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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

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

Plaintiff,

vs.

LANGUAGE LINE, LLC, a Delaware limited
liability company; LANGUAGE LINE
SERVICES, INC., a Delaware corporation;
LANGUAGE LINE PANAMA, LLC, a Delaware
limited liability company; LANGUAGE LINE
ON-SITE INTERPRETING, LLC, a Delaware
limited liability company; LANGUAGE LINE
DOMINICAN REPUBLIC, LLC, a Delaware
limited liability company; LANGUAGE LINE
COSTA RICA, LLC, a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV002715

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

- (1) Unpaid Minimum Wages
(Lab. Code §§ 1182.12, 1197)**
- (2) Unpaid Overtime
(Lab. Code §§ 510, 1198)**
- (3) Rest Period Violations
(Lab. Code § 226.7);**
- (4) Paid Sick Leave and Unpaid Sick Pay
(Lab. Code §§ 204, 233, 246)**
- (5) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));**
- (6) Unreimbursed Business Expenses
(Lab. Code § 2802);**
- (7) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and**
- (8) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)**

DEMAND OVER \$25,000.00

On behalf of herself and other similarly situated current and former employees of Defendants, and as a proxy for the State of California, Plaintiff, Merle Wong, submits this Class and Representative Action Complaint against Defendants Language Line, LLC, Language Line Services, Inc. Language Line Panama, LLC, Language Line On-Site Interpreting, LLC, Language Line Dominican Republic, LLC, Language Line Costa Rica, LLC, and Does 1 through 50 (collectively, “Defendants”).

INTRODUCTION

1. This class and representative action seeks to remedy Defendants’ misclassification of Plaintiff and others as independent contractors. Defendants’ systemic practices result in violations of the California Labor Code against individuals who worked for Defendants, including willful misclassification in violation of Labor Code section 226.8.¹ By passing Assembly Bill 5 (or “AB5”), the California legislature codified the 2018 California Supreme Court decision in *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903 (2018). As a result, an employer cannot justify independent contractor classification of workers who perform services within its usual course of business. It has been widely recognized by the California legislature, including the bill’s author, that the purpose and intent of this statute is to ensure that such workers are afforded their rights as employees, including those provided by the Labor Code.

2. The Complaint addresses Defendants’ violations of Sections 201-204, 226, 226.7, 226.8, 233, 246, 510, 1174, 1182.12, 1197, 1198, and 2802, and seeks penalties, damages, and other relief pursuant to, among other provisions, Sections 201.3, 210, 218, 218.5, 248.5, 1194, 1194.2, and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the “UCL”).

3. Plaintiff is informed and believes that Defendants have jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of interpreters by failing to pay minimum wages for all hours worked, failing to pay all overtime wages, failing to provide paid sick leave and pay sick pay wages, failing to pay timely all wages during employment or upon termination of employment, failing to authorize and permit paid duty-free rest periods, failing to

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

1 provide accurate itemized wage statements, and failing to reimburse necessary and reasonable business
2 expenses.

3 4. Defendants routinely fail to pay wages to Plaintiff and other interpreters for all hours
4 worked. Specifically, Defendants require Plaintiff and other interpreters to log in and then pays them by
5 the minute for that time. Plaintiff and other interpreters, however, were routinely required to work
6 before and after logging in. In addition, Plaintiff and other interpreters also were required to attend or
7 complete various training or testing sessions. Rather than pay Plaintiff and other interpreters for the
8 time to perform those duties, Defendants instead paid \$15 or a flat fee for such time, even though the
9 training or testing sessions required a substantial amount of time.

10 5. Defendants also routinely fail to pay overtime wages to Plaintiff and other interpreters.
11 Specifically, whenever Plaintiff and other interpreters work more than eight hours in a day or 40 hours
12 in a workweek, Defendants continue to pay Plaintiff and other interpreters at the same base rate of pay.
13 As a result, regardless of whether Plaintiff and other interpreters are logged in or not, they are not paid
14 any overtime wages.

15 6. As a result of Defendants' payment practices, Defendants also routinely fail to authorize
16 and permit paid duty-free 10-minute rest periods for every four hours worked, or major fraction thereof.
17 duty-free rest periods. Specifically, because Plaintiff and other interpreters are paid a base rate of pay
18 for work when they were logged in only, Plaintiff and other interpreters are not paid for any duty-free
19 time and are not duty-free for any paid time. Despite not permitting paid duty-free rest periods,
20 Defendants also routinely fail to pay Plaintiff and other interpreters the requisite rest period premium
21 pay of an additional hour of wages.

22 7. As a result of Defendants' misclassification of Plaintiff and other interpreters,
23 Defendants also routinely fail to provide paid sick leave and pay sick pay wages. Specifically, Plaintiff
24 and other interpreters have worked for Defendants in California for more than 30 days in a year. Even
25 though Plaintiff and other interpreters are thus entitled to accrue paid sick leave and to be paid sick pay
26 wages, Defendants do not provide any paid sick leave or sick pay wages.

27 8. As a result of Defendants' misclassification of Plaintiff and other interpreters,
28 Defendants also routinely fail to provide accurate itemized wage statements to Plaintiff and other

1 interpreters. Specifically, although Defendants provide wage statements when paying Plaintiff and other
2 interpreters, the wage statements do not identify or breakdown the number of minutes/hours worked or
3 paid, the applicable rates of pay, or the total hours worked. Rather, the wage statements simply list the
4 gross amount of wages paid. Moreover, Plaintiff and other interpreters were not timely paid, as
5 Defendants paid Plaintiff and other interpreters once per month only.

6 9. Defendants also routinely fail to reimburse necessary and reasonable business expenses.
7 Specifically, Plaintiff and other interpreters are required to provide their own phone and internet lines to
8 perform their jobs as interpreters. Although Plaintiff and other interpreters are expected to use their
9 personal phone and internet lines, they are not reimbursed for their related expenses.

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

13 11. The policies, practices, and customs of Defendants result in unjust enrichment of
14 Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of
15 the Labor Code.

16 JURISDICTION AND VENUE

17 12. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of
18 Defendants' violations of Sections 201-204, 226, 226.7, 226.8, 233, 246, 510, 1182.12, 1174, 1197,
19 1198, and 2802, and the UCL. Defendants' principal office is located in Monterey, California.

20 PARTIES

21 13. In or about 2009, Defendants hired Plaintiff as an employee. Plaintiff subsequently
22 worked as an interpreter for Defendants in California for 30 or more days within a year. Until about
23 2011, Plaintiff was paid on an hourly basis as a non-exempt employee. Starting in 2011, Defendants
24 employed Plaintiff as an independent contractor. Plaintiff continued working as an interpreter for
25 Defendants until about 2020. At all times relevant to the Complaint, Plaintiff was paid for time spent
26 logged in to Defendants' system. Plaintiff was paid the same base rate of pay for all time logged in,
27 even when Plaintiff worked more than eight hours in a day. Although Plaintiff was only supposed to be
28 called for work duties when logged into the system, Plaintiff also was not paid for time when called to

1 work when not logged in. Plaintiff also was not paid for any rest periods. Plaintiff also was neither
2 provided paid sick leave nor paid sick pay wages. Plaintiff was paid once per month only and provided
3 wage statements that failed to show the number of minutes/hours worked or paid, the applicable rates of
4 pay, or the total hours worked and instead stated the gross wages earned only. Plaintiff was required to
5 use her own phone and internet to perform work duties for Defendants but was not reimbursed for any
6 of the related expenses. Plaintiff thus is a victim of the policies, practices, and customs of Defendants
7 complained of in this action in ways that have deprived her of the rights guaranteed by the Labor Code
8 and the UCL.

9 14. Plaintiff is informed and believes that Language Line, LLC was and is a Delaware
10 limited liability company, that Language Services, Inc. was and is a Delaware corporation, that
11 Language Line Panama, LLC was and is a Delaware limited liability company, that Language Line On-
12 Site Interpreting, LLC was a Delaware limited liability company, that Language Line Dominican
13 Republic, LLC, was and is a Delaware limited liability company, and that Language Line Costa Rica,
14 LLC, was and is a Delaware limited liability company. Plaintiff is informed and believes that at all
15 times herein mentioned named defendants and Does 1 through 50, were and are corporations, business
16 entities, individuals, or partnerships that are and were licensed to do business and actually doing
17 business in the State of California.

18 15. Defendants are in the business of providing interpretation services for various clients,
19 including those in the legal, medical, and financial fields. To provide interpretation services, Defendants
20 hire Plaintiff and other interpreters in California to perform the services. Defendants previously
21 classified Plaintiff and other interpreters as employees. At all times relevant to the Complaint, however,
22 Defendants classified Plaintiff and other interpreters as independent contractors. Based upon all the
23 facts and circumstances incident to Defendants' business, Defendants are subject to Sections 201-204,
24 226, 226.7, 226.8, 233, 246, 510, 1182.12, 1174, 1197, 1198, and 2802, and the UCL.

25 16. Plaintiff does not know the true names or capacities of the defendants sued herein as
26 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
27 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
28 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was

1 responsible in some way for the matters alleged herein and proximately caused the illegal employment
2 practices, wrongs, and injuries complained of herein.

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

7 18. Plaintiff is informed and believes that at all times material hereto, each of said
8 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
9 each of the other Defendants and was acting within the course and scope of such agency, employment,
10 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
11 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
12 omissions of the acting Defendants.

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

17 CLASS ACTION ALLEGATIONS

18 20. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class
19 certification of all current and former interpreters who worked for Defendants as independent
20 contractors in the State of California at any time since August 24, 2017 (the "Class").

21 21. **Numerosity and Ascertainability:** The members of the Class are so numerous that
22 joinder of all members would be impractical, if not impossible. The identities of the members of the
23 Class are readily ascertainable by review of Defendants' records, including payment or payroll records.
24 Plaintiff is informed and believes that Defendants violated Sections 201-204, 226, 226.7, 226.8, 233,
25 246, 510, 1182.12, 1197, 1198, and 2802, and the UCL against Plaintiff and the Class by failing to pay
26 minimum wages for all hours worked, failing to pay all overtime wages, failing to provide paid sick
27 leave and pay sick pay wages, failing to pay timely all wages during employment or upon termination
28

1 of employment, failing to authorize and permit paid duty-free rest periods, failing to provide accurate
2 itemized wage statements, and failing to reimburse necessary and reasonable business expenses.

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

8 23. **Common Question of Law and Fact:** There are predominant common questions of law
9 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
10 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
11 (i) misclassifying interpreters as independent contractors, (ii) failing to pay minimum wages for all
12 hours worked, (iii) failing to pay all overtime wages, (iv) failing to provide paid sick leave and pay sick
13 pay wages, (v) failing to pay timely all wages during employment or upon termination of employment,
14 (vi) failing to authorize and permit paid duty-free rest periods, (vii) failing to provide accurate itemized
15 wage statements, and (viii) failing to reimburse necessary and reasonable business expenses.

16 24. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
17 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
18 suffered. As with other members of the Class, Plaintiff was employed as an independent contractor and
19 paid for time spent logged in to Defendants' system. Plaintiff was paid the same base rate of pay for all
20 time logged in, even when Plaintiff worked more than eight hours in a day. Plaintiff often was also not
21 paid for time when called to work when not logged in. Plaintiff also was not paid for any rest periods.
22 Plaintiff was neither provided paid sick leave nor paid sick pay wages. Plaintiff was paid once per
23 month only and provided wage statements that stated the gross wages earned only. Plaintiff was
24 required to use her own phone and internet to perform work duties but was not reimbursed for any of
25 the related expenses. Plaintiff thus is a member of the Class and has suffered the alleged violations of
26 the Labor Code.

27 25. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
28 in establishing minimum working conditions and requirements in California. These labor standards

1 protect employees from onerous terms and conditions of employment or exploitation by employers who
2 have superior economic and bargaining power.

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

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

20 28. Defendants' pattern, practice, and uniform administration of corporate policy in violation
21 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
22 rights of Plaintiff and the Class under Sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 226, 226.7,
23 226.8, 233, 246, 248.5, 510, 1182.12, 1194, 1194.2, 1197, 1198, and 2802, applicable IWC Wage
24 Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover damages and restitution,
25 including unpaid wages and premium wages and interest thereon, applicable penalties, liquidated
26 damages, reasonable attorneys' fees, and costs of suit.

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

FIRST CAUSE OF ACTION

Unpaid Minimum Wages (Lab. Code §§ 1182.12 and 1197)

(By Plaintiff and the Class Against All Defendants)

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

31. Sections 1182.12 and 1197 provide a minimum wage to be paid to employees and make unlawful the payment of a lesser wage. The applicable IWC Wage Order defines compensable time as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11070(2)(G) (defining “Hours Worked”).

32. As a matter of policy and practice, Defendants fail to pay at least the minimum wage for all hours worked by Plaintiff and the Class. Defendants pay Plaintiff and the Class by the minute for the time that they are logged into Defendants' system. Plaintiff and the Class, however, are routinely required to work before and after logging in. In addition, Plaintiff and the Class also are required to attend or complete various training or testing sessions. Rather than pay Plaintiff and the Class for the time to perform those duties, Defendants instead pay a flat fee, for example \$15, for such time, even though the training or testing sessions required a substantial amount of time and even though the flat fee would amount to less than the lawful minimum wage for that time. As such, Plaintiff and the Class are owed unpaid minimum wages.

33. Moreover, Section 204 provides that wages are generally due and payable no later than seven days after the end of a pay period or at least twice during each calendar month, on days designated in advance as the regular paydays. Section 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages

1 at the time of quitting. Section 203 provides that if an employer willfully fails to pay wages owed in
 2 accordance with Sections 201 and 202, then the wages of the employee shall continue as a penalty from
 3 the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30)
 4 days. Likewise, Section 210 provides penalties for violations of Section 204 and untimely payments
 5 during employment.

6 34. Based on Defendants' failure to pay minimum wages to Plaintiff and the Class and as a
 7 matter of policy and practice, Defendants fail to timely pay Plaintiff and the Class all due wages. On
 8 information and belief, Defendants were advised by skilled lawyers and knew, or should have known,
 9 of the mandates of the Labor Code as it relates to Plaintiff's allegations.

10 35. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
 11 entitles Plaintiff and the Class to recover unpaid minimum wages and interest thereon, liquidated
 12 damages, applicable penalties, attorneys' fees, and costs of suit.

13 **SECOND CAUSE OF ACTION**

14 **Unpaid Overtime (Lab. Code §§ 510, 1198)**

15 **(By Plaintiff and the Class Against All Defendants)**

16 36. The preceding paragraphs are re-alleged and incorporated by this reference.

17 37. Section 510 and the applicable IWC Wage Order provide that "[a]ny work in excess of
 18 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
 19 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
 20 less than one and one-half times the regular rate of pay for an employee" and that "[a]ny work in excess
 21 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
 22 an employee." Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
 23 IWC Wage Order.

24 38. As a matter of policy and practice, Defendants fail to pay overtime worked by Plaintiff
 25 and the Class. Plaintiff and the Class regularly work more than eight hours in a day or 40 hours in a
 26 workweek. Whenever Plaintiff and the Class work hours entitled to overtime wages, Defendants
 27 continue to pay Plaintiff and the Class at the same base rate of pay. As a result, regardless of whether
 28

1 Plaintiff and the Class are logged in or not, Plaintiff and the Class are not paid overtime for such work.
2 As such, Plaintiff and the Class are owed overtime wages.

3 39. Based on Defendants' failure to pay overtime to Plaintiff and the Class and as a matter of
4 policy and practice, Defendants fail to timely pay Plaintiff and the Class all due wages. On information
5 and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the
6 mandates of the Labor Code as it relates to Plaintiff's allegations.

7 40. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
8 entitles Plaintiff and the Class to recover unpaid overtime and interest thereon, applicable penalties,
9 attorneys' fees, and costs of suit.

10 **THIRD CAUSE OF ACTION**

11 **Rest Period Violations (Lab. Code § 226.7)**

12 **(By Plaintiff and the Class Against All Defendants)**

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

14 42. Section 226.7 and the applicable IWC Wage Order generally require an employer to
15 provide a paid, duty-free, 10-minute rest period for every four hours worked, or major fraction thereof.
16 Section 226.7(b) provides that an employer shall not require an employee to work during a rest period.
17 Section 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the
18 employee's regular rate of compensation for each workday that the meal or rest or recovery period is
19 not provided."

20 43. As a matter of policy and practice, Defendants fail to permit paid duty-free rest periods
21 to Plaintiff and the Class. Because Plaintiff and the Class are paid a base rate of pay for work when they
22 are logged in only, Plaintiff and the Class are not paid for any duty-free time and are not duty-free for
23 any paid time. As a matter of policy and practice, Defendants also fail to pay an additional hour of pay
24 at the regular rate for each paid duty-free rest period not permitted to Plaintiff and the Class. As such,
25 Plaintiff and the Class are owed rest period premium pay.

26 44. Based on Defendants' failure to pay rest period premium pay to Plaintiff and the Class
27 and as a matter of policy and practice, Defendants fail to timely pay Plaintiff and the Class all due
28

1 wages. On information and belief, Defendants were advised by skilled lawyers and knew, or should
 2 have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations.

3 45. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
 4 entitles Plaintiff and the Class to recover unpaid rest period premium pay and interest thereon,
 5 applicable penalties, attorneys' fees, and costs of suit.

6 **FOURTH CAUSE OF ACTION**

7 **Paid Sick Leave and Unpaid Sick Pay Wages (Lab. Code §§ 204, 233, 246)**

8 **(By Plaintiff and the Class Against All Defendants)**

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

10 47. Section 246 provides that employees works in California for the same employer for 30 or
 11 more days within a year from the commencement of employment is entitled to accrue paid sick leave. It
 12 also provides that an employee is entitled to sick pay wages for use of accrued sick leave. Section 248.5
 13 provides for legal or equitable relief as appropriate to remedy violations, including the payment of sick
 14 days not paid, liquidated damages, and, if the employer has unlawfully withheld paid sick days to an
 15 employee, the dollar amount of paid sick days withheld from the employee multiplied by three; or two
 16 hundred fifty dollars (\$250), whichever amount is greater. Consistent with Section 204, Section 246
 17 also provides that an employer shall provide payment for sick leave taken by an employee no later than
 18 the payday for the next regular payroll period after the sick leave was taken.

19 48. As a matter of policy and practice, Defendants fail to provide paid sick leave to Plaintiff
 20 and the Class. Plaintiff and the Class have worked for Defendants in California for more than 30 days in
 21 a year. Even though Plaintiff and the Class are thus entitled to accrue paid sick leave and to be paid sick
 22 pay wages, Defendants do not provide any paid sick leave or sick pay wages.

23 49. Based on Defendants' failure to provide paid sick leave and pay wages for sick days to
 24 Plaintiff and the Class and as a matter of policy and practice, Defendants fail to timely pay Plaintiff and
 25 the Class all due wages. On information and belief, Defendants were advised by skilled lawyers and
 26 knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations,
 27 especially as the California Supreme Court has explained that "[c]ourts have recognized that 'wages'
 28 also include those benefits to which an employee is entitled as a part of his or her compensation,

1 including money, room, board, clothing, vacation pay, *and sick pay.*” *Murphy v. Kenneth Cole Prods.,*
 2 *Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added).

3 50. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
 4 entitles Plaintiff and the Class to sick pay wages unlawfully withheld, including interest thereon,
 5 applicable penalties, attorneys’ fees, and costs of suit.

6 **FIFTH CAUSE OF ACTION**

7 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

8 **(By Plaintiff and the Class Against All Defendants)**

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

10 52. Section 226(a) requires an employer to furnish to its employees itemized wage
 11 statements that show accurate information, including without limitation, all applicable hourly rates in
 12 effect during the pay period, the corresponding number of hours worked at each hourly rate, and the
 13 total hours worked.

14 53. As a matter of policy and practice, Defendants fail to provide accurate itemized wage
 15 statements to Plaintiff and the Class. Although Defendants provide wage statements once per month
 16 when paying Plaintiff and the Class,² the wage statements do not identify or breakdown the number of
 17 minutes/hours worked or paid, the applicable rates of pay, or the total hours worked. Rather, the wage
 18 statements simply list the gross amount of wages paid. As such, Defendants violate Section 226(a).

19 54. As a result, Plaintiff and the Class suffered injuries, including employee confusion over
 20 whether they received all wages owed to them, difficulty and expense involved in reconstructing pay
 21 records, potential tax liability for incorrectly reporting income and failing to pay requisite taxes on
 22 earned wages, and additional harms in not being able to report social security qualifying earnings.

23 55. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
 24 entitles Plaintiff and the Class to recover applicable penalties, actual damages and interest thereon,
 25 attorneys’ fees, and costs of suit.

26 //

27 //

28 _____
² Plaintiff and the Class paid once per month only.

1 **SIXTH CAUSE OF ACTION**

2 **Unreimbursed Business Expenses (Lab. Code § 2802)**

3 **(By Plaintiff and the Class Against All Defendants)**

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

5 57. Section 2802 requires that an employer must reimburse employees for all necessary
6 expenditures and losses incurred in the performance of their jobs. Section 2802 is intended to prevent
7 employers from placing their operating expenses and cost of doing business on employees. *Cochran v.*
8 *Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

9 58. As a matter of policy and practice, Defendants fail to reimburse Plaintiff and the Class
10 for necessary business expenses incurred in performing their work for Defendants. As a matter of policy
11 and practice, Plaintiff and the Class are required to provide their own phone and internet lines to
12 perform their jobs as interpreters. Although Plaintiff and the Class are expected to use their personal
13 phone and internet lines, they are not reimbursed for their related expenses.

14 59. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
15 entitles Plaintiff and the Class to recover unreimbursed expenses, including interest thereon, attorneys'
16 fees, and costs of suit.

17 **SEVENTH CAUSE OF ACTION**

18 **Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**

19 **(By Plaintiff and the Class Against All Defendants)**

20 60. The preceding paragraphs are re-alleged and incorporated by this reference.

21 61. Plaintiff is informed and believes that at Defendants have engaged and continue to
22 engage in unfair and unlawful business practices in California by utilizing the employment policies and
23 practices alleged herein, including the willful misclassification of Plaintiff and the Class as independent
24 contractors and the failures to pay minimum wages for all hours worked, pay all overtime wages,
25 provide paid sick leave and pay sick pay wages, pay for duty-free rest periods or pay all premium wages
26 for failures to permit paid duty-free rest periods, and reimburse necessary and reasonable business
27 expenses.

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

63. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code (Lab. Code §§ 2698 et seq.)

(By Plaintiff and Aggrieved Employees Against All Defendants)

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

65. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California. In this capacity, Plaintiff seeks penalties for Defendants' violations of Sections 201, 201.3, 202, 203, 204, 226, 226.7, 226.8, 246, 510, 1174, 1194.2, 1197, and 2802 committed since June 21, 2020, against all aggrieved employees. Under Section 2699(c), Plaintiff is an "aggrieved employee," as one or more of the alleged violations was committed against Plaintiff as an employee of Defendants.

66. As stated herein, Defendants (i) misclassify interpreters as independent contractors, (ii) fail to pay minimum wages for all hours worked, (iii) fail to pay all overtime wages, (iv) fail to provide paid sick leave and pay sick pay wages, (v) fail to pay timely all wages during employment or upon termination of employment, (vi) fail to authorize and permit paid duty-free rest periods, (vii) fail to provide accurate itemized wage statements, and (viii) fail to reimburse necessary and reasonable business expenses.

67. On or about June 21, 2021, Plaintiff sent written notice to the Labor & Workforce Development Agency ("LWDA") of specific facts and theories for Defendants' violations of Sections 201, 201.3, 202, 203, 204, 226, 226.7, 226.8, 246, 510, 1174, 1194.2, 1197, and 2802. Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing of this

1 Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations
2 in the written notice.

3 68. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all
4 applicable penalties for Defendants' violations against all aggrieved employees for the period described
5 above.

6 **PRAYER FOR RELIEF**

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

- 9 1. For an order certifying the proposed Class and subclasses;
- 10 2. For an order appointing Plaintiff as the representative of the Class;
- 11 3. For an order appointing Counsel for Plaintiff as Class Counsel;
- 12 4. Upon the First Cause of Action for damages, including unpaid wages and interest
13 thereon, penalties, liquidated damages, and costs and attorneys' fees pursuant to Sections 210, 218.6,
14 1194, 1194.2, and 1197.1;
- 15 5. Upon the Second Cause of Action for damages, including unpaid overtime and interest
16 thereon, penalties, and costs and attorneys' fees pursuant to Sections 210, 218.6, 510, and 1194;
- 17 6. Upon the Third Cause of Action for damages, including unpaid premium pay and interest
18 thereon, penalties, and costs and attorneys' fees pursuant to Sections 210, 218.6, and 226.7;
- 19 7. Upon the Fourth Cause of Action for damages, including unpaid sick pay wages
20 unlawfully withheld and interest thereon, applicable penalties, liquidated damages, and costs and
21 attorneys' fees pursuant to Sections 210, 218, 218.5, 218.6, 233, and 248.5;
- 22 8. Upon the Fifth Cause of Action for penalties, actual damages, and costs and attorneys'
23 fees pursuant to Section 226;
- 24 9. Upon the Sixth Cause of Action for damages, including interest thereon, and costs and
25 attorneys' fees pursuant to Section 2802;
- 26 10. Upon the Seventh Cause of Action for restitution of all funds unlawfully acquired by
27 Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon,
28 and for costs and attorneys' fees;

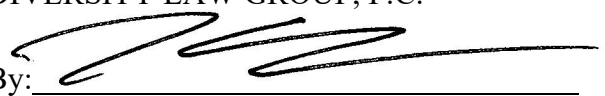
1 11. Upon the Eighth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
2 and for costs and attorneys' fees;

3 12. Upon each cause of action for attorneys' fees and costs as provided by Sections 218.5,
4 226, 1194, 1198, 2699, and 2802, and Code of Civil Procedure section 1021.5; and

5 13. For such other and further relief that the Court may deem just and proper.

6 DATED: August 24, 2021

DIVERSITY LAW GROUP, P.C.

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8 By: 

Larry W. Lee

Simon L. Yang

9 Attorneys for Plaintiff
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