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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 persons similarly
situated,

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

Assigned for all purposes to: Judge Randall J. Sherman
Dept: CX105

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 § 515**
- 6. Violation of Cal. Lab. Code § 1194**
- 7. Violation of Cal. Lab. Code § 226(a)**
- 8. Violation of Cal. Lab. Code § 226.7**
- 9. Violation of Cal. Lab. Code § 512**
- 10. Violation of Cal. Lab. Code § 1174**
- 11. Violation of Cal. Lab. Code § 2800**
- 12. Violation of Cal. Lab. Code § 2802**

Plaintiff HEATHER GREEN, in her representative capacity, hereby submits the following
PAGA Complaint against NEUINTEL, LLC dba PRICESPIDER ("Defendant"), and DOES 1-50
("Defendants"), and allege 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* § 515 for Defendants’ misclassification of employees as exempt; 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* §§ 2800 and 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 connection with her employment; Defendant's failure to provide Plaintiff with lawful meal and rest breaks; Defendant's failure to compensate Plaintiff for all time worked at both the regular and overtime rate of pay; Defendant's failure to maintain accurate records; and Defendant's failure to provide Plaintiff with accurate itemized wage statements. These violations of the California *Labor Code* give rise to a private right of action under PAGA.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

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

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

IDENTIFICATION OF ALL PARTIES

6. Plaintiff HEATHER GREEN is an individual residing in Los Angeles County, California.

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

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

1 until ascertained.

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

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

9 11. To the extent that certain acts and omissions were perpetrated by certain
10 defendants, the remaining defendant or defendants confirmed and ratified said acts and
11 omissions.

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

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

19 14. At all times relevant, each defendant was the employer, joint employer, alter ego
20 and/or agent of each of the Co-Defendants.

21 **VENUE AND JURISDICTION**

22 15. Venue is proper in the County of Orange because Defendants reside and/or are
23 domiciled in this County, and the work performed by Plaintiff forming the basis of this complaint
24 occurred in Orange County, California.

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

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1 **GENERAL ALLEGATIONS COMMON TO ALL CLAIMS**

2 17. On or about January 27, 2017, Neuintel, LLC dba PriceSpider (“Defendants”)
3 hired Heather Green (“Ms. Green”), as a full-time Staff Accountant in Accounts Receivable
4 (“AR”). Ms. Green was paid a salary \$60,000 per year plus benefits, with payroll checks
5 issued biweekly.

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

13 19. Ms. Green was not engaged in exempt duties more than 50% of the time she
14 worked as a Staff Accountant, and she did not exercise the independent judgment and
15 discretion required of proper exempt classification.

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

20 21. From approximately July 2017 through the end of September 2019, Ms. Green’s
21 hours increased, Defendants experienced rapid growth and expansion of the company, resulting
22 in a significant increase in workload, assignments, and responsibilities. During this time
23 period, Defendants’ revenue and number of customers increased. Then, in or around July 2019,
24 Defendants purchased ORIS Intel, LLC. All of these changes resulted in increased
25 responsibilities for Ms. Green, who handled sales contracts, worked with customers, and took
26 care of the accounting in AR.

27 22. During this time, Ms. Rimel placed increasing pressure on Ms. Green. Ms. Rimel
28 expected Ms. Green to singlehandedly keep up with the increased workload resulting from

1 Defendants' expansion without additional personnel. Ms. Rimel expected Ms. Green to work
2 long hours and continue to complete all of her assignments as she always had. Ms. Rimel
3 frequently told Ms. Green, "It doesn't matter how you get it done, I just want it done."

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

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

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

16 26. Throughout 2018, Defendants continued to grow and expand, as did Ms. Green's
17 workload and duties. Due to the increasing work, Ms. Green continued working long hours.
18 Around fall 2018, Ms. Green began to feel increasingly overwhelmed with her mounting work
19 and duties and frequently approached Ms. Rimel about the same. Each time, Ms. Green
20 explained to Ms. Rimel that, due the company's rapid growth in the AR department, she needed
21 additional personnel. At all times herein relevant, Ms. Rimel had knowledge that the excessive
22 workload she was assigning to Ms. Green would require her to work well over 40 hours a
23 week.

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

27 28. In or about late November 2018, after Ms. Green's repeated requests for
28 additional support, Ms. Rimel advised Ms. Green that she was going to hire an additional

1 person to help out in the AR department, adding that Ms. Green was to participate and assist in
2 the interview process. Ms. Rimel told Ms. Green that, moving forward, she wanted Ms.
3 Green's recommendations as to how to keep AR running efficiently.

4 29. Thereafter, in or about December 2018, Defendants hired Alex Olvey ("Mr.
5 Olvey") as a Staff Accountant, who ended up assisting with Ms. Rimel's duties, including
6 accounts payable, and preparing financial reports. He was not, as Ms. Rimel promised,
7 assigned to AR.

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

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

18 32. In or around February 2019, Defendants hired Lourdes Ramirez ("Ms. Ramirez")
19 as a Staff Accountant. Ms. Ramirez, however, ended up taking over accounts payable and
20 payroll, both of which had previously been part of Ms. Rimel's duties and responsibilities.
21 When Ms. Green learned about Ms. Ramirez's assignment, she approached Ms. Rimel and
22 reiterated that she still required additional personnel in AR as she could not continue to absorb
23 the work no matter how many hours she worked. Ms. Green pointed out that Ms. Ramirez was
24 the second person Defendants had hired since she had been telling Ms. Rimel she needed
25 additional support, and the second person placed to work elsewhere. Ms. Rimel yielded by
26 agreeing to allow Ms. Ramirez to perform very few of Ms. Green's easier tasks, such as posting
27 payments and assisting in completing vendor form adds involving new customers. While any
28 help was welcome, Ms. Ramirez's assistance did not alleviate the overwhelming and

1 unsustainable amount of work Ms. Green was executing by herself. Additionally, customer
2 account managers who were supposed to check up on customers and communicate any issues
3 they had were not doing that, leaving Ms. Green's email to back up extensively, which Ms.
4 Rimel was aware of. Without Ms. Green's excellent customer service, the company would not
5 have been able to grow as well as it did.

6 33. Throughout 2019, Ms. Rimel continued to place a lot of pressure on Ms. Green
7 to keep up despite Defendants' growth and additional workload without additional personnel in
8 AR, which was understaffed.

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

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

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

21 37. Around October 2019, after ORIS and Defendants merged in July 2019, Tami
22 Duschied ("Ms. Duschied") a woman who had done billing for ORIS, was assigned to work
23 under Ms. Rimel's supervision. Ms. Rimel regularly mistreated Ms. Duschied, prompting Ms.
24 Duschied to resign her position. Shortly after Ms. Duschied's departure, Ms. Rimel informed
25 Ms. Green that, starting in November 2019, Ms. Green was to take over Ms. Duschied's duties
26 and do billing for ORIS. Ms. Green told Ms. Rimel that the company needed to replace Ms.
27 Duschied as Ms. Green's workload was already more than Ms. Green could manage on her
28 own.

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

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

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

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

17 42. From approximately March 2020 through her termination, Ms. Green and her
18 colleagues worked from home due to the COVID-19 pandemic. From this time until her
19 termination, Ms. Green worked approximately 40 hours per week, and took meal and rest
20 breaks.

21 43. Throughout her employment with Defendants pre-pandemic, Plaintiff was not
22 compensated at the proper overtime rate for all hours worked over eight (8) hours in a day or 40
23 hours in a workweek and was instead paid a flat rate salary irrespective of the significant
24 amount of overtime hours she worked.

25 44. Throughout Plaintiff’s employment with Defendants pre-pandemic, Plaintiff did
26 not consistently receive meal breaks.

27 45. Throughout Plaintiff’s employment with Defendants pre-pandemic, Plaintiff did
28 not receive rest breaks.

1 46. Throughout Plaintiff's employment with Defendants, Defendants did not
2 compensate Plaintiff for her missed meal breaks.

3 47. Throughout Plaintiff's employment with Defendants, Defendants did not
4 compensate Plaintiff for her missed rest breaks.

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

9 49. When Defendants hired Plaintiff in January 2017, Defendants misclassified her as
10 exempt.

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

13 51. Throughout Plaintiff's employment with Defendants, Plaintiff was not
14 compensated for each time she had to use her personal vehicle for work-related bank errands.

15 52. Plaintiff is informed and believes and thereon alleges that those other individuals
16 named as having performed accounting duties are part of the Aggrieved Employee group.

17 53. Plaintiff is informed and believes and thereon alleges that other individual
18 employees have been misclassified, identities currently unknown, who will also comprise the
19 Aggrieved Employee group.

20 **FIRST CAUSE OF ACTION**

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

22 **Violation of California *Labor Code* § 201]**

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

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

26 55. Cal. *Labor Code* § 201, in pertinent part, requires an employer to pay all wages
27 earned and unpaid to employees upon the discharge of the employee.
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1 56. Plaintiff alleges Defendant failed to pay all wages due and owing to Plaintiff at the
2 termination of Plaintiff's employment relationship with Defendant.

3 57. As a result of the Defendants' violation, Plaintiff is entitled to payment of all
4 wages earned and unpaid at the time of discharge, any statutory or civil penalties provided for by
5 law, interest, attorneys' fees, costs, compensatory damages, and other remedies in an amount to
6 be proven at trial.

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

10 **SECOND CAUSE OF ACTION**

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

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

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

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

23 62. As a result of Defendants' violation, Plaintiff is entitled to payment of all wages
24 earned and unpaid at the time of discharge, any statutory or civil penalties provided for by law,
25 interest, attorneys' fees, costs, compensatory damages, and other remedies in an amount to be
26 proven at trial.

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

THIRD CAUSE OF ACTION

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

Violation of California *Labor Code* § 204]

(Against all Defendants and Does 1-50)

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

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

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

67. As a direct and legal result of the Defendants' actions against her, Plaintiff has been harmed because she has lost, and continues to lose, income and related benefits. As a result, Plaintiff, therefore, seeks all unpaid wages, any statutory or civil penalties provided for by law, interest, attorneys' fees, costs, compensatory damages, and other remedies in an amount to be proven at trial.

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

FOURTH CAUSE OF ACTION

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

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

(Against all Defendants and Does 1-50)

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

3 70. California *Labor Code* § 510 provides, in pertinent part, that an employer must
4 pay an employee at a rate of one and one-half times the regular rate of pay for any employee who
5 works more than eight hours in one workday and forty hours in one workweek.

6 71. California *Labor Code* § 1198 provides that the maximum hours of work and the
7 standard conditions of labor fixed by the commission shall be the maximum hours of work and
8 the standard conditions of labor for employees and that the employment of any employee for
9 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
10 unlawful. Industrial Welfare Commission Wage Order 7-2001 Section 3(a)(1)(a) requires,
11 among other things, that employees be compensated one and one-half times the employee's
12 regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours
13 in any workday.

14 72. Plaintiff alleges Defendant failed to pay one-and-one-half-time the regular rate of
15 pay for all hours Plaintiff worked over eight hours in a workday or forty hours in a workweek, in
16 direct violation of California *Labor Code* §§510 and 1198 and Wage Order 7-2001 Section
17 3(a)(1)(a).

18 73. As a result, Plaintiff is entitled to those unpaid wages, any statutory or civil
19 penalties provided for by law, interest, attorneys' fees, costs, compensatory damages, and other
20 remedies in an amount to be proven at trial, including, but not limited to Labor Code §§ 1194,
21 510, 558, and 558.1, and also including liquidated damages pursuant to California *Labor Code* §
22 1194.2.

23 74. Plaintiff also seeks any statutory or civil damages and/or penalties as provided
24 under the Private Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred
25 by Plaintiff by way of Defendants' actions on behalf of all similarly situated employees.

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3 **FIFTH CAUSE OF ACTION**

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

5 **Violation of California *Labor Code* § 515]**

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

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

9 76. California Labor Code §515(c) states, in pertinent part, “the Industrial Welfare
10 Commission may establish exemptions from the requirement that an overtime rate of
11 compensation be paid pursuant to Sections 510 and 511 for executive, administrative, and
12 professional employees, if the employee is primarily engaged in the duties that meet the test of
13 the exemption, customarily and regularly exercises discretion and independent judgment in
14 performing those duties, and earns a monthly salary equivalent to no less than two times the state
15 minimum wage for full-time employment.”

16 77. Plaintiff alleges that Defendants misclassified her as exempt when they paid
17 Plaintiff a flat rate salary irrespective of the amount of the hours worked, considering the fact
18 Plaintiff performed non-exempt duties more than fifty (50) percent of the time, and she did not
19 exercise the independent judgment and discretion required of proper exempt classification.

20 78. As a result, Plaintiff is entitled to all statutory or civil penalties provided for by
21 law, interest, attorneys’ fees, costs, compensatory damages, and other remedies in an amount to
22 be proven at trial.

23 79. Plaintiff also seeks any statutory or civil damages and/or penalties as provided
24 under the Private Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred
25 by Plaintiff by way of Defendants’ actions on behalf of all similarly situated employees.

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3 **SIXTH CAUSE OF ACTION**

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

5 **Violation of California *Labor Code* § 1194]**

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

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

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

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

16 83. As a result, Plaintiff is entitled to those unpaid wages, any statutory or civil
17 penalties provided for by law, interest, attorneys' fees, costs, compensatory damages, and other
18 remedies in an amount to be proven at trial, including, but not limited to Labor Code §§ 1194,
19 510, 558, and 558.1, and also including liquidated damages pursuant to California *Labor Code* §
20 1194.2.

21 84. Plaintiff also seeks any statutory or civil damages and/or penalties as provided
22 under the Private Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred
23 by Plaintiff by way of Defendants' actions on behalf of all similarly situated employees.

24 **SEVENTH CAUSE OF ACTION**

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

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

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

28 85. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive,

1 as though set forth fully herein.

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

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

10 88. As a result, Plaintiff is entitled to any statutory or civil penalties provided for by
11 law, interest, attorneys' fees, costs, compensatory damages, and other remedies in an amount to
12 be proven at trial.

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

16 **EIGHTH CAUSE OF ACTION**

17 **[Representative Claim via California *Labor Code* § 2698 et seq. for**
18 **Violation of California *Labor Code* § 226.7]**
19 **(Against All Defendants and Does 1 – 50)**

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

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

25 92. Plaintiff alleges Defendant did not regularly provide meal breaks or rest breaks to
26 Plaintiff, and instead frequently encouraged Plaintiff to work through her meal and rest breaks
27 or denied her an opportunity to take meal and rest breaks in direct violation of § 226.7.

28 93. Plaintiff alleges she never waived her right to a meal break.

1 94. Plaintiff alleges she never waived her right to a rest break.

2 95. As a result, Plaintiff is entitled to these statutory or civil penalties provided for by
3 law, interest, attorneys' fees, costs, compensatory damages, and other remedies in an amount to
4 be proven at trial.

5 96. Plaintiff also seeks any statutory or civil damages and/or penalties as provided
6 under the Private Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred
7 by Plaintiff by way of Defendants' actions on behalf of all similarly situated employees.

8 **NINTH CAUSE OF ACTION**

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

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

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

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

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

18 99. Plaintiff alleges Defendants did not provide meal breaks to Plaintiff, and instead
19 encouraged Plaintiff to work through many of her meal breaks or denied her an opportunity to
20 take meal breaks in direct violation of § 512.

21 100. Plaintiff alleges she never waived her right to a meal break.

22 101. As a result, Plaintiff is entitled to unpaid wages, any statutory or civil penalties
23 provided for by law, interest, attorneys' fees, costs, compensatory damages, and other remedies
24 in an amount to be proven at trial.

25 102. Plaintiff also seeks any statutory or civil damages and/or penalties as provided
26 under the Private Attorney General Act, under *Labor Code* § 2698 et seq. that have been incurred
27 by Plaintiff by way of Defendants' actions on behalf of all similarly situated employees.

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TENTH CAUSE OF ACTION

**[Representative Claim via California *Labor Code* § 2698 et seq. for
Violation of California *Labor Code* § 1174]
(Against All Defendants and Does 1 – 50)**

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

104. California *Labor Code* § 1174 states, in pertinent part, an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by each employee and the wages paid to them.

105. Plaintiff alleges Defendants failed to maintain accurate records on behalf of Plaintiff in direct violation of § 1174, and are thus subject to the penalty listed in California *Labor Code* § 1174.5.

106. As a result, Plaintiff is entitled to all statutory or civil penalties provided for by law, interest, attorneys' fees, costs, compensatory damages, and other remedies in an amount to be proven at trial.

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

ELEVENTH CAUSE OF ACTION

**[Representative Claim via California *Labor Code* § 2698 et seq. for
Violation of California *Labor Code* § 2800]
(Against All Defendants and Does 1 – 50)**

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

109. California *Labor Code* § 2800 states that an employer shall indemnify his employee for losses caused by the employer's want of ordinary care.

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

111. As a result, Plaintiff is entitled to all statutory or civil penalties provided for by law, interest, attorneys' fees, costs, compensatory damages, and other remedies in an amount to be proven at trial.

112. Plaintiff also seeks any statutory or 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 Plaintiff by way of Defendants' actions on behalf of herself and all similarly situated employees.

TWELFTH CAUSE OF ACTION

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

Violation of California *Labor Code* § 2802]

(Against All Defendants and Does 1 – 50)

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

114. 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.

115. 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.

116. As a result, Plaintiff is entitled to all statutory or civil penalties provided for by law, interest, attorneys' fees, costs, compensatory damages, and other remedies in an amount to be proven at trial.

117. Plaintiff also seeks any statutory or 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 Plaintiff by way of Defendants' actions on behalf of themselves and all similarly situated employees.

PRAYER

WHEREFORE, Plaintiffs pray:

1. For compensatory damages according to proof and interest thereon;
2. For penalties according to proof;
3. For reasonable attorney's fees and costs of suit;
4. Injunctive relief; and
5. For such other relief that the Court deems proper.

Dated: November 25, 2020

KO Legal, Inc.

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Adriana C. Quintero, Attorney for HEATHER GREEN