaintiff's supervisor), prepare all purchase orders and make sure all debt is collected, work closely with customers to ensure all customer issues were resolved, and other tasks as assigned by Ms. Rimel.

22. During Ms. Green's first six months working for Defendants, she worked closely with Ms. Rimel, who spent those first months training her. Ms. Green reported directly to Ms. Rimel. During this time, Ms. Green was busy, working approximately 40 hours week, and although she usually took meal breaks, she did not take rest breaks.

23. From approximately July 2017 through the end of September 2019, Ms. Green's hours increased, Defendants experienced rapid growth and expansion of the company, resulting

1 in a significant increase in workload, assignments, and responsibilities. During this time
2 period, Defendants' revenue and number of customers increased. Then, in or around July 2019,
3 Defendants purchased ORIS Intel, LLC. All of these changes resulted in increased
4 responsibilities for Ms. Green, who handled sales contracts, worked with customers, and took
5 care of the accounting in AR.

6 24. During this time, Ms. Rimel placed increasing pressure on Ms. Green. Ms. Rimel
7 expected Ms. Green to singlehandedly keep up with the increased workload resulting from
8 Defendants' expansion without additional personnel. Ms. Rimel expected Ms. Green to work
9 long hours and continue to complete all of her assignments as she always had. Ms. Rimel
10 frequently told Ms. Green, "It doesn't matter how you get it done, I just want it done."

11 25. It was Ms. Rimel's custom and practice not to take breaks and she expected Ms.
12 Green to follow suit. As a result, Ms. Green was unable to take meal or rest breaks and was
13 forced to work a significant amount of overtime hours in order to keep up with the mounting
14 work. Ms. Green did not waive her right to take meal or rest breaks. From about July 2017
15 through the end of September 2019, Ms. Green worked approximately 60 hours per week.
16 Defendants did not pay Ms. Green for overtime hours worked at an overtime rate of pay.

17 26. Throughout Ms. Green's employment with Defendants, Anthony Ferry ("Mr.
18 Ferry"), Defendants' Chief Operating Officer, regularly told Ms. Green and her colleagues, "we
19 are all in this together," encouraging employees to work as hard as they would if they were
20 working at their own company.

21 27. In or about January 2018, Ms. Green received a favorable annual review, and
22 with it a 5% pay increase, increasing her annual pay from \$60,000 to \$63,000 per year.

23 28. Throughout 2018, Defendants continued to grow and expand, as did Ms. Green's
24 workload and duties. Due to the increasing work, Ms. Green continued working long hours.
25 Around fall 2018, Ms. Green began to feel increasingly overwhelmed with her mounting work
26 and duties and frequently approached Ms. Rimel about the same. Each time, Ms. Green
27 explained to Ms. Rimel that, due the company's rapid growth in the AR department, she needed
28 additional personnel. At all times herein relevant, Ms. Rimel had knowledge that the excessive

workload she was assigning to Ms. Green would require her to work well over 40 hours a week.

29. In or around mid-2018, Defendants hired Mimi Tucker (“Ms. Tucker”) as an Accountant. Ms. Tucker worked in accounts payable, prepared hours for payroll, and also assisted in Human Resources (“HR”).

30. In or about late November 2018, after Ms. Green’s repeated requests for additional support, Ms. Rimel advised Ms. Green that she was going to hire an additional person to help out in the AR department, adding that Ms. Green was to participate and assist in the interview process. Ms. Rimel told Ms. Green that, moving forward, she wanted Ms. Green’s recommendations as to how to keep AR running efficiently.

31. Thereafter, in or about December 2018, Defendants hired Alex Olvey (“Mr. Olvey”) as a Staff Accountant, who ended up assisting with Ms. Rimel’s duties, including accounts payable, and preparing financial reports. He was not, as Ms. Rimel promised, assigned to AR.

32. In or about January 2019, Ms. Green continued to feel overwhelmed with work and again told Ms. Rimel that the AR department needed to hire an additional person to assist with the additional duties that were mounting due to the company’s growth. AR had reached the point where Ms. Green could no longer absorb the extra work. Ms. Green continued working approximately 60 hours per week and was unable to take meal or rest breaks. Ms. Rimel again agreed to hire an additional person.

33. In or about February 2019, Ms. Green received another very favorable annual review, and with it an 11% pay increase, increasing her annual salary from \$63,000 to \$70,000 per year. During Ms. Green’s review, Ms. Rimel praised Ms. Green for doing a great job in the AR department.

34. In or around February 2019, Defendants hired Lourdes Ramirez (“Ms. Ramirez”) as a Staff Accountant. Ms. Ramirez, however, ended up taking over accounts payable and payroll, both of which had previously been part of Ms. Rimel’s duties and responsibilities. When Ms. Green learned about Ms. Ramirez’s assignment, she approached Ms. Rimel and

1 reiterated that she still required additional personnel in AR as she could not continue to absorb
2 the work no matter how many hours she worked. Ms. Green pointed out that Ms. Ramirez was
3 the second person Defendants had hired since she had been telling Ms. Rimel she needed
4 additional support, and the second person placed to work elsewhere. Ms. Rimel yielded by
5 agreeing to allow Ms. Ramirez to perform very few of Ms. Green's easier tasks, such as posting
6 payments and assisting in completing vendor form adds involving new customers. While any
7 help was welcome, Ms. Ramirez's assistance did not alleviate the overwhelming and
8 unsustainable amount of work Ms. Green was executing by herself. Additionally, customer
9 account managers who were supposed to check up on customers and communicate any issues
10 they had were not doing that, leaving Ms. Green's email to back up extensively, which Ms.
11 Rimel was aware of. Without Ms. Green's excellent customer service, the company would not
12 have been able to grow as well as it did.

13 35. Throughout 2019, Ms. Rimel continued to place a lot of pressure on Ms. Green
14 to keep up despite Defendants' growth and additional workload without additional personnel in
15 AR, which was understaffed.

16 36. In or around February 2019, it became apparent to Ms. Green that Ms. Rimel
17 was upset about Ms. Green's repeated requests for additional personnel. Nonetheless, Ms.
18 Green continued to perform as best she could given the limited support and continuously
19 growing amount of duties.

20 37. As the work in AR continued to increase, Ms. Green persisted in asking Ms.
21 Rimel for additional personnel for AR. Eventually, around spring 2019, Ms. Rimel acquiesced
22 and directed Mr. Olvey to assume some of Ms. Green's more minor duties. While Mr. Olvey's
23 assistance helped Ms. Green, it was not enough to alleviate the backlog in AR.

24 38. From about October 2019 through February 2020, Ms. Green continued to work
25 long hours, albeit less than before due to the additional assistance. Ms. Green worked
26 approximately 50 hours per week, but still was not paid overtime. She continued being unable
27 to take meal or rest breaks, and was not compensated for missing her meal and rest breaks.

28 39. Around October 2019, after ORIS and Defendants merged in July 2019, Tami

1 Duschied (“Ms. Duschied”) a woman who had done billing for ORIS, was assigned to work
2 under Ms. Rimel’s supervision. Ms. Rimel regularly mistreated Ms. Duschied, prompting Ms.
3 Duschied to resign her position. Shortly after Ms. Duschied’s departure, Ms. Rimel informed
4 Ms. Green that, starting in November 2019, Ms. Green was to take over Ms. Duschied’s duties
5 and do billing for ORIS. Ms. Green told Ms. Rimel that the company needed to replace Ms.
6 Duschied as Ms. Green’s workload was already more than Ms. Green could manage on her
7 own.

8 40. Shortly thereafter, in or around mid-November 2019, Defendants hired Anthony
9 Theng (“Mr. Theng”) to become the AR supervisor. Mr. Theng, who was in his twenties, had a
10 Bachelor’s degree in Economics but did not have any experience working in AR.

11 41. Sometime around early 2020, Defendants hired Khoa Nguyen, in his twenties,
12 for a temporary position in the finance department to assist with some of Ms. Green’s duties in
13 collections. However, due to the complexity of performing the duties associated with
14 collections, and Mr. Nguyen’s complete lack of experience in AR, Mr. Nguyen’s hiring did not
15 do much to alleviate Ms. Green’s workload. In fact, Ms. Green was reassigned the lower level
16 tasks that Ms. Ramirez had previously taken on, like posting payments and doing vendor add
17 forms.

18 42. In or about early March 2020, Ms. Green received a raise, increasing her annual
19 pay from \$70,000 to \$71,000 per year.

20 43. On or about June 15, 2020, Defendants hired Rosanna Gamboa (“Ms. Gamboa”)
21 as a Staff Accountant in AR. Ms. Gamboa, who was in her twenties, did not have experience in
22 AR. Ms. Rimel and Mr. Theng directed Ms. Green to train Ms. Gamboa, which Ms. Green
23 spent a few weeks doing.

24 44. From approximately March 2020 through her termination, Ms. Green and her
25 colleagues worked from home due to the COVID-19 pandemic. From this time until her
26 termination, Ms. Green worked approximately 40 hours per week, and took meal and rest
27 breaks.

28 45. Throughout her employment with Defendants pre-pandemic, Plaintiff was not

1 compensated at the proper overtime rate for all hours worked over eight (8) hours in a day or 40
2 hours in a workweek and was instead paid a flat rate salary irrespective of the significant
3 amount of overtime hours she worked.

4 46. Throughout Plaintiff's employment with Defendants pre-pandemic, Plaintiff did
5 not consistently receive meal breaks.

6 47. Throughout Plaintiff's employment with Defendants pre-pandemic, Plaintiff did
7 not receive rest breaks.

8 48. Throughout Plaintiff's employment with Defendants, Defendants did not
9 compensate Plaintiff for her missed meal breaks.

10 49. Throughout Plaintiff's employment with Defendants, Defendants did not
11 compensate Plaintiff for her missed rest breaks.

12 50. Throughout Plaintiff's employment with Defendants, Plaintiff did not receive
13 compliant paystubs as they did not include or reflect the meal and rest breaks she worked through
14 for which Plaintiff was not compensated, reflect the overtime hours Plaintiff worked, or reflect
15 reimbursement for business related expenses incurred on behalf of the Defendant.

16 51. When Defendants hired Plaintiff in January 2017, Defendants misclassified her as
17 exempt.

18 52. Throughout Plaintiff's employment with Defendants, Plaintiff was not
19 compensated for having to use her personal cell phone for work-related telephone calls.

20 53. Throughout Plaintiff's employment with Defendants, Plaintiff was not
21 compensated for each time she had to use her personal vehicle for work-related bank
22 errands.

23 54. Plaintiff is informed and believes and thereon alleges that other individual
24 employees have been subjected to the same wage and hour violations alleged herein, identities
25 currently unknown, who will comprise the Aggrieved Employee group.

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FIRST CAUSE OF ACTION

**[Representative Claim via California *Labor Code* § 2698 et seq. for
Violation of California *Labor Code* § 201]
(Against all Defendants and Does 1-50)**

55. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive, as though set forth fully herein.

56. Cal. *Labor Code* § 201, in pertinent part, requires an employer to pay all wages earned and unpaid to employees upon the discharge of the employee.

57. Plaintiff alleges Defendant failed to pay all wages due and owing to Plaintiff at the termination of Plaintiff's employment relationship with Defendant.

58. Plaintiff seeks any civil damages and/or penalties as provided under the Private Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred by way of Defendants' actions on behalf of all AGGRIEVED EMPLOYEES.

SECOND CAUSE OF ACTION

**[Representative Claim via California *Labor Code* § 2698 et seq. for
Violation of California *Labor Code* § 203]
(Against all Defendants and Does 1-50)**

59. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive, as though set forth fully herein.

60. California *Labor Code* § 203, in pertinent part, requires an employer who has willfully failed to pay any employee wages to continue to pay the wages of the employee as a penalty, in the same amount thereof until payment is made, or action commences, but not to exceed 30 days.

61. Plaintiff alleges she did not receive all wages to which Plaintiff was entitled after termination of her employment relationship, and therefore Defendants acted in direct violation of California *Labor Code* § 203.

1 62. Plaintiff seeks any civil damages and/or penalties as provided under the
2 Private Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred
3 by way of Defendants' actions on behalf of all AGGRIEVED EMPLOYEES.

4 **THIRD CAUSE OF ACTION**

5 **[Representative Claim via California *Labor Code* § 2698 et seq. for**

6 **Violation of California *Labor Code* § 204]**

7 **(Against all Defendants and Does 1-50)**

8 63. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive,
9 as though set forth fully herein.

10 64. California *Labor Code* § 204, in pertinent part, requires an employer to pay all
11 wages due and owing to employees in a timely manner, twice a month, on days designated in
12 advance by the employer as the regular payday, and that any wages earned for labor in excess of
13 the normal work period shall be paid no later than the payday for the next regular payroll period.

14 65. Plaintiff alleges Defendant failed to pay all wages due and owing to Plaintiff in a
15 timely manner, in direct violation of California *Labor Code* § 204.

16 66. Plaintiff seeks any civil damages and/or penalties as provided under the Private
17 Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred by Plaintiff by
18 way of Defendants' actions on behalf of all AGGRIEVED EMPLOYEES.

19 **FOURTH CAUSE OF ACTION**

20 **[Representative Claim via California *Labor Code* § 2698 et seq. for**

21 **Violation of California *Labor Code* §§ 510 & 1198]**

22 **(Against all Defendants and Does 1-50)**

23 67. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive,
24 as though set forth fully herein.

25 68. California *Labor Code* § 510 provides, in pertinent part, that an employer must
26 pay an employee at a rate of one and one-half times the regular rate of pay for any employee who
27 works more than eight hours in one workday and forty hours in one workweek.
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1 69. California *Labor Code* § 1198 provides 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 and that the employment of any employee for
4 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
5 unlawful. Industrial Welfare Commission Wage Order 7-2001 Section 3(a)(1)(a) requires,
6 among other things, that employees be compensated one and one-half times the employee's
7 regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours
8 in any workday.

9 70. Plaintiff alleges Defendant failed to pay one-and-one-half-time the regular rate of
10 pay for all hours Plaintiff worked over eight hours in a workday or forty hours in a workweek, in
11 direct violation of California *Labor Code* §§510 and 1198 and Wage Order 7-2001 Section
12 3(a)(1)(a).

13 71. Plaintiff seeks any civil damages and/or penalties as provided under the
14 Private Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred
15 by way of Defendants' actions on behalf of all AGGRIEVED EMPLOYEES.

16 **FIFTH CAUSE OF ACTION**

17 **[Representative Claim via California *Labor Code* § 2698 et seq. for** 18 **Violation of California *Labor Code* § 1194]** 19 **(Against all Defendants and Does 1-50)**

20 72. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive,
21 as though set forth fully herein.

22 73. California *Labor Code* §1194 provides that an employee receiving less than the
23 legal minimum wage or the legal overtime compensation applicable to the employee is entitled
24 to recover in a civil action the unpaid balance of the full amount of minimum wage or overtime
25 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

26 74. Plaintiff alleges Defendant failed to pay one-and-one-half-time the regular rate of
27 pay for all hours Plaintiffs worked over eight hours in a workday or forty hours in a workweek,
28 in direct violation of California *Labor Code* §§ 1194.

1 75. Plaintiff seeks any civil damages and/or penalties as provided under the Private
2 Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred by way of
3 Defendants' actions on behalf of all AGGRIEVED EMPLOYEES.

4 **SIXTH CAUSE OF ACTION**

5 **[Representative Claim via California *Labor Code* § 2698 et seq. for**

6 **Violation of California *Labor Code* § 226(a)]**

7 **(Against All Defendants and Does 1 – 50)**

8 76. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive,
9 as though set forth fully herein.

10 77. California *Labor Code* § 226(a), in pertinent part, requires an employer to furnish,
11 at the time of each payment of wages, an accurate, itemized statement of wages, sick time, and
12 commissions earned by the employee. The statement must include: the actual hours worked by
13 employee, accounting for overtime hours worked, etc.

14 78. Plaintiff alleges Defendants did not provide accurate itemized statements of wages
15 because they failed to account for or pay Plaintiff for the meal and rest breaks she was unable to
16 take, all hours worked are not reflected, and Plaintiff did not receive payment for overtime
17 worked at the overtime rate of pay.

18 79. Plaintiff seeks any civil damages and/or penalties as provided under the Private
19 Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred by way of
20 Defendants' actions on behalf of all AGGRIEVED EMPLOYEES.

21 **SEVENTH CAUSE OF ACTION**

22 **[Representative Claim via California *Labor Code* § 2698 et seq. for**

23 **Violation of California *Labor Code* § 226.7]**

24 **(Against All Defendants and Does 1 – 50)**

25 80. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive,
26 as though set forth fully herein.

1 81. California *Labor Code* § 226.7 states, in pertinent part, that an employer shall not
2 require an employee to work during a meal or rest period mandated pursuant to statute or order
3 of the Industrial Welfare Commission

4 82. Plaintiff alleges Defendant did not regularly provide meal breaks or rest breaks to
5 Plaintiff, and instead frequently encouraged Plaintiff to work through her meal and rest breaks
6 or denied her an opportunity to take meal and rest breaks in direct violation of § 226.7.

7 83. Plaintiff alleges she never waived her right to a meal break.

8 84. Plaintiff alleges she never waived her right to a rest break.

9 85. Plaintiff seeks any civil damages and/or penalties as provided under the Private
10 Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred by way of
11 Defendants' actions on behalf of all AGGRIEVED EMPLOYEES.

12 **EIGHTH CAUSE OF ACTION**

13 **[Representative Claim via California *Labor Code* § 2698 et seq. for**

14 **Violation of California *Labor Code* § 512]**

15 **(Against All Defendants and Does 1 – 50)**

16 86. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive,
17 as though set forth fully herein.

18 87. California *Labor Code* § 512, in pertinent part, requires employers to provide an
19 employee with a meal break of no less than 30 minutes for a work period of more than 5 hours
20 per day, except if an employee works less than 6 hours total per day, the meal period may be
21 waived by mutual written consent of both the employer and the employee.

22 88. Plaintiff alleges Defendants did not provide meal breaks to Plaintiff, and instead
23 encouraged Plaintiff to work through many of her meal breaks or denied her an opportunity to
24 take meal breaks in direct violation of § 512.

25 89. Plaintiff alleges she never waived her right to a meal break.

26 90. Plaintiff seeks any civil damages and/or penalties as provided under the Private
27 Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred by way of
28 Defendants' actions on behalf of all AGGRIEVED EMPLOYEES.

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91. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive, as though set forth fully herein.

93. Plaintiff alleges Defendants failed to maintain accurate records on behalf of Plaintiff in direct violation of § 1174(d).

TENTH CAUSE OF ACTION

95. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive, as though set forth fully herein.

96. California *Labor Code* § 2802 states, in pertinent part, an employer shall indemnify his or her employees for all necessary expenditures and losses incurred in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

97. Plaintiff alleges Defendant failed to reimburse Plaintiff for expenses incurred in the performance of her duties on behalf of Defendants, including for the use of Plaintiff's personal cell phone and personal vehicle for work purposes.

98. Plaintiff seeks any civil damages and/or penalties as provided under the Private Attorney General Act, under *Labor Code* Section 2698 et seq. that have been incurred by way of Defendants' actions on behalf of themselves and all AGGRIEVED EMPLOYEES.

PRAYER

WHEREFORE, Plaintiffs pray:

1. For penalties according to proof;
2. For reasonable attorney's fees and costs of suit; and
3. For such other relief that the Court deems proper.

Dated: April 5, 2021

KO Legal, Inc.

C. E. Kimberly Lind, Attorney for HEATHER
GREEN and the AGGRIEVED EMPLOYEES

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 100 W. Broadway Ste. 250, Long Beach, CA 90802.

On **April 5, 2021**, I served the foregoing document described herein as **FIRST AMENDED COMPLAINT** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Nancy Rader Whitehead
SCOTT & WHITEHEAD
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☐ BY MAIL. At Long Beach, CA, the envelope(s) was sealed and placed for deposit with the United States Postal Service, for collection and mailing on that date, following the firm's ordinary business practices. I am aware that on Motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

☐ BY FAX. In addition to service by mail as set forth above, a copy of said document(s) were also delivered by facsimile transmission to the addressee pursuant to Code of Civil Procedure §1013(e).

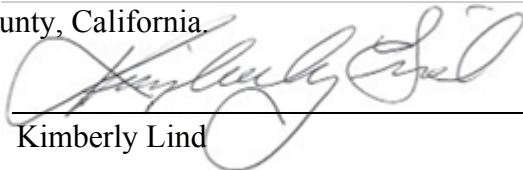
☐ BY PERSONAL SERVICE. I caused said document(s) to be hand-delivered to the addressee pursuant to Code of Civil Procedure §1011.

☐ BY EXPRESS MAIL. I caused said document(s) to be deposited in a box or other facility regularly maintained by the express service carrier providing overnight delivery pursuant to Code of Civil Procedure §1013(c).

☒ BY ELECTRONIC MAIL. I caused said document(s) to be sent in electronic PDF format as an attachment to an email addressed to the person(s) on whom such document(s) is/are to be served at the email address(es) shown above, and I did not receive an email response upon sending such email indicating that such email was not delivered.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed **April 5, 2021**, in Los Angeles County, California.


Kimberly Lind