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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

KATHLEEN O'BRIEN, AURORA GALVAN, and CARA
LISH individuals, on behalf of themselves and on behalf of
all persons similarly situated,

Plaintiff,

vs.

CERIDA INVESTMENT CORP., a Corporation;
DELOITTE CONSULTING L.P., a Limited Partnership;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV384527

**FIRST AMENDED CLASS ACTION COMPLAINT
FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and
9. CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699, *et seq.* FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226(a), 226.7, 233, 246, 351, 432, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11040, SUBDIVISION 5(A)-(B)

DEMAND FOR A JURY TRIAL

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1 Plaintiffs Kathleen O'Brien, Aurora Galvan and Cara Lish ("PLAINTIFFS"), as
2 individuals, on behalf of themselves and all other similarly situated current and former
3 employees allege on information and belief, except for their own acts and knowledge which are
4 based on personal knowledge, the following:

5 **THE PARTIES**

6 1. Defendant Cerida Investment Corp., is a Corporation that at all relevant times
7 mentioned herein conducted and continues to conduct substantial business in the state of
8 California.

9 2. Defendant Deloitte Consulting LLP is a Limited Liability Partnership that at all
10 relevant times mentioned herein conducted and continues to conduct substantial business in the
11 state of California.

12 3. Defendants Cerida Investment Corp. and Deloitte Consulting L.P. were the joint
13 employers of PLAINTIFFS as evidenced by paycheck and by the company PLAINTIFFS
14 performed work for respectively, and are therefore jointly responsible as employers for the
15 conduct alleged herein, and are therefore collectively referred to herein as "DEFENDANT."

16 4. DEFENDANT owns and operates call centers and provides contact management
17 solutions.

18 5. PLAINTIFF Kathleen O'Brien was employed by DEFENDANT in California
19 from June of 2020 until October of 2020 and was at all times classified by DEFENDANT as
20 a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
21 rest periods and payment of minimum and overtime wages due for all time worked.

22 6. PLAINTIFF Aurora Galvan was employed by DEFENDANT in California from
23 July of 2020 until April of 2021 and was at all times classified by DEFENDANT as a non-
24 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
25 periods and payment of minimum and overtime wages due for all time worked.

26 7. PLAINTIFF Cara Lish was employed by DEFENDANT in California from
27 January 12, 2021 until February 2021, and was at all times classified by DEFENDANT as a
28 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest

1 periods and payment of minimum and overtime wages due for all time worked.

2 8. PLAINTIFFS brings this Class Action on behalf of themselves and a California
3 class, defined as all individuals who are or previously were employed in California by Cerida
4 Investment Corporation (“Cerida”) who were classified as hourly, non-exempt employees at
5 any time during the period beginning on July 20, 2017 through September 15, 2022 (the
6 “CALIFORNIA CLASS PERIOD”), including those Cerida employees who provided services
7 in California that Cerida had contracted with Deloitte to provide to a third party (CALIFORNIA
8 CLASS Members”). The amount in controversy for the aggregate claim of CALIFORNIA
9 CLASS Members is under five million dollars (\$5,000,000.00).

10 9. PLAINTIFFS bring this Class Action on behalf of themselves and a
11 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
12 incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s policy and
13 practice which failed to lawfully compensate these employees. DEFENDANT’s policy and
14 practice alleged herein was an unlawful, unfair and deceptive business practice whereby
15 DEFENDANT retained and continues to retain wages due PLAINTIFFS and the other members
16 of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA
17 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
18 named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been
19 economically injured by DEFENDANT’s past and current unlawful conduct, and all other
20 appropriate legal and equitable relief.

21 10. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
23 unknown to PLAINTIFFS who therefore sues these Defendants by such fictitious names
24 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint
25 to allege the true names and capacities of Does 1 through 50, inclusive, when they are
26 ascertained. PLAINTIFFS are informed and believe, and based upon that information and
27 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
28 inclusive, are responsible in some manner for one or more of the events and happenings that

proximately caused the injuries and damages hereinafter alleged.

11. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFFS and the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFFS and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFFS' off-duty meal break. Additionally, before clocking in, PLAINTIFFS and CALIFORNIA CLASS Members, were required to wait in-line for a COVID-19 screening, one which included questions about their current set of symptoms before each employee was scanned and screened for a fever. PLAINTIFFS were not allowed to clock in until this process was completed. Also, DEFENDANT, as a matter of established company policy and procedure, administered a uniform practice of rounding the actual time worked and recorded by PLAINTIFFS and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFFS and CALIFORNIA CLASS Members were paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT

1 intentionally and unlawfully failed to pay PLAINTIFFS and the CALIFORNIA CLASS
2 Members for compensable work time which was spent logging onto computers, logging onto
3 the virtual private networks, initializing software applications, and preparing to take and/or
4 make phone calls. This is due to the fact that DEFENDANT had in place two conflicting
5 policies and practices. On the one hand, these employees were not paid until the start of their
6 scheduled shifts and on the other hand, these employees were required to work before the start
7 of their scheduled shifts preparing their computer systems because it was a requirement for the
8 employees to properly perform the functions of their jobs. DEFENDANT's policy and practice
9 not to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked, is
10 evidenced by DEFENDANT's business records. As a result, DEFENDANT failed to pay
11 PLAINTIFFS and other CALIFORNIA CLASS Members the proper minimum and overtime
12 wages.

13 13. In addition, State and federal law provides that employees must be paid overtime
14 and meal and rest break premium pay at one-and-one-half times their "regular rate of pay."
15 PLAINTIFFS and other CALIFORNIA CLASS Members were compensated at an hourly rate
16 plus incentive pay that is tied to specific elements of an employee's performance.

17 14. The second component of PLAINTIFFS' and other CALIFORNIA CLASS
18 Members' compensation was DEFENDANT's non-discretionary incentive program that paid
19 PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their
20 performance for DEFENDANT. The non-discretionary incentive program provided all
21 employees paid on an hourly basis with incentive compensation when the employees met the
22 various performance goals set by DEFENDANT. However, when calculating the regular rate
23 of pay in order to pay overtime and premiums for meal and rest break violations to
24 PLAINTIFFS and other CALIFORNIA CLASS Members, DEFENDANT failed to include the
25 incentive compensation as part of the employees' "regular rate of pay" for purposes of
26 calculating overtime pay and premium pay for meal and rest break violations. As a matter of
27 law, the incentive compensation received by PLAINTIFFS and other CALIFORNIA CLASS
28 Members must be included in the "regular rate of pay." The failure to do so has resulted in an

1 underpayment of overtime compensation and meal and rest break premium pay to PLAINTIFFS
2 and other CALIFORNIA CLASS Members by DEFENDANT.

3 15. DEFENDANT underpaid sick pay wages to PLAINTIFFS and other
4 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay.
5 Specifically, PLAINTIFFS and other non-exempt employees regularly earn non-discretionary
6 remuneration, including but not limited to, incentives, shift differential pay, and bonuses.
7 Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay to
8 PLAINTIFFS and other CALIFORNIA CLASS Members at their base rates of pay.

9 16. As a result of their rigorous work schedules, PLAINTIFFS and other
10 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off
11 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and
12 other CALIFORNIA CLASS Members were required from time to time to perform work as
13 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
14 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFFS and
15 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
16 which these employees were required by DEFENDANT to work ten (10) hours of work.
17 PLAINTIFFS and other members of the CALIFORNIA CLASS therefore forfeited meal breaks
18 without additional compensation and in accordance with DEFENDANT's corporate policy and
19 practice.

20 17. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other
21 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
22 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
23 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
24 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
25 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
26 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
27 or more from time to time. PLAINTIFFS and other CALIFORNIA CLASS Members were also
28 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage

1 Order requires employers to provide employees with off-duty rest periods, which the California
2 Supreme Court defined as time during which an employee is relieved from all work related
3 duties and free from employer control. In so doing, the Court held that the requirement under
4 California law that employers authorize and permit all employees to take rest period means that
5 employers must relieve employees of all duties and relinquish control over how employees
6 spend their time which includes control over the locations where employees may take their rest
7 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
8 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFFS and
9 other CALIFORNIA CLASS Members from unconstrained walks and was unlawful based on
10 DEFENDANT's rule which stated PLAINTIFFS and other CALIFORNIA CLASS Members
11 could not leave the work premises during their rest period. As a result of PLAINTIFFS being
12 required to be present on the premises she was from time to time required by DEFENDANT to
13 work during what should of been her off duty rest period.

14 18. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
15 record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual amount
16 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
17 DEFENDANT is required to pay PLAINTIFFS and other CALIFORNIA CLASS Members for
18 all time worked, meaning the time during which an employee was subject to the control of an
19 employer, including all the time the employee was permitted or suffered to permit this work.
20 DEFENDANT required these employees to work off the clock without paying them for all the
21 time they were under DEFENDANT's control, including, but not limited to, time spent
22 undergoing mandatory drug testing or any other testing and/or examination required as a
23 condition of employment. Specifically, PLAINTIFFS worked through their various meal and
24 rest breaks as calls regularly cut into their supposed breaks. Additionally, PLAINTIFFS were
25 required to read a daily bulletin provided by the DEFENDANT before clocking in. This work
26 also was done off-the-clock. As such, DEFENDANT knew or should have known that
27 PLAINTIFFS and the other members of the CALIFORNIA CLASS were under compensated
28 for all time worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members

1 forfeited time worked by working without their time being accurately recorded and without
2 compensation at the applicable minimum wage and overtime wage rates. To the extent that the
3 time worked off the clock did not qualify for overtime premium payment, DEFENDANT failed
4 to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§
5 1194, 1197, and 1197.1.

6 19. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
7 PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses
8 incurred by PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of
9 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
10 2802, employers are required to indemnify employees for all expenses incurred in the course
11 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
12 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
13 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
14 directions of the employer, even though unlawful, unless the employee, at the time of obeying
15 the directions, believed them to be unlawful."

16 20. In the course of their employment PLAINTIFFS and other CALIFORNIA CLASS
17 Members as a business expense, were required by DEFENDANT to use their own personal
18 cellular phones as a result of and in furtherance of their job duties as employees for
19 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
20 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
21 result, in the course of their employment with DEFENDANT, PLAINTIFFS and other members
22 of the CALIFORNIA CLASS incurred unreimbursed business expenses which included, but
23 were not limited to, costs related to the use of their personal cellular phones all on behalf of and
24 for the benefit of DEFENDANT.

25 21.. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
26 other members of the CALIFORNIA CLASS with complete and accurate wage statements
27 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
28 Code § 226 provides that every employer shall furnish each of his or her employees with an

1 accurate itemized wage statement in writing showing, among other things, gross wages earned
2 and all applicable hourly rates in effect during the pay period and the corresponding amount of
3 time worked at each hourly rate. PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
4 Members were paid on an hourly basis. As such, the wage statements should reflect all
5 applicable hourly rates during the pay period and the total hours worked, and the applicable pay
6 period in which the wages were earned pursuant to California Labor Code Section 226(a).
7 Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to
8 PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor
9 Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFFS and the
10 other members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab.
11 Code § 226.

12 22.. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
13 to collect or receive from an employee any part of wages theretofore paid by said employer to
14 said employee.” DEFENDANT fails to pay all compensation due to PLAINTIFFS and other
15 CALIFORNIA LABOR SUB-CLASS Members, makes unlawful deductions from
16 compensation payable to PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members,
17 fails to disclose all aspects of the deductions from compensation payable to PLAINTIFFS and
18 CALIFORNIA LABOR SUB-CLASS Members, and thereby fails to pay these employees all
19 wages due at each applicable pay period and upon termination. PLAINTIFFS and members of
20 the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
21 according to proof, related penalties, interest, attorney fees and costs.

22 23. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
23 employment are due and payable twice during each calendar month, on days designated in
24 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
25 requires employers to pay employees all wages owed within seven (7) days of the close of the
26 payroll period. DEFENDANT from time to time failed to pay PLAINTIFFS and other
27 CALIFORNIA CLASS Members all wages owed to them within seven (7) days of the close of
28 the payroll period.

1 24. In violation of the applicable sections of the California Labor Code and the
2 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
3 intentionally and knowingly failed to compensate PLAINTIFFS and the other members of the
4 CALIFORNIA CLASS for missed meal and rest periods. This policy and practice of
5 DEFENDANT is intended to purposefully avoid the payment for all time worked as required
6 by California law which allows DEFENDANT to illegally profit and gain an unfair advantage
7 over competitors who complied with the law. To the extent equitable tolling operates to toll
8 claims by the CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS
9 PERIOD should be adjusted accordingly.

10 25. By reason of this conduct applicable to PLAINTIFFS and all CALIFORNIA
11 CLASS Members, DEFENDANT committed acts of unfair competition in violation of the
12 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by
13 engaging in a company-wide policy and procedure which failed to accurately calculate and
14 record all missed meal and rest periods by PLAINTIFFS and other CALIFORNIA CLASS
15 Members. The proper recording of these employees' missed meal and rest breaks is the
16 DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation
17 to meet this burden, DEFENDANT failed to properly calculate and/or pay all required
18 compensation for work performed by the members of the CALIFORNIA CLASS and violated
19 the California Labor Code and regulations promulgated thereunder as herein alleged.

20 26. Specifically as to PLAINTIFFS, DEFENDANT failed to provide all the legally
21 required off-duty meal and rest breaks to them as required by the applicable Wage Order and
22 Labor Code and failed to pay her all minimum and overtime wages due to them. DEFENDANT
23 did not have a policy or practice which provided timely off-duty meal and rest breaks to
24 PLAINTIFFS and also failed to compensate PLAINTIFFS for their missed meal and rest breaks.
25 The nature of the work performed by the PLAINTIFFS did not prevent them from being
26 relieved of all of her duties for the legally required off-duty meal periods. As a result,
27 DEFENDANT's failure to provide PLAINTIFFS with the legally required meal periods is
28 evidenced by DEFENDANT's business records. To date, DEFENDANT has not fully paid

1 PLAINTIFFS the overtime compensation still owed to them or any penalty wages owed to her
2 under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFFS individually does not
3 exceed the sum or value of \$75,000.

4 **JURISDICTION AND VENUE**

5 27. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
7 action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees
8 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

9 28. Venue is proper in this Court pursuant to California Code of Civil Procedure,
10 Sections 395 and 395.5, because PLAINTIFF O'BRIEN worked in this County for
11 DEFENDANT and DEFENDANT (i) currently maintains and at all relevant times maintained
12 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
13 committed the wrongful conduct herein alleged in this County against members of the
14 CALIFORNIA CLASS.

15 **THE CALIFORNIA CLASS**

16 29. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive
17 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
18 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
19 all individuals who are or previously were employed in California by Cerida Investment
20 Corporation ("Cerida") who were classified as hourly, non-exempt employees at any time
21 during the period beginning on July 20, 2017 through September 15, 2022 (the "CALIFORNIA
22 CLASS PERIOD"), including those Cerida employees who provided services in California that
23 Cerida had contracted with Deloitte to provide to a third party (CALIFORNIA CLASS
24 Members"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS
25 Members is under five million dollars (\$5,000,000.00).

26 30. To the extent equitable tolling operates to toll claims by the CALIFORNIA
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1 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
2 accordingly.

3 31. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
4 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
5 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed
6 to record all meal and rest breaks missed by PLAINTIFFS and other CALIFORNIA CLASS
7 Members, even though DEFENDANT enjoyed the benefit of this work, required employees to
8 perform this work and permits or suffers to permit this work.

9 32. DEFENDANT has the legal burden to establish that each and every
10 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
11 required by California laws. The DEFENDANT, however, as a matter of policy and procedure
12 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in
13 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid
14 as required by law. This common business practice is applicable to each and every
15 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,
16 and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the "UCL") as
17 causation, damages, and reliance are not elements of this claim.

18 33. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
19 CLASS Members is impracticable.

20 34. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
21 law by:

- 22 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
23 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
24 deceptively having in place company policies, practices and procedures
25 that failed to record and pay PLAINTIFFS and the other members of the
26 CALIFORNIA CLASS for all time worked, including minimum wages
27 owed and overtime wages owed for work performed by these employees;
28 (b) Committing an act of unfair competition in violation of the UCL, by

1 failing to provide the PLAINTIFFS and the other members of the
2 CALIFORNIA CLASS with the legally required meal and rest periods;
3 and,

- 4 (c) Committing an act of unfair competition in violation of the California
5 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by
6 violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS and
7 the CALIFORNIA CLASS members with necessary expenses incurred in
8 the discharge of their job duties.

9 35. This Class Action meets the statutory prerequisites for the maintenance of a Class
10 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 11 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
12 that the joinder of all such persons is impracticable and the disposition of
13 their claims as a class will benefit the parties and the Court;
- 14 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
15 that are raised in this Complaint are common to the CALIFORNIA
16 CLASS will apply to every member of the CALIFORNIA CLASS;
- 17 (c) The claims of the representative PLAINTIFFS are typical of the claims of
18 each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the
19 other members of the CALIFORNIA CLASS, was classified as a non-
20 exempt employee paid on an hourly basis who was subjected to the
21 DEFENDANT's deceptive practice and policy which failed to provide the
22 legally required meal and rest periods to the CALIFORNIA CLASS and
23 thereby underpaid compensation to PLAINTIFFS and CALIFORNIA
24 CLASS. PLAINTIFFS sustained economic injury as a result of
25 DEFENDANT's employment practices. PLAINTIFFS and the members
26 of the CALIFORNIA CLASS were and are similarly or identically harmed
27 by the same unlawful, deceptive, and unfair misconduct engaged in by
28 DEFENDANT; and,

1 (d) The representative PLAINTIFFS will fairly and adequately represent and
2 protect the interest of the CALIFORNIA CLASS, and has retained
3 counsel who are competent and experienced in Class Action litigation.
4 There are no material conflicts between the claims of the representative
5 PLAINTIFFS and the members of the CALIFORNIA CLASS that would
6 make class certification inappropriate. Counsel for the CALIFORNIA
7 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
8 Members.

9 36. In addition to meeting the statutory prerequisites to a Class Action, this action is
10 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

11 (a) Without class certification and determination of declaratory, injunctive,
12 statutory and other legal questions within the class format, prosecution of
13 separate actions by individual members of the CALIFORNIA CLASS will
14 create the risk of:

15 1) Inconsistent or varying adjudications with respect to individual
16 members of the CALIFORNIA CLASS which would establish
17 incompatible standards of conduct for the parties opposing the
18 CALIFORNIA CLASS; and/or,

19 2) Adjudication with respect to individual members of the
20 CALIFORNIA CLASS which would as a practical matter be
21 dispositive of interests of the other members not party to the
22 adjudication or substantially impair or impede their ability to
23 protect their interests.

24 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
25 act on grounds generally applicable to the CALIFORNIA CLASS, making
26 appropriate class-wide relief with respect to the CALIFORNIA CLASS
27 as a whole in that DEFENDANT failed to pay all wages due to members
28 of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFFS seek declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

B. Adjudications with respect to individual members of the

CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

37. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA CLASS are so numerous that it is

1 impractical to bring all members of the CALIFORNIA CLASS before the
2 Court;

3 (d) PLAINTIFFS, and the other CALIFORNIA CLASS Members, will not be
4 able to obtain effective and economic legal redress unless the action is
5 maintained as a Class Action;

6 (e) There is a community of interest in obtaining appropriate legal and
7 equitable relief for the acts of unfair competition, statutory violations and
8 other improprieties, and in obtaining adequate compensation for the
9 damages and injuries which DEFENDANT's actions have inflicted upon
10 the CALIFORNIA CLASS;

11 (f) There is a community of interest in ensuring that the combined assets of
12 DEFENDANT are sufficient to adequately compensate the members of
13 the CALIFORNIA CLASS for the injuries sustained;

14 (g) DEFENDANT has acted or refused to act on grounds generally applicable
15 to the CALIFORNIA CLASS, thereby making final class-wide relief
16 appropriate with respect to the CALIFORNIA CLASS as a whole;

17 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
18 the business records of DEFENDANT; and,

19 (i) Class treatment provides manageable judicial treatment calculated to bring
20 a efficient and rapid conclusion to all litigation of all wage and hour
21 related claims arising out of the conduct of DEFENDANT as to the
22 members of the CALIFORNIA CLASS.

23 38. DEFENDANT maintains records from which the Court can ascertain and identify
24 by job title each of DEFENDANT's employees who have been intentionally subjected to
25 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFFS
26 will seek leave to amend the Complaint to include any additional job titles of similarly situated
27 employees when they have been identified.
28

THE CALIFORNIA LABOR SUB-CLASS

39. PLAINTIFFS further bring the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action on behalf of a California sub-class, defined as all individuals who are or previously were employed in California by Cerida Investment Corporation (“Cerida”) who were classified as hourly, non-exempt employees at any time during the period beginning on July 20, 2017 through September 15, 2022 (the “CALIFORNIA CLASS PERIOD”), including those Cerida employees who provided services in California that Cerida had contracted with Deloitte to provide to a third party (CALIFORNIA CLASS Members”) pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

40.. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate compensation for the time worked by PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

41. DEFENDANT maintains records from which the Court can ascertain and identify by name and job title, each of DEFENDANT’s employees who have been intentionally subjected to DEFENDANT’s company policy, practices and procedures as herein alleged. PLAINTIFFS will seek leave to amend the complaint to include any additional job titles of similarly situated employees when they have been identified.

42. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all

1 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

2 43. Common questions of law and fact exist as to members of the CALIFORNIA
3 LABOR SUB-CLASS, including, but not limited, to the following:

- 4 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
5 compensation due to members of the CALIFORNIA LABOR SUB-
6 CLASS for missed meal and rest breaks in violation of the California
7 Labor Code and California regulations and the applicable California Wage
8 Order;
- 9 (b) Whether DEFENDANT failed to provide the PLAINTIFFS and the other
10 members of the CALIFORNIA LABOR SUB-CLASS with accurate
11 itemized wage statements;
- 12 (c) Whether DEFENDANT has engaged in unfair competition by the
13 above-listed conduct;
- 14 (d) The proper measure of damages and penalties owed to the members of the
15 CALIFORNIA LABOR SUB-CLASS; and,
- 16 (e) Whether DEFENDANT's conduct was willful.

17 44. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
18 under California law by:

- 19 (a) Violating Cal. Lab. Code §§ 510 by failing to correctly pay the
20 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-
21 CLASS all wages due for overtime worked, for which DEFENDANT is
22 liable pursuant to Cal. Lab. Code § 1194;
- 23 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
24 accurately pay PLAINTIFFS and the members of the CALIFORNIA
25 LABOR SUB-CLASS the correct minimum wage pay for which
26 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 27 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and
28 the members of the CALIFORNIA LABOR SUB-CLASS with an

1 accurate itemized statement in writing showing the corresponding correct
2 amount of wages earned by the employee;

- 3 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
4 PLAINTIFFS and the other members of the CALIFORNIA LABOR
5 SUB-CLASS with all legally required off-duty, uninterrupted thirty (30)
6 minute meal breaks and the legally required off-duty rest breaks; and,
7 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS
8 and the CALIFORNIA LABOR SUB-CLASS members with necessary
9 expenses incurred in the discharge of their job duties; and,
10 (g) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
11 when an employee is discharged or quits from employment, the employer
12 must pay the employee all wages due without abatement, by failing to
13 tender full payment and/or restitution of wages owed or in the manner
14 required by California law to the members of the CALIFORNIA LABOR
15 SUB-CLASS who have terminated their employment.

16 45. This Class Action meets the statutory prerequisites for the maintenance of a Class
17 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 18 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
19 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
20 Members is impracticable and the disposition of their claims as a class
21 will benefit the parties and the Court;
22 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
23 that are raised in this Complaint are common to the CALIFORNIA
24 LABOR SUB-CLASS and will apply to every member of the
25 CALIFORNIA LABOR SUB-CLASS;
26 (c) The claims of the representative PLAINTIFFS are typical of the claims of
27 each member of the CALIFORNIA LABOR SUB-CLASS.
28 PLAINTIFFS, like all the other members of the CALIFORNIA LABOR

1 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
2 was subjected to the DEFENDANT's practice and policy which failed to
3 pay the correct amount of wages due to the CALIFORNIA LABOR SUB-
4 CLASS. PLAINTIFFS sustained economic injury as a result of
5 DEFENDANT's employment practices. PLAINTIFFS and the members
6 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
7 identically harmed by the same unlawful, deceptive, and unfair
8 misconduct engaged in by DEFENDANT; and,

- 9 (d) The representative PLAINTIFFS will fairly and adequately represent and
10 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and have
11 retained counsel who are competent and experienced in Class Action
12 litigation. There are no material conflicts between the claims of the
13 representative PLAINTIFFS and the members of the CALIFORNIA
14 LABOR SUB-CLASS that would make class certification inappropriate.
15 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
16 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

17 46. In addition to meeting the statutory prerequisites to a Class Action, this action is
18 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 19 (a) Without class certification and determination of declaratory, injunctive,
20 statutory and other legal questions within the class format, prosecution of
21 separate actions by individual members of the CALIFORNIA LABOR
22 SUB-CLASS will create the risk of:

- 23 1) Inconsistent or varying adjudications with respect to individual
24 members of the CALIFORNIA LABOR SUB-CLASS which
25 would establish incompatible standards of conduct for the parties
26 opposing the CALIFORNIA LABOR SUB-CLASS; or,
27 2) Adjudication with respect to individual members of the
28 CALIFORNIA LABOR SUB-CLASS which would as a practical

1 matter be dispositive of interests of the other members not party to
2 the adjudication or substantially impair or impede their ability to
3 protect their interests.

4 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
5 or refused to act on grounds generally applicable to the CALIFORNIA
6 LABOR SUB-CLASS, making appropriate class-wide relief with respect
7 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
8 DEFENDANT fails to pay all wages due. Including the correct wages for
9 all time worked by the members of the CALIFORNIA LABOR SUB-
10 CLASS as required by law;

11 (c) Common questions of law and fact predominate as to the members of the
12 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
13 violations of California Law as listed above, and predominate over any
14 question affecting only individual CALIFORNIA LABOR SUB-CLASS
15 Members, and a Class Action is superior to other available methods for
16 the fair and efficient adjudication of the controversy, including
17 consideration of:

- 18 1) The interests of the members of the CALIFORNIA LABOR SUB-
19 CLASS in individually controlling the prosecution or defense of
20 separate actions in that the substantial expense of individual
21 actions will be avoided to recover the relatively small amount of
22 economic losses sustained by the individual CALIFORNIA
23 LABOR SUB-CLASS Members when compared to the substantial
24 expense and burden of individual prosecution of this litigation;
- 25 2) Class certification will obviate the need for unduly duplicative
26 litigation that would create the risk of:

27 A. Inconsistent or varying adjudications with respect to
28 individual members of the CALIFORNIA LABOR SUB-

1 CLASS, which would establish incompatible standards of
2 conduct for the DEFENDANT; and/or,

3 B. Adjudications with respect to individual members of the
4 CALIFORNIA LABOR SUB-CLASS would as a practical
5 matter be dispositive of the interests of the other members
6 not parties to the adjudication or substantially impair or
7 impede their ability to protect their interests;

8 3) In the context of wage litigation because a substantial number of
9 individual CALIFORNIA LABOR SUB-CLASS Members will
10 avoid asserting their legal rights out of fear of retaliation by
11 DEFENDANT, which may adversely affect an individual's job
12 with DEFENDANT or with a subsequent employer, the Class
13 Action is the only means to assert their claims through a
14 representative; and,

15 4) A class action is superior to other available methods for the fair
16 and efficient adjudication of this litigation because class treatment
17 will obviate the need for unduly and unnecessary duplicative
18 litigation that is likely to result in the absence of certification of
19 this action pursuant to Cal. Code of Civ. Proc. § 382.

20 47. This Court should permit this action to be maintained as a Class Action pursuant
21 to Cal. Code of Civ. Proc. § 382 because:

22 (a) The questions of law and fact common to the CALIFORNIA LABOR
23 SUB-CLASS predominate over any question affecting only individual
24 CALIFORNIA LABOR SUB-CLASS Members;

25 (b) A Class Action is superior to any other available method for the fair and
26 efficient adjudication of the claims of the members of the CALIFORNIA
27 LABOR SUB-CLASS because in the context of employment litigation a
28 substantial number of individual CALIFORNIA LABOR SUB-CLASS

Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;

(d) PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;

(f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

(g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;

(h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

(i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT as to the

members of the CALIFORNIA LABOR SUB-CLASS.

FIRST CAUSE OF ACTION

For Unlawful Business Practices

[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]

(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)

48. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

49. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof. Code § 17021.

50. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

51. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198 & 2802, The Fair Labor Standards Act and federal regulations promulgated thereunder, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

1 52. By the conduct alleged herein, DEFENDANT's practices were unlawful and
2 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
3 unscrupulous or substantially injurious to employees, and were without valid justification or
4 utility for which this Court should issue equitable and injunctive relief pursuant to Section
5 17203 of the California Business & Professions Code, including restitution of wages wrongfully
6 withheld.

7 53. By the conduct alleged herein, DEFENDANT's practices were deceptive and
8 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
9 meal and rest periods, the required amount of compensation for missed meal and rest periods
10 and overtime and minimum wages owed, failed to timely pay wages, failed to reimburse all
11 necessary business expenses incurred, and failed to pay Fair Labor Standards Act overtime
12 wages due for overtime worked as a result of failing to include non-discretionary incentive
13 compensation into their regular rate for purposes of computing the proper overtime pay, due to
14 a business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and
15 Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*,
16 and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. &
17 Prof. Code § 17203, including restitution of wages wrongfully withheld.

18 54. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
19 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and
20 the other members of the CALIFORNIA CLASS to be underpaid during their employment with
21 DEFENDANT.

22 55. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
23 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide
24 all legally required meal breaks to PLAINTIFFS and the other members of the CALIFORNIA
25 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

26 56. Therefore, PLAINTIFFS demands on behalf of themselves and on behalf of each
27 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
28 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay

1 for each workday in which a second off-duty meal period was not timely provided for each ten
2 (10) hours of work.

3 57. PLAINTIFFS further demand on behalf of themselves and each member of the
4 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
5 duty paid rest period was not timely provided as required by law.

6 58. By and through the unlawful and unfair business practices described herein,
7 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
8 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
9 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
10 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
11 to unfairly compete against competitors who comply with the law.

12 59. All the acts described herein as violations of, among other things, the Industrial
13 Welfare Commission Wage Orders, the California Code of Regulations, and the California
14 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
15 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
16 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

17 60. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
18 to, and do, seek such relief as may be necessary to restore to them the money and property
19 which DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
20 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
21 unfair business practices, including earned but unpaid wages for all time worked.

22 61. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
23 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
24 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
25 engaging in any unlawful and unfair business practices in the future.

26 62. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain,
27 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
28 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.

1 As a result of the unlawful and unfair business practices described herein, PLAINTIFFS and
2 the other members of the CALIFORNIA CLASS have suffered and will continue to suffer
3 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
4 engage in these unlawful and unfair business practices.

5
6 **SECOND CAUSE OF ACTION**

7 **For Failure To Pay Minimum Wages**

8 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

9 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**

10 **and Against All Defendants)**

11 63. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
12 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
13 paragraphs of this Complaint.

14 64. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
15 CLASS bring a claim for DEFENDANT's willful and intentional violations of the California
16 Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure
17 to accurately calculate and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS
18 Members.

19 65. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
20 public policy, an employer must timely pay its employees for all hours worked.

21 66. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
22 commission is the minimum wage to be paid to employees, and the payment of a less wage than
23 the minimum so fixed is unlawful.

24 67. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
25 including minimum wage compensation and interest thereon, together with the costs of suit.

26 68. DEFENDANT maintained a wage practice of paying PLAINTIFFS and the other
27 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
28 time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and

1 intentionally deny timely payment of wages due to PLAINTIFFS and the other members of the
2 CALIFORNIA LABOR SUB-CLASS.

3 69. DEFENDANT's unlawful wage and hour practices manifested, without
4 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
5 implementing a policy and practice that denies accurate compensation to PLAINTIFFS and the
6 other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

7 70. In committing these violations of the California Labor Code, DEFENDANT
8 inaccurately calculated the correct time worked and consequently underpaid the actual time
9 worked by PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS.
10 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
11 benefits in violation of the California Labor Code, the Industrial Welfare Commission
12 requirements and other applicable laws and regulations.

13 71. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
14 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not
15 receive the correct minimum wage compensation for their time worked for DEFENDANT.

16 72. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
17 required, permitted or suffered PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
18 Members to work without paying them for all the time they were under DEFENDANT's
19 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the
20 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that
21 they were entitled to, constituting a failure to pay all earned wages.

22 73. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
23 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
24 CLASS for the true time they worked, PLAINTIFFS and the other members of the
25 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
26 injury in amounts which are presently unknown to them and which will be ascertained
27 according to proof at trial.

28 74. DEFENDANT knew or should have known that PLAINTIFFS and the other

1 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
2 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
3 to not pay employees for their labor as a matter of company policy, practice and procedure, and
4 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members
5 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

6 75. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
8 all time worked and provide them with the requisite compensation, DEFENDANT acted and
9 continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other
10 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
11 their legal rights, or the consequences to them, and with the despicable intent of depriving them
12 of their property and legal rights, and otherwise causing them injury in order to increase
13 company profits at the expense of these employees.

14 76. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
15 CLASS therefore request recovery of all unpaid wages, including overtime wages, according
16 to proof, interest, statutory costs, as well as the assessment of any statutory penalties against
17 DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable
18 statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA
19 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT'S
20 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
21 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
22 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
23 conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFFS
24 and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover
25 statutory costs.

26 ///

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

3 **[Cal. Lab. Code §§ 510]**

4 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 77. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
8 paragraphs of this Complaint.

9 78. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
10 CLASS bring a claim for DEFENDANT's willful and intentional violations of the California
11 Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure
12 to pay these employees for all overtime worked, including, work performed in excess of eight
13 (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
14 workweek.

15 79. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
16 public policy, an employer must timely pay its employees for all hours worked.

17 80. Cal. Lab. Code § 510 further provides that employees in California shall not be
18 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
19 unless they receive additional compensation beyond their regular wages in amounts specified
20 by law.

21 81. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
22 including minimum wage and overtime compensation and interest thereon, together with the
23 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
24 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

25 82. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
26 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
27 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
28 including overtime work.

1 83. DEFENDANT's unlawful wage and hour practices manifested, without
2 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
3 implementing a policy and practice that failed to accurately record overtime worked by
4 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
5 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
6 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
7 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
8 workweek.

9 84. In committing these violations of the California Labor Code, DEFENDANT
10 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
11 PLAINTIFFS and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
12 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
13 of the California Labor Code, the Industrial Welfare Commission requirements and other
14 applicable laws and regulations.

15 85. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
16 the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not
17 receive full compensation for overtime worked.

18 86. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
19 from the overtime requirements of the law. None of these exemptions are applicable to the
20 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
21 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS were not
22 subject to a valid collective bargaining agreement that would preclude the causes of action
23 contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of herself
24 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
25 negotiable, non-waiveable rights provided by the State of California.

26 87. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
27 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
28 overtime worked that they are entitled to, constituting a failure to pay all earned wages..

1 88. DEFENDANT failed to accurately pay the PLAINTIFFS and the other members
2 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
3 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
4 1194 & 1198, even though PLAINTIFFS and the other members of the CALIFORNIA LABOR
5 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
6 failed to accurately record and pay as evidenced by DEFENDANT's business records and
7 witnessed by employees.

8 89. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
9 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
10 CLASS for the true amount of time they worked, PLAINTIFFS and the other members of the
11 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
12 injury in amounts which are presently unknown to them and which will be ascertained
13 according to proof at trial.

14 90. DEFENDANT knew or should have known that PLAINTIFFS and the other
15 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
16 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
17 to not pay employees for their labor as a matter of company policy, practice and procedure, and
18 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members
19 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

20 91. In performing the acts and practices herein alleged in violation of California labor
21 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
22 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
23 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and
24 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
25 disregard for their legal rights, or the consequences to them, and with the despicable intent of
26 depriving them of their property and legal rights, and otherwise causing them injury in order
27 to increase company profits at the expense of these employees.

28 92. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-

1 CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory
2 costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as
3 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
4 wage compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
5 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
6 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
7 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
8 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
9 was willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA
10 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

11
12 **FOURTH CAUSE OF ACTION**

13 **For Failure to Provide Required Meal Periods**

14 **[Cal. Lab. Code §§ 226.7 & 512]**

15 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
16 **Defendants)**

17 93. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
18 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
19 paragraphs of this Complaint.

20 94. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
21 failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other
22 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
23 Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA LABOR
24 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
25 duties for the legally required off-duty meal periods. As a result of their rigorous work
26 schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from
27 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
28

1 DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
2 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
3 by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
4 provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period
5 in some workdays in which these employees were required by DEFENDANT to work ten (10)
6 hours of work from time to time. As a result, PLAINTIFFS and other members of the
7 CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional
8 compensation and in accordance with DEFENDANT's corporate policy and practice.

9 95. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
10 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-
11 CLASS Members who were not provided a meal period, in accordance with the applicable
12 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
13 each workday that a meal period was not provided.

14 96. As a proximate result of the aforementioned violations, PLAINTIFFS and
15 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
16 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
17 suit.

18
19 **FIFTH CAUSE OF ACTION**

20 **For Failure to Provide Required Rest Periods**

21 **[Cal. Lab. Code §§ 226.7 & 512]**

22 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
23 **Defendants)**

24 97. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 98. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were
28 from time to time required to work in excess of four (4) hours without being provided ten (10)

1 minute rest periods. Further, these employees from time to time were denied their first rest
2 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
3 a first and second rest period of at least ten (10) minutes for some shifts worked of between six
4 (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
5 some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and other
6 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages
7 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other
8 CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest
9 periods by DEFENDANT and DEFENDANT's managers.

10 99. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
11 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-
12 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
13 Order, one additional hour of compensation at each employee's regular rate of pay for each
14 workday that rest period was not provided.

15 100. As a proximate result of the aforementioned violations, PLAINTIFFS and
16 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
17 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
18 suit.

19 **SIXTH CAUSE OF ACTION**

20 **For Failure to Reimburse Employees for Required Expenses**

21 **[Cal. Lab. Code § 2802]**

22 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
23 **Defendants)**

24 101. PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS members
25 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
26 of this Complaint.

27 102. Cal. Lab. Code § 2802 provides, in relevant part, that:

28 An employer shall indemnify his or her employee for all necessary expenditures

1 or losses incurred by the employee in direct consequence of the discharge of his
2 or her duties, or of his or her obedience to the directions of the employer, even
3 though unlawful, unless the employee, at the time of obeying the directions,
4 believed them to be unlawful.

5 103. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
6 failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
7 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
8 benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA LABOR
9 SUB-CLASS members for expenses which included, but were not limited to, costs related to
10 using their personal cellular phones all on behalf of and for the benefit of DEFENDANT.
11 Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by
12 DEFENDANT to use their personal cell phones to respond to work related issues.
13 DEFENDANT's policy, practice and procedure was to not reimburse PLAINTIFFS and the
14 CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal
15 cellular phones for DEFENDANT within the course and scope of their employment for
16 DEFENDANT. These expenses were necessary to complete their principal job duties.
17 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
18 expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and
19 the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and
20 reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for these
21 expenses as an employer is required to do under the laws and regulations of California.

22 104. PLAINTIFFS therefore demand reimbursement for expenditures or losses
23 incurred by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of
24 their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with
25 interest at the statutory rate and costs under Cal. Lab. Code § 2802.

26 ///

27 ///

28 ///

///

1 **SEVENTH CAUSE OF ACTION**

2 **For Failure to Provide Accurate Itemized Statements**

3 **[Cal. Lab. Code § 226]**

4 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 105. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 106. Cal. Labor Code § 226 provides that an employer must furnish employees with
10 an “accurate itemized” statement in writing showing:

- 11 (1) gross wages earned,
12 (2) total hours worked by the employee, except for any employee whose compensation
13 is solely based on a salary and who is exempt from payment of overtime under
14 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
15 Commission,
16 (3) the number of piecerate units earned and any applicable piece rate if the employee
17 is paid on a piece-rate basis,
18 (4) all deductions, provided that all deductions made on written orders of the employee
19 may be aggregated and shown as one item,
20 (5) net wages earned,
21 (6) the inclusive dates of the period for which the employee is paid,
22 (7) the name of the employee and his or her social security number, except that by
23 January 1, 2008, only the last four digits of his or her social security number or an
24 employee identification number other than a social security number may be shown on
25 the itemized statement,
26 (8) the name and address of the legal entity that is the employer, and
27 (9) all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee.

20 107. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
21 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage
22 statements which failed to show, among other things, the correct gross and net wages earned.
23 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
24 with an accurate itemized wage statement in writing showing, among other things, gross wages
25 earned and all applicable hourly rates in effect during the pay period and the corresponding
26 amount of time worked at each hourly rate. PLAINTIFFS and CALIFORNIA LABOR SUB-
27 CLASS Members were paid on an hourly basis. As such, the wage statements should reflect
28 all applicable hourly rates during the pay period and the total hours worked, and the applicable

1 pay period in which the wages were earned pursuant to California Labor Code Section 226(a).
2 Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to
3 PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor
4 Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFFS and the
5 other members of the CALIFORNIA LABOR SUB-CLASS with wage statements which
6 violated Cal. Lab. Code § 226.

7 108. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
8 § 226, causing injury and damages to PLAINTIFFS and the other members of the
9 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
10 expended calculating the correct wages for all missed meal and rest breaks and the amount of
11 employment taxes which were not properly paid to state and federal tax authorities. These
12 damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of the
13 CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars
14 (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars
15 (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in
16 an amount according to proof at the time of trial (but in no event more than four thousand
17 dollars (\$4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA
18 LABOR SUB-CLASS herein).

19
20 **EIGHTH CAUSE OF ACTION**

21 **For Failure to Pay Wages When Due**

22 **[Cal. Lab. Code §§ 201, 202 and 203]**

23 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
24 **Defendants)**

25 109. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
26 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
27 paragraphs of this Complaint.

28 110. Cal. Lab. Code § 200 states that:

1 As used in this article:

2 (a) "Wages" includes all amounts for labor performed by employees of every
description, whether the amount is fixed or ascertained by the standard of
time, task, piece, Commission basis, or other method of calculation.

3 (b) "Labor" includes labor, work, or service whether rendered or performed
under contract, subcontract, partnership, station plan, or other agreement if
4 the labor to be paid for is performed personally by the person demanding
payment.

5 111. Cal. Lab. Code § 201 states, in relevant part, that "If an employer discharges an
6 employee, the wages earned and unpaid at the time of discharge are due and payable
7 immediately."

8 112. Cal. Lab. Code § 202 states, in relevant part, that:

9 If an employee not having a written contract for a definite period quits his or
10 her employment, his or her wages shall become due and payable not later
than 72 hours thereafter, unless the employee has given 72 hours previous
11 notice of his or her intention to quit, in which case the employee is entitled
to his or her wages at the time of quitting. Notwithstanding any other
12 provision of law, an employee who quits without providing a 72-hour notice
shall be entitled to receive payment by mail if he or she so requests and
13 designates a mailing address. The date of the mailing shall constitute the date
of payment for purposes of the requirement to provide payment within 72
hours of the notice of quitting.

14 113. There was no definite term in PLAINTIFFS' or any other CALIFORNIA LABOR
15 SUB-CLASS Members' employment contract.

16 114. Cal. Lab. Code § 203 states:

17 If an employer willfully fails to pay, without abatement or reduction, in
18 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall
19 continue as a penalty from the due date thereof at the same rate until paid or
until an action therefor is commenced; but the wages shall not continue for
20 more than 30 days.

21 115. When PLAINTIFFS left employment with DEFENDANT, DEFENDANT
22 still owed PLAINTIFFS wages for work performed because PLAINTIFFS were not
compensated correctly for all their time worked and sick pay wages earned. To date,
23 DEFENDANT has not paid PLAINTIFFS these wages still owed to them. As such,
24 DEFENDANT has not fully paid PLAINTIFFS all wages still owed to them or any penalty
25 wages that are now owed to her under California Labor Code § 203.

26 116. The employment of PLAINTIFFS and many other CALIFORNIA LABOR SUB-
27 CLASS Members has terminated, yet as to those individuals whose employment terminated,
28

1 DEFENDANTS did not timely tender payment of all wages owed as required by law.

2 117. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
3 members of the CALIFORNIA LABOR SUB-CLASS whose employment terminated,
4 PLAINTIFFS demand thirty days of pay as penalty for not paying all wages due at time of
5 termination for all individuals in the CALIFORNIA LABOR SUB-CLASS who terminated
6 employment during the CALIFORNIA LABOR SUB-CLASS PERIOD plus interest and
7 statutory costs as allowed.

8 **NINTH CAUSE OF ACTION**

9 **For Violation of the Private Attorneys General Act**

10 **[Cal. Lab. Code §§ 2698, *et seq.*]**

11 **(By PLAINTIFFS and Against All Defendants)**

12 118. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
13 herein, the prior paragraphs of this Complaint.

14 119. PAGA is a mechanism by which the State of California itself can enforce state
15 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
16 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
17 fundamentally a law enforcement action designed to protect the public and not to benefit private
18 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
19 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
20 enacting PAGA, the California Legislature specified that "it was ... in the public interest to
21 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
22 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
23 subject to arbitration.

24 120. PLAINTIFFS, and such persons that may be added from time to time who satisfy
25 the requirements and exhaust the administrative procedures under the Private Attorney General
26 Act, brings this Representative Action on behalf of the State of California with respect to
27 herself and all individuals who are or previously were employed by Cerida Investment Corp.
28 and/or Deloitte Consulting L.P. in California and who were classified as non-exempt employees

1 (“AGGRIEVED EMPLOYEES”) during the time period of March 18, 2020 through September
2 15, 2022 (the "PAGA PERIOD").

3 121. On March 18, 2021, Plaintiff O’Brien gave written notice by electronic mail to
4 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
5 employer of the specific provisions of this code alleged to have been violated as required by
6 Labor Code § 2699.3. The statutory waiting period for Plaintiff O’Brien to add these
7 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff
8 O’Brien may now commence a representative civil action under PAGA pursuant to Section
9 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES
10 as herein defined.

11 122. On June 8, 2021, Plaintiff Galvan gave written notice by electronic mail to the
12 Agency and by certified mail to the employer of the specific provisions of this code alleged to
13 have been violated as required by Labor Code § 2699.3. The statutory waiting period for
14 Plaintiff Galvan to add these allegations to the Complaint has expired. As a result, pursuant
15 to Section 2699.3, Plaintiff Galvan may now commence a representative civil action under
16 PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all
17 AGGRIEVED EMPLOYEES as herein defined.

18 123. On February 22, 2022 Plaintiff Lish gave written notice by electronic mail to the
19 Agency and by certified mail to the employer of the specific provisions of this code alleged to
20 have been violated as required by Labor Code § 2699.3. The statutory waiting period for
21 Plaintiff Lish to add these allegations to the Complaint has expired. As a result, pursuant to
22 Section 2699.3, Plaintiff Lish may now commence a representative civil action under PAGA
23 pursuant to Section 2699 as the proxy of the State of California with respect to all
24 AGGRIEVED EMPLOYEES as herein defined.

25 124. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the other
27 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
28 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed

1 to pay overtime and sick pay wages, (e) failed to reimburse employees for required expenses,
2 and (f) failed to provide wages when due, all in violation of the applicable Labor Code sections
3 listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226(a), 226.7, 233, 246, 351,
4 432, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of
5 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s),
6 and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFFS hereby seek
7 recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act
8 of 2004 as the representative of the State of California for the illegal conduct perpetrated on
9 PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

10
11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFFS prays for judgment against each Defendant, jointly and
13 severally, as follows:

14 1. On behalf of the CALIFORNIA CLASS:

- 15 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
16 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
17 B) An order temporarily, preliminarily and permanently enjoining and restraining
18 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
19 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
20 withheld from compensation due to PLAINTIFFS and the other members of the
21 CALIFORNIA CLASS; and,
22 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
23 for restitution of the sums incidental to DEFENDANT's violations due to
24 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

25 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:
26

27 _____
28 ¹Plaintiffs specifically exclude and/or do not allege any claims under California Labor
Code §558(a)(3).

- 1 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and
2 Eighth Causes Action asserted by the CALIFORNIA LABOR SUB-CLASS as
3 a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 4 B) Compensatory damages, according to proof at trial, including compensatory
5 damages for minimum and overtime compensation due PLAINTIFFS and the
6 other members of the CALIFORNIA LABOR SUB-CLASS, during the
7 applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon
8 at the statutory rate;
- 9 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
10 in which a violation occurs and one hundred dollars (\$100) per each member of
11 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
12 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
13 an award of costs for violation of Cal. Lab. Code § 226;
- 14 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
15 the applicable IWC Wage Order;
- 16 E) The amount of the expenses PLAINTIFFS and each member of the
17 CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties,
18 plus interest, and costs of suit; and,
- 19 F) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
20 1197; and,
- 21 G) The wages of all terminated employees from the CALIFORNIA LABOR SUB-
22 CLASS as a penalty from the due date thereof at the same rate until paid or until
23 an action therefore is commenced, in accordance with Cal. Lab. Code § 203;
- 24 3. On behalf of the State of California and with respect to all AGGRIEVED
25 EMPLOYEES:
- 26 A) Recovery of civil penalties as prescribed by the Labor Code Private
27 Attorneys General Act of 2004; and,
- 28 B) An award of attorneys' fees and cost of suit, as allowable under the

1 law, including, but not limited to, pursuant to Labor Code §2699.

2 4. On all claims:

3 A) An award of interest, including prejudgment interest at the legal rate;

4 B) Such other and further relief as the Court deems just and equitable; and,

5 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
6 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
7 and/or §2802.

8

9 Dated: October 25, 2022

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

10

11

By: /s/ Nicholas J. De Blouw
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated: October 25, 2022 BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

By: /s/ Nicholas J. De Blouw
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff