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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

KIMBERLY WESTERFIELD, an
individual; RAYSHIONNA CARTER, an
individual; and on behalf of all individuals
similarly situated,

Plaintiff,

vs.

LIGHTHOUSE SOCIAL SERVICE
CENTERS, a California corporation;
KARYN MICHELLE YOUNG-LOWE, an
individual; and DOES 1 through 25,
inclusive,

Defendants.

CASE NO. CIVSB2126109

**SECOND AMENDED CLASS ACTION
COMPLAINT**

1. VIOLATION OF LABOR CODE §§ 2698, *ET SEQ.* (“PAGA”)
2. FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF INDUSTRIAL WELFARE COMMISSION ORDER NO. 16 AND CAL. LABOR CODE §§ 200, 226, 500, 510, 1194, 1197, AND 1198;
3. MISSED MEAL AND REST BREAKS IN VIOLATION OF CAL. LABOR CODE §§ 200, 226.7, 512, AND 12 CALIFORNIA CODE OF REGULATIONS § 11050;
4. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§ 1182.12, 1194, 1194.2, 1197;
5. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF CAL. LABOR CODE § 1194, *ET SEQ.*;
6. FAILURE TO PROVIDE PROPER WAGE STATEMENT IN VIOLATION OF CAL. LABOR CODE § 226;
7. FAILURE TO PAY COMPENSATION UPON TERMINATION OF EMPLOYMENT IN VIOLATION OF CAL.

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**LABOR CODE § 201-203;
8. FAILURE TO REIMBURSE BUSINESS
EXPENSES IN VIOLATION OF LABOR
CODE § 2802; AND
9. VIOLATIONS OF CAL. B&P CODE §§
17200, *ET SEQ***

DEMAND FOR JURY TRIAL

Plaintiffs KIMBERLY WESTERFIELD, an individual ("WESTERFIELD"), RAYSHIONNA CARTER, an individual ("CARTER"), on behalf of themselves and all other Class Members (collectively, "Plaintiffs"), hereby brings this Class Action Complaint against Defendants LIGHTHOUSE SOCIAL SERVICE CENTERS, a California corporation ("LIGHTHOUSE"); KARYN MICHELLE YOUNG-LOWE, an individual ("YOUNG-LOWE"); and DOES 1 through 25, inclusive, (collectively, "Defendants") and states and alleges as follows:

JURISDICTION AND VENUE

1. Plaintiffs, on behalf of themselves and all other Class Members, which is defined as individuals who are currently employed, or formerly have been employed, as non-exempt employees of Defendants between September 9, 2017, and the present, hereby brings this Class Action Complaint against Defendants.

2. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California market so as to render the exercise of jurisdiction over them by the California courts consistent with the traditional notions of fair play and substantial justice.

3. Venue is proper in this Court pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, because Defendants regularly conduct business in San Bernardino, maintain offices and facilities in the County of San Bernardino, and because the conduct alleged herein which gives rise to the claims asserted occurred within San Bernardino County.

THE PARTIES

4. Plaintiffs WESTERFIELD and CARTER are individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs were California residents. Within the statute of limitations period

1 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants in San
2 Bernardino County, California.

3 5. Plaintiffs are informed and believes, and based thereon alleges, that Defendants were at
4 all times doing business throughout the State of California, have their offices in San Bernardino
5 County, and serve numerous clients throughout the State. Further, Defendants employed Plaintiffs and
6 other Class Members within the State of California and, therefore, were (and are) doing business in
7 San Bernardino County and the State of California.

8 6. Plaintiffs do not know the true names or capacities, whether individual, partner, or
9 corporate, of the defendants sued herein as DOES 1 through 25, inclusive, and for that reason, said
10 Defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend
11 this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and
12 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
13 corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately
14 caused Plaintiffs and other aggrieved employees to be subject to the unlawful employment practices,
15 wrongs, injuries and damages complained of herein.

16 7. Plaintiffs are informed and believes, and based thereon alleges, that at all times
17 mentioned herein, Defendants were and are the employers of Plaintiffs and the other Class Members.

18 8. At all times herein mentioned, each of said Defendants participated in the doing of the
19 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
20 and each of them, were the agents, servants, and employees of each and every one of the other
21 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
22 within the course and scope of said agency and employment. Defendants, and each of them, approved
23 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
24 herein.

25 9. At all times mentioned herein, Defendants, and each of them, were members of and
26 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
27 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs
28 alleges that all Defendants were joint employers for all purposes of Plaintiffs and the Class Members.

ALTER EGO, AGENCY AND JOINT EMPLOYER

10. YOUNG-LOWE and DOES 1-25 owned and/or controlled the businesses operated by LIGHTHOUSE, and furthermore, YOUNG-LOWE and DOES 1-25 exercised control over the labor practices of each and every one of the employees (inclusive of Plaintiff), of each and every one of their said interests, and caused the violations at issue in this Complaint.

11. Based on the foregoing allegations, even if YOUNG-LOWE and DOES 1-25 are not found to be the "employer" of Plaintiffs (by way of direct employment, alter ego, or otherwise), YOUNG-LOWE and DOES 1-25, in fact, caused violations at-issue in this Complaint, thereby creating individual liability under *Labor Code* § 558.1.

12. Pursuant to the provisions of *Labor Code* § 558.1, the liability of YOUNG-LOWE and DOES 1-25 (even if they were considered to be a "non-employer") would include any and all amounts sufficient to recover any and all "underpaid wages" (inclusive of underpayments of both minimum wage and overtime) to Plaintiff.

13. As further referenced herein below, the viability of obtaining liability of individuals by this method was discussed by the California Supreme Court in *Reynolds v. Bement* (2005) 36 Cal.4th 1075, 1089 where the court noted that individual liability against non-employers could be obtained through the use of § 558.1.

14. Plaintiffs is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between YOUNG-LOWE, LIGHTHOUSE, and DOES 1-25 that the individuality and separateness of Defendants have ceased to exist.

15. Plaintiffs is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, YOUNG-LOWE, LIGHTHOUSE and DOES 1-25 are, in reality, one and the same, including, but not limited to because:

a. LIGHTHOUSE is or was completely dominated and controlled by YOUNG-LOWE and DOES 1-25, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind LIGHTHOUSE to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. LIGHTHOUSE is or was completely dominated and controlled by YOUNG-LOWE and

DOES 1-25, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind LIGHTHOUSE to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

c. YOUNG-LOWE and DOES 1-25 have acted on behalf of LIGHTHOUSE, who violate, or cause to be violated, the provisions regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violate, or cause to be violated, California Labor Code Sections 203, 226, 226.7, 1193.6, 1194, or 2802.

d. YOUNG-LOWE and DOES 1-25 derive actual and significant monetary benefits by and through LIGHTHOUSE as the funding source for their own personal expenditures.

e. Plaintiffs is informed and believes that YOUNG-LOWE, LIGHTHOUSE, and DOES 1-25, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

f. Plaintiffs is informed and believes that LIGHTHOUSE does not or did not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

g. Plaintiffs is informed and believes, and based thereon alleges, that the business affairs of YOUNG-LOWE, LIGHTHOUSE and DOES 1-25 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion.

h. LIGHTHOUSE is, and at all times relevant hereto were, used by YOUNG-LOWE and DOES 1-25 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of DOES 1-25. The recognition of the separate existence of LIGHTHOUSE would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiffs for violations of the Government Code, Civil Code, Labor Code, and other statutory violations. The corporate existence of YOUNG-LOWE, LIGHTHOUSE, and DOES 1-25 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

16. Accordingly, LIGHTHOUSE constitutes the alter ego of YOUNG-LOWE and DOES 1-25, and the fiction of their separate corporate existence must be disregarded.

17. As a result of the aforementioned facts, Plaintiffs is informed and believes, and based thereon alleges that YOUNG-LOWE, LIGHTHOUSE, and DOES 1-25 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiffs was an employee of YOUNG-LOWE, LIGHTHOUSE, and DOES 1-25. Plaintiffs performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiffs as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

FACTUAL ALLEGATIONS

18. During their employment with Defendants, Plaintiffs, who worked as case managers, and other Class Members, regularly worked scheduled shifts from 8:30 a.m. to 5 p.m., with an hourly rate of approximately \$19.00 per hour.

19. Plaintiffs and other Class Members routinely worked shifts exceeding 6 hours per shift but were not authorized and permitted to take their required rest or meal periods as mandated by Labor Codes and Industrial Welfare Commission Wage Orders, due to Defendants' uniform and unlawful practices regarding breaks. Specifically, during the times Plaintiffs and Class Members worked 6 or more hours during a shift, Defendants required employees to work through their breaks, and when employees did sneak off to take a meal or rest break, that break was always interrupted, and employees would be reprimanded for taking a meal or rest period.

20. Further, Defendants ordered Plaintiffs and Class Members to note on time sheets that they took lunch breaks from noon to 12:30 p.m., when in reality they remained on duty and engaged in their normal tasks during these periods. Defendants required Plaintiffs and Class Members to send and respond to emails from supervisors, conduct interviews with homeless veterans, and other administrative tasks during these designated lunch periods.

21. Further, Defendants instructed Plaintiffs and Class Members to take actual lunch breaks at 1 PM or later (while still instructing them to record earlier lunch breaks), Defendants would still disregard the 1 PM lunch breaks by requiring employees to continue to work while eating lunch.

22. Plaintiffs and Class Members knew they could not take ten-minute rest breaks, or thirty-minute meal breaks, as Defendants would always order them to prematurely end such breaks. Defendants did not provide Plaintiffs and Class Members with an hour of pay at their regular rate for

1 each of these denied rest and meal periods as required by Labor Code § 226.7.

2 23. As part of their job duties, Plaintiffs and other Class Members were required to use
3 office supplies to complete various office tasks. However, Defendants refused to provide such office
4 supplies, such as sticky notes, highlighters, pens, and paper. When Plaintiffs and other Class Members
5 put in requests for office supplies, Defendants would simply state that the supplies would come
6 “eventually” but in reality, such supplies were never purchased.

7 24. As a result, Plaintiffs and other Class Members had to expend approximately \$15 per
8 month on office supplies to complete their job duties. Additionally, Plaintiffs and other Class Members
9 were not reimbursed for the required work use of their personal cell phones. Finally, Plaintiffs and
10 other Class Members were not reimbursed for all mileage for required use of their personal vehicles to
11 drive to meet with clients. Plaintiffs and other Class Members’ cellphone, mileage and office supply
12 expenses were not reimbursed by Defendants, despite these being required business expenses.

13 25. Plaintiffs and other Class Members were not paid for all hours worked. Although
14 Plaintiffs and other Class Members were required to clock in and out using an electronic time system
15 called Teams, Defendants routinely engaged employees to perform additional job duties outside of
16 their clocked in periods. Specifically, Defendants ordered Plaintiffs and Class Members to undertake
17 tasks during periods they were clocked out for lunch periods, and Defendants’ supervisors would call
18 Plaintiffs and Class Members outside of working hours, requiring immediate answers to questions.

19 26. Plaintiffs and Class Members went unpaid for the time that Defendants required them
20 to work during their meal periods, and for which Defendants clocked out Plaintiffs and Class Members.
21 Defendants’ intention in “clocking out” employees in this manner, even though they knew Plaintiffs
22 and Class Members continued to work, was to both create a false record of compliance with the Labor
23 Code and Wage Order requirements that employees be provided adequate meal and rest periods, as
24 well as to save money at the expense of Plaintiffs and Class Members, who would work for Defendants
25 without compensation during such periods.

26 27. Finally, Defendants would order Plaintiffs and Class Members to falsely report that they
27 had clocked out at 5 p.m. regardless of the actual time they completed their work, and despite
28 Defendants requiring Plaintiffs and Class Members to continue working past 5 p.m. As a result,

1 Plaintiffs and Class Members were not paid for all hours worked.

2 28. On or around June 14, 2021, Defendants terminated CARTER's employment. While
3 CARTER's unpaid wages were immediately due and payable, Defendants did not pay any such wages
4 to Plaintiff. Specifically, the amounts offered by Defendants did not include all wages for which
5 Defendants had unlawfully deprived Plaintiffs as described in the paragraphs above.

6 29. Class Members were likewise not paid such unlawfully withheld wages upon their own
7 respective separations from employment, and to date, all such wages remain unpaid to Plaintiffs and
8 Class Members.

9 30. As a result of Defendants' failure to pay all hours worked, and rest period and meal
10 break premium wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage
11 statements to Plaintiffs and other Class Members. As a result of these issues, Defendants committed
12 the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage
13 Order 4"):

14 31. Defendants have engaged in, and continue to engage in, unfair business practices in
15 California by practicing, employing and utilizing the employment practices and policies outlined above.

16 32. Defendants' utilization of such unfair business practices constitutes unfair competition
17 and provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair
18 business practices deprives Plaintiffs of the general minimum working standards and entitlements due
19 them under California law and the Industrial Welfare Commission wage orders as described herein.

20 33. As a direct result of the wage and hour violations herein alleged, Plaintiffs has suffered,
21 and continues to suffer, substantial losses related to the use and enjoyment of wages, lost interest on
22 such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their
23 obligations under state law, all to their respective damage in amounts according to proof at the time of
24 trial.

25 34. On August 4, 2021, Plaintiffs sent a notice of filing the Private Attorney General Act
26 ("PAGA") claim to Labor Workforce and Development Agency ("LWDA") pursuant to California
27 Labor Code §§ 2698, et seq., and paid \$75 to LWDA as a fee for filing the PAGA notice.

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1 **CLASS ACTION ALLEGATIONS**

2 35. Plaintiffs brings this action as a class action on behalf of the following defined Class:

3 The Class: All individuals who have been, or currently are, employed by Defendant LightHouse
4 Social Service Centers ("Defendant LightHouse") as "non-exempt employees" during the Class
5 Period. Excluded from the Class are employees who work only administrative and/or
6 managerial functions only as exempt employees.

7 36. "Class Period" is defined as the time from September 9, 2017, through April 3, 2023..

8 37. Numerosity: Plaintiffs is informed and believes, and on that basis alleges, that during
9 the Class Period, hundreds of Class members have been employed by Defendants as non-exempt
10 employees in the State of California. Because so many persons have been employed by Defendants in
11 this capacity, the members of the Plaintiffs' Class are so numerous that joinder of all members is
12 impossible and/or impracticable.

13 38. Commonality: Common questions of law, in fact, exist as to all members of the
14 Plaintiffs' Class and predominate over any questions affecting solely individual members of the
15 Plaintiffs' Class. Among the questions of law and fact, that are relevant to the adjudication of Class
16 members claims are as follows:

- 17 a. Whether Defendants had/have policies and/or practices that result in hours
18 worked not being properly compensated;
- 19 b. Whether Defendants unlawfully failed to properly calculate and pay overtime
20 and double time compensation due and owing to the Plaintiffs and members of the Class
21 in violation of Labor Code § 1194;
- 22 c. Whether Defendants unlawfully failed to pay the minimum wage for all hours
23 worked by Plaintiffs and members of the Class in violation of Labor Code § 1194;
- 24 d. Whether Defendants' policy and/or practice of failing to accurately pay overtime
25 to Plaintiffs and members of the Class violates applicable provisions of California Law,
26 including Labor Code sections, applicable Industrial Welfare Commission Orders, and
27 applicable State Regulations;
- 28 e. Whether Defendants unlawfully and/or willfully failed to promptly reimburse

1 Plaintiff and members of the Class all reasonable and necessary business expenditures
2 in violation of Labor Code § 2802;

3 f. Whether Defendants unlawfully and/or willfully deprived Plaintiffs and Class
4 members of meal and rest breaks and pay for missed breaks pursuant to Labor Code §§
5 200, 226.7, 512, and 12 CCR § 11040;

6 g. Whether Defendants had/have a policy and/or practice that results in the
7 presentation of inaccurate wage statements to Plaintiffs and the Class;

8 h. Whether Defendants unlawfully and/or willfully failed to furnish Plaintiffs and
9 Class members with accurate, itemized wage statements upon payment of wages in
10 violation of Labor Code § 226;

11 i. Whether Defendants had/have policies and/or practices that result in hours
12 worked not being properly compensated;

13 j. Whether Defendants had/have a policy and/or practice of not paying Class
14 members all final wages owed upon termination of employment;

15 k. Whether Defendants unlawfully and/or willfully failed to promptly pay
16 compensation owing to Plaintiffs and Class members upon termination of their
17 employment in violation of Labor Code §§ 201-203;

18 l. Whether Plaintiffs and Class members sustained damages, and if so, the proper
19 measure of such damages, as well as interest, penalties, costs, attorneys' fees, and
20 equitable relief; and,

21 m. Whether Defendant violated the Unfair Competition Law of California, §17200,
22 *et seq.*, by violating the above-cited provisions, and treating Plaintiffs and Class
23 members unfairly by failing to pay all wages due and for all hours worked, depriving
24 them of meal and rest breaks and failing to provide and pay for missed breaks, failing
25 to pay wages upon termination, failing to furnish an accurate, itemized wage statement
26 upon payment of wages and failing to pay all compensation due upon discharge.

27 39. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class.

28 Plaintiff, like other members of the Class working for Defendants in California, were subjected to

1 Defendant's policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of
2 those of other Class members.

3 40. Adequacy of Representation: Plaintiffs will fairly and adequately protect the interests
4 of the members of the Class and have retained counsel competent and experienced in both class action
5 and employment litigation.

6 41. Questions of law or fact common to Class members predominate over any questions
7 solely affecting individual Class members and class action is superior to other available methods for
8 the fair and efficient adjudication of this controversy.

9 42. Class action treatment will allow a large number of similarly situated Class members to
10 simultaneously and efficiently prosecute his common claims in a single forum without the needless
11 duplication of effort and expense that numerous individual actions would entail.

12 43. In addition, a class action will serve the important public interest of permitting Class
13 members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of
14 the sums owed to them.

15 44. Plaintiffs knows of no difficulty which will be encountered in the management of this
16 litigation which would preclude its maintenance as a class action.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT ("PAGA"), CAL. LABOR**
19 **CODE SECTIONS 2699, *et seq.***

20 45. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
21 allegation set forth above.

22 46. PAGA permits Plaintiffs to recover civil penalties for the violation(s) of the Labor Code
23 sections enumerated in Labor Code section 2699.5.

24 47. Defendants' conduct, as alleged herein, violates numerous sections of the California
25 Labor Code, including, but not limited to, the following:

26 a) Defendants violated Industrial Welfare Commission Order No. 4 and Labor Code §§
27 226.7 and 512, 516, 558 and 1198 by failing to provide all legally required meal and rest period
28 premiums to Plaintiffs and similarly aggrieved employees;

1 b) Defendants' failure to pay the minimum wage in violation of Industrial Welfare
2 Commission Order No.4 and Labor Code §§200, 226, 500, 510, 1194, 1197, and 1198;

3 c) Defendants violated Labor Code §§ 510, 1194, 1194.2, 1197, 1198 by failing to pay all
4 worked overtime and double time hours to Plaintiffs and other similarly aggrieved employees;

5 d) Defendants violated Industrial Welfare Commission Order No. 4 and Labor Code §§
6 200, 226, 226.7, 500, 510, 1197, 1194, and 1198 by failing to pay Plaintiffs and similarly aggrieved
7 employees for all hours actually worked;

8 e) Defendants violated Labor Code § 226 and 1174(d) by failing to provide Plaintiffs and
9 similarly aggrieved employees with accurate and compliant itemized wage statements;

10 f) Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages
11 due, including, but not limited to meal and rest period premium wages to Plaintiffs and similarly
12 aggrieved employees upon their separation of employment; and

13 g) Defendants violated Labor Code § 2802 by failing to indemnify Plaintiffs and similarly
14 aggrieved employees for all necessary expenditures or losses incurred in direct consequences of the
15 discharge of their job duties

16 **MISSED MEAL AND REST BREAKS IN VIOLATION OF CAL. LABOR CODE SECTIONS**
17 **200, 226.7, 512, AND 12 CCR § 11090**

18 48. For at least the four (4) years preceding the filing of this action, Defendants failed to
19 provide meal and rest breaks as required by law.

20 49. In addition, Defendants failed to pay Plaintiffs and other aggrieved employees the full
21 statutory penalty for all missed meal and rest periods.

22 50. Defendants' conduct described herein violates the Industrial Welfare Commission
23 Order and Labor Code §§ 226, 226.7, 512, 558, and 1198.

24 51. Plaintiffs and other aggrieved employees are entitled to recover additional
25 compensation for all rest and meal periods that were missed, but not paid for, during the four (4) years
26 preceding the filing of this Complaint, plus penalties pursuant to Labor Code §§ 226.7, and 558.

27 52. As a proximate result of the aforementioned violations, Plaintiffs and other aggrieved
28 employees have been damaged in an amount according to proof at time of trial and have suffered, and

1 continue to suffer, substantial losses related to the use and enjoyment of such monies, and lost interest
2 on such monies in seeking to compel Defendants to fully perform its obligation under state law.
3 Plaintiffs and other similarly aggrieved employees are thus entitled to recover nominal, actual, and
4 compensatory damages.

5 **FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF CAL. LABOR**
6 **CODE SECTIONS 200, 226, 500, 510, 1194, 1197 AND 1198**

7 53. For the four (4) years preceding the filing of this action, Defendants failed to
8 compensate Plaintiffs and other similarly aggrieved employees for all hours worked by not
9 compensating them for work performed as discussed herein, including but not limited to time which
10 was deducted from their pay for "breaks" which were either not taken at all, or else were taken while
11 Plaintiffs and other similarly aggrieved employees were required to remain on call. Further, Plaintiffs
12 and similarly aggrieved employees were required to report that their workdays finished at 5 p.m. despite
13 being required to continuously engage in work duties even past 5 p.m., such as driving back from
14 interviews with clients.

15 54. Plaintiffs and other similarly aggrieved employees are entitled to recover compensation
16 for all hours worked, but not paid, for the four (4) years preceding the filing of this Complaint, plus
17 reasonable attorneys' fees, and costs of suit pursuant to Labor Code §§ 218.5, 1194, and penalties
18 pursuant to Labor Code §§ 203 and 226, and 558.

19 55. In violation of state law, Defendants has knowingly and willfully refused to perform its
20 obligations to compensate Plaintiffs and other similarly aggrieved employees for all wages earned and
21 all hours worked. As a direct result, Plaintiffs and other similarly aggrieved employees have suffered,
22 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
23 on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform its
24 obligation under state law, all to their respective damages in amounts according to proof at time of trial.

25 56. Plaintiffs and other similarly aggrieved employees are thus entitled to recover nominal,
26 actual and compensatory damages in amount according to proof at time of trial, but in amounts in
27 excess of the jurisdiction of this Court.

28 57. As a proximate result of the aforementioned violations, Plaintiffs and other similarly

1 aggrieved employees have been damaged in an amount according to proof at time of trial.

2 58. Defendants' conduct described herein violates Industrial Welfare Commission Order 9,
3 and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore, pursuant to 12 CCR § 11090
4 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiffs and other similarly aggrieved
5 employees are entitled to recover damages for the nonpayment of wages of all hours worked that were
6 improperly deducted and/or not counted as a result of Defendants' policies, liquidated damages for
7 underpayment of minimum wages, penalties, reasonable attorneys' fees, expenses, and costs of suit.

8 **FAILURE TO PAY MINIMUM WAGES VIOLATION OF LABOR CODE SECTIONS 1194,**
9 **1197, AND 1197.1**

10 59. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
11 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
12 wage to be paid to employees and the payment of a wage less than the minimum so fixed is unlawful.
13 As described above, due to the Defendants' requiring Plaintiffs and other similarly aggrieved
14 employees to remain on call at all times, even during purported "breaks", Plaintiffs and other similarly
15 aggrieved employees were not paid at least the applicable minimum wage for these hours worked.

16 60. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs
17 and other similarly aggrieved employees for all of the hours they worked in violation of California
18 Labor Code sections 1194, 1197 and 1197.1.

19 61. Defendants' failure to pay Plaintiffs and other aggrieved employees the minimum wage
20 as required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections,
21 Plaintiffs and other similarly aggrieved employees are entitled to recover the unpaid balance of their
22 minimum wage compensation, as well as interest, costs, and attorney's fees.

23 62. Pursuant to California Labor Code section 1194.2, Plaintiffs and other similarly
24 aggrieved employees are entitled to recover liquidated damages in an amount equal to the wages
25 unlawfully unpaid and interest thereon.

26 **FAILURE TO PAY OVERTIME IN VIOLATION OF LABOR CODE §§ 510, 1194, 1194.2,**
27 **1197, 1198**

28 63. During the course of Plaintiff's employment, Defendants failed to compensate

1 Plaintiffs and other similarly aggrieved employees for all overtime and double-time hours worked as
2 required under the Industrial Welfare Commission Order No. 4 and Labor Code §§ 200, 226, 500,
3 510, 1194, and 1198.

4 64. Specifically, Plaintiffs and similarly aggrieved employees regularly worked shifts over
5 8 hours per day, and worked over 40 hours per week. However, Defendants did not pay Plaintiffs and
6 similarly aggrieved employees at the overtime rate for hours worked in excess of forty per week or 8
7 hours per day, in violation of Wage Order 4.

8 65. Additionally, Defendants did not pay Plaintiffs and similarly aggrieved employees the
9 double-time rate for hours worked in excess of twelve per day, or in excess of eight on the seventh
10 consecutive day of work.

11 66. Defendants' conduct described herein violates the Industrial Welfare Commission
12 Orders and Labor Code §§ 200, 226, 500, 510, and 1198. Therefore, pursuant to Labor Code §§ 200,
13 203, 226, 226.7, 558 and 1194, Plaintiffs and similarly aggrieved employees are entitled to recover
14 the unpaid balance of overtime compensation Defendants owe Plaintiffs plus interest, penalties,
15 attorneys' fees, expenses, and costs of suit.

16 **FAILURE TO PROVIDE PROPERLY ITEMIZED WAGE STATEMENTS VIOLATION OF**
17 **LABOR CODE SECTION 226(a)**

18 67. At all material times set forth herein, California Labor Code section 226(a) provides
19 that every employer shall furnish each of his or her employees an accurate itemized wage statement in
20 writing, including, but not limited to, the name and address of the legal entity that is the employer, total
21 hours worked, and all applicable hourly rates.

22 68. Defendants has intentionally and willfully failed to provide employees with complete
23 and accurate wage statements as a result of, among other things, the failure to state all hours worked
24 the failure to state all hourly rates, and premium penalties owed.

25 69. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs
26 and other aggrieved employees have suffered injury and damage to their statutorily protected rights.

27 70. Specifically, Plaintiffs and other aggrieved employees have been injured by Defendants'
28 intentional violation of California Labor Code section 226(a) because they were denied both their legal

1 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
2 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
3 number of total hours worked on wage statements, Plaintiffs has been prevented by Defendants from
4 determining if all hours worked were paid and the extent of the underpayment. Plaintiffs has had to file
5 this lawsuit, conduct discovery, reconstruct time records, and perform computations in order to analyze
6 whether in fact Plaintiffs were paid correctly and the extent of the underpayment, thereby causing
7 Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and
8 incur these costs had Defendants provided the accurate number of total hours worked. This has also
9 delayed Plaintiffs' ability to demand and recover the underpayment of wages from Defendant.

10 71. Plaintiffs and similarly aggrieved employees are entitled to recover from Defendants
11 the greater of their actual damages caused by Defendants' failure to comply with California Labor Code
12 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

13 72. California Labor Code section 1198 makes it illegal to employ an employee under
14 conditions of labor that are prohibited by the applicable wage order. California Labor Code section
15 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . .
16 standard conditions of labor for employees. The employment of any employee . . . under conditions of
17 labor prohibited by the order is unlawful." By violating the applicable industrial wage order as set forth
18 above, Defendants has also violated Labor Code section 1198.

19 73. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf
20 of an employer who violates, or causes to be violated, a section of this chapter or any provision
21 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
22 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid in addition to an amount sufficient
24 to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee was underpaid in addition to an
26 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be
27 paid to the affected employee." Labor code section 558(c) provides "[t]he civil penalties provided for
28 in this section are in addition to any other civil or criminal penalty provided by law."

74. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiffs' and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

75. As set forth above, Defendants has violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable order of the Industrial Welfare commission. Accordingly, Plaintiffs seek the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees.

76. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, 2699.5 and 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the State of California against Defendants, in addition to other remedies, for violations of California Labor Code sections 226(a), 226.7, 512(a), and 1198.

**FAILURE TO REIMBURSE REQUIRED BUSINESS EXPENSES IN VIOLATION OF
LABOR CODE SECTION 2802**

77. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequences of the discharge of his or her duties.”

78. Plaintiffs and similarly aggrieved employees have incurred reasonable and necessary expenses in the course of completing their job duties, which were not reimbursed by Defendants. These expenses include parking expenses, unreimbursed mileage for travel to visit Defendants' clients, unreimbursed cell phone expenses, and unreimbursed expenses on office supplies.

79. An employer that knows or has reason to know that an employee has incurred work-related expenses must reimburse the employee, even if the employee does not request reimbursement.

80. Labor Code § 2802 requires an employer to indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequences of the discharge of his or her duties. Defendants required Plaintiffs and other similarly aggrieved employees to incur expenses for, and were not thereafter reimbursed for, mileage, cellphone use expenses, and office supply purchases. Plaintiffs and other similarly aggrieved employees have incurred such reasonable

1 and necessary expenses in the course of completing their job duties, which were not reimbursed by
2 Defendants. Plaintiffs are entitled to reimbursement for these necessary expenditures, plus interest and
3 attorneys' fees and costs, under Labor Code § 2802.

4 **FAILURE TO PAY COMPENSATION UPON DISCHARGE OR QUIT IN VIOLATION OF**
5 **LABOR CODE SECTIONS 201-203**

6 81. Labor Code § 201 provides, in relevant part, "[i]f an employer discharges an employee,
7 the wages earned and unpaid at the time of discharge are due and payable immediately."

8 82. Labor Code § 202 provides, in relevant part, "[i]f an employee not having a written
9 contract for a definite period quits his or her employment, his or her wages shall become due and
10 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of
11 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
12 quitting."

13 83. Pursuant to Labor Code § 201, upon the terminations of Plaintiffs and other similarly
14 aggrieved employees (which occurred on one or more occasions each calendar year, as set forth above),
15 Defendants was required to pay all earned wages.

16 84. At the time of other aggrieved employees' respective terminations, these other
17 aggrieved employees had unpaid wages, which wages were uncompensated.

18 85. In violation of Labor Code § 201, Defendants failed to pay former employees similarly
19 aggrieved to Plaintiffs the full amount of wages due and owing them, in amounts to be proven at the
20 time of trial.

21 86. Defendants' willful failure to pay former employees similarly aggrieved to Plaintiffs all
22 of the wages due and owing them constitutes violations of Labor Code §§ 201 and 203, which provides
23 that an employee's wages will continue as a penalty up to thirty (30) days from the time the wages
24 were due. Therefore, Plaintiffs and other similarly aggrieved employees are each entitled to penalties
25 pursuant to Labor Code § 203 for each and every violation of Labor Code § 201.

26 87. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
27 2699.5 and 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment
28 and collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the

1 State of California against Defendant, in addition to other remedies, for violations of California Labor
2 Code sections 201-203.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF INDUSTRIAL**
5 **WELFARE COMMISSION ORDER NO. 16 AND CAL. LABOR CODE §§ 200, 226, 500, 510,**
6 **1194, 1197, AND 1198**

7 88. Plaintiffs hereby re-allege, and incorporates by reference as though set forth fully herein,
8 the allegations contained in all preceding paragraphs.

9 89. At all times relevant herein, Defendants were required to compensate its non-exempt
10 employees for all hours worked, pursuant to Industrial Welfare Commission Order 5, and Labor Code
11 §§ 200, 226, 500, 510, 1197, 1194 and 1198.

12 90. For the four (4) years preceding the filing of this action, Defendants failed to
13 compensate Plaintiffs and the Class for all hours worked by not compensating them for work performed
14 as discussed herein.

15 91. As alleged above, Plaintiffs and the Class were not paid the correct minimum wage,
16 overtime wage or double time rate for all the hours worked.

17 92. Under the aforementioned wage orders and regulations, Plaintiffs and the Class are
18 entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding the
19 filing of this Complaint, plus reasonable attorneys' fees and costs of suit pursuant to Labor Code §§
20 218.5, 1194, and penalties pursuant to Labor Code §§ 203 and 226.

21 93. In violation of state law, Defendants have knowingly and willfully refused to perform
22 their obligations to compensate Plaintiffs and the Class for all wages earned and all hours worked. As
23 a direct result, Plaintiffs and the Class have suffered, and continue to suffer, substantial losses related
24 to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees
25 in seeking to compel Defendants to fully perform their obligations under state law, all to their respective
26 damage in amounts according to proof at time of trial.

27 94. Plaintiffs and the Class are thus entitled to recover nominal, actual and compensatory
28 damages in amount according to proof at time of trial, but in amounts in excess of the jurisdiction of

1 this Court.

2 95. As a proximate result of the aforementioned violations, Plaintiffs and the Class have
3 been damaged in an amount according to proof at time of trial.

4 96. Defendants' conduct described herein violates Industrial Welfare Commission Order 5,
5 and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore, pursuant to 12 CCR § 11040
6 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiffs and the Class are entitled to recover
7 damages for the nonpayment of wages of all hours worked that were improperly deducted and/or not
8 counted as a result of Defendants' policies, liquidated damages for underpayment of minimum wages,
9 penalties, reasonable attorneys' fees, expenses, and costs of suit.

10 97. WHEREFORE, Plaintiffs requests relief as hereinafter provided.

11 **THIRD CAUSE OF ACTION**

12 **MISSED MEAL AND REST BREAKS IN VIOLATION OF CAL. LABOR CODE §§ 200,**
13 **226.7, 512, AND 12 CALIFORNIA CODE OF REGULATIONS § 11050**

14 98. Plaintiffs hereby re-allege, and incorporates by reference as though set fully forth herein,
15 the allegations contained in all preceding paragraphs.

16 99. Throughout the employment of Plaintiffs and the Class, Defendants failed to provide
17 meal and rest breaks as required by law.

18 100. In addition, Defendants failed to pay Plaintiffs and the Class the full statutory penalty
19 for all missed meal and rest periods.

20 101. Plaintiffs and the Class are entitled to recover additional compensation for all meal and
21 rest periods that were missed, but not paid for during his employment, plus penalties pursuant to Labor
22 Code §§ 226.7, and 558

23 102. Defendants' conduct described herein violates the Industrial Welfare Commission
24 Order 5-2001 sections 10 and 11, and Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and
25 California Code of Regulations § 11040.

26 103. As a proximate result of the aforementioned violations, Plaintiffs and the Class have
27 been damaged in an amount according to proof at time of trial and has suffered, and continue to suffer,
28 substantial losses related to the use and enjoyment of such monies, and lost interest on such monies in

1 seeking to compel Defendants to fully perform their obligation under state law. Plaintiffs and the Class
2 are thus entitled to recover nominal, actual, and compensatory damages in an amount according to
3 proof at time of trial.

4 104. WHEREFORE, Plaintiffs requests relief as hereinafter provided

5 **FOURTH CAUSE OF ACTION**

6 105. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§
7 1182.12, 1194, 1194.2, 1197

8 106. Plaintiffs re-allege and incorporates by reference all preceding paragraphs as though set
9 forth fully herein.

10 107. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by law
11 is unlawful. An employer violates the minimum wage statute even if the average rate for paid and
12 unpaid hours exceeded the minimum wage.

13 108. At all relevant times, Defendants failed and refused to pay Plaintiffs and the Class the
14 legal minimum wage in the State of California, as set forth in Labor Code §1182.12. Under California
15 law, Plaintiffs and the Class are entitled to at least the minimum wage for every hour worked.

16 109. Defendants' failure to pay the legal minimum wage to Plaintiffs and the Class as alleged
17 herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiffs and
18 the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated
19 as the difference between the straight time compensation paid and applicable minimum wage, including
20 interest thereon.

21 110. As a direct result, Plaintiffs and the Class have suffered, and continue to suffer,
22 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
23 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
24 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
25 the minimum jurisdiction of this Court.

26 111. Defendants have committed the acts alleged herein knowingly and willfully, with the
27 wrongful and deliberate intention of injuring Plaintiffs and the Class, from improper motives
28 amounting to malice, and in conscious disregard of Plaintiffs and the Class' rights. Plaintiffs and the

1 Class are thus entitled to recover nominal, actual and compensatory damages in amounts according to
2 proof at time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

3 112. Pursuant to Labor Code § 1194, Plaintiffs requests that the court award reasonable
4 attorneys' fees and costs incurred by Plaintiffs in this action.

5 113. In addition, pursuant to Labor Code §1194.2, Plaintiffs and the Class are entitled to
6 recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest
7 thereon.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO PAY FULL OVERTIME AND DOUBLE TIME COMPENSATIONIN**

10 **VIOLATION OF CAL. LABOR CODE SECTION 1194, *et seq.***

11 114. Plaintiffs hereby re-allege, and incorporates by reference as though set fully forth herein,
12 all preceding paragraphs.

13 115. Pursuant to the applicable Industrial Welfare Commission Order and Labor Code
14 §§ 200, 226, 500, 510, 1194, and 1198, Defendants were required to compensate Plaintiffs and the
15 Class for all overtime work performed for the benefit of Defendants, which is calculated at one and
16 one-half (1-1/2) times the regular rate of pay for hours worked in excess of eight (8) hours per day
17 and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day;
18 with double time after eight (8) hours on the seventh day of any work week, or after 12 hours in any
19 work day.

20 116. Plaintiffs and the Class were non-exempt employees entitled to the protections of the
21 Industrial Welfare Commission and Labor Code §§ 200, 226, 500, 510, 1194, and 1198. During the
22 course of Plaintiff's and the Class' employment, Defendants failed to compensate Plaintiffs and the
23 Class for all overtime and double-time hours worked as required under the aforementioned labor codes
24 and regulations.

25 117. In violation of state law, Defendants have knowingly and willfully refused to perform
26 their obligations to compensate Plaintiffs and the Class for all overtime and double time wages earned
27 and all hours worked.

28 118. As a direct result, Plaintiffs and the Class have suffered, and continues to suffer,

1 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
2 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
3 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
4 the minimum jurisdiction of this Court.

5 119. Defendants have committed the acts alleged herein knowingly and willfully, with the
6 wrongful and deliberate intention of injuring Plaintiff, from improper motives amounting to malice,
7 and in conscious disregard of Plaintiff's and the Class' rights. Plaintiffs and the Class are thus entitled
8 to recover nominal, actual and compensatory damages in amounts according to proof at time of trial,
9 but in amounts in excess of the minimum jurisdiction of this Court.

10 120. Defendants' conduct described herein violates the Industrial Welfare Commission
11 Orders and Labor Code §§ 200, 226, 500, 510, and 1198. Therefore, pursuant to Labor Code §§ 200,
12 203, 226, 226.7, 558 and 1194, Plaintiffs and the Class are entitled to recover the unpaid balance of
13 overtime compensation Defendants owe Plaintiffs and the Class plus interest, penalties, attorneys' fees,
14 expenses, and costs of suit.

15 121. WHEREFORE, Plaintiffs requests relief as hereinafter provided.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE PROPER WAGE STATEMENTS IN VIOLATION OF CAL.**

18 **LABOR CODE § 226**

19 122. Plaintiffs re-allege and incorporates herein by reference all preceding paragraphs as
20 though each such Paragraph were fully set forth herein.

21 123. Labor Code §226(a) sets forth reporting requirements for employers when they pay
22 wages, as follows:

23 "Every employer shall . . . at the time of each payment of wages, furnish his or her employees
24 . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the
25 employee . . . (8) the name and address of the legal entity that is the employer..."

26 Section (e) provides: "An employee suffering injury as a result of a knowing and intentional
27 failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all
28 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one

1 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
2 aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and
3 reasonable attorneys' fees."

4 124. Defendants failed to accurately record the regular and overtime hours worked by
5 Plaintiffs and the Class, and total wages due.

6 125. Plaintiffs and the Class were damaged by this failure to provide accurate wage
7 statements because, among other things, Plaintiffs was unable to determine the proper amount of wages
8 actually owed to them, and whether they had received full compensation therefore.

9 126. Plaintiffs requests recovery of Labor Code § 226(e) penalties according to proof, as well
10 as interest, attorneys' fees and costs pursuant to Labor Code §226(e), and all other damages, attorneys'
11 fees, costs, expenses and interest permitted by statute.

12 **SEVENTH CAUSE OF ACTION**

13 **FAILURE TO PAY COMPENSATION UPON TERMINATION OF EMPLOYMENT IN**
14 **VIOLATION OF CAL. LABOR CODE § 201-203**

15 127. Plaintiffs hereby re-allege and incorporates by reference all preceding paragraphs. This
16 cause of action is pled against all Defendants.

17 128. Labor Code § 201 provides, in relevant part, "[i]f an employer discharges an employee,
18 the wages earned and unpaid at the time of discharge are due and payable immediately."

19 129. Labor Code § 202 provides, in relevant part, "[i]f an employee not having a written
20 contract for a definite period quits his or her employment, his or her wages shall become due and
21 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of
22 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
23 quitting."

24 130. Pursuant to Labor Code § 201, upon Plaintiff's and Class members' terminations,
25 Defendants were required to pay all earned wages.

26 131. Defendants failed to compensate Plaintiffs and Class members their entitled wages by
27 unlawfully misclassifying them, failing to compensate them for all hours worked including overtime,
28 and failing to provide wage statements reflecting the accurate number of hours worked per pay period.

1 Plaintiffs and the Class members' wages remained unpaid even after their separation from employment.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE REQUIRED BUSINESS EXPENSES IN VIOLATION OF**
4 **LABOR CODE SECTION 2802**

5 132. Plaintiffs hereby incorporate by reference the paragraphs above, as if fully set herein by
6 reference.

7 133. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee
8 for all necessary expenditures or losses incurred by the employee in direct consequences of the
9 discharge of his or her duties."

10 134. Plaintiff and members of the Class have incurred reasonable and necessary expenses in
11 the course of completing their job duties, which were not reimbursed by Defendants. These expenses
12 include parking expenses, unreimbursed mileage for travel to visit Defendants' clients, unreimbursed
13 cell phone expenses, and unreimbursed expenses on office supplies.

14 135. An employer that knows or has reason to know that an employee has incurred work-
15 related expenses must reimburse the employee, even if the employee does not request reimbursement.

16 136. Plaintiff and members of the Class are entitled to reimbursement for these necessary
17 expenditures, plus interest and attorneys' fees and costs, under Labor Code § 2802.

18 137. WHEREFORE, Plaintiff requests relief as hereinafter provided.

19 **NINTH CAUSE OF ACTION**

20 **VIOLATIONS OF CAL. B&P CODE §§ 17200, *et seq.***

21 138. Plaintiffs re-allege and incorporates herein by reference Paragraphs 1 through 39 above,
22 as though each such Paragraph were fully set forth herein

23 139. Section 17200 of the California Business and Professions Code prohibits any unlawful,
24 unfair or fraudulent business act or practice.

25 140. Plaintiffs and the Class have suffered and continues to suffer injury in fact and monetary
26 damages as a result of Defendants' actions. The actions by Defendants as herein alleged amount to
27 conduct which is unlawful and a violation of law. As such, said conduct amounts to unfair business
28 practices in violation of Business and Professions Code § 17200, *et seq.*

1 141. Defendants' conduct as herein alleged has damaged Plaintiffs by denying them wages
2 due and payable, and by failing to provide proper wage statements. Defendants' actions are thus
3 substantially injurious to Plaintiffs causing them injury in fact and loss of money.

4 142. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
5 due to Plaintiff.

6 143. The amount of wages due Plaintiffs can be readily determined from Defendants'
7 records. Plaintiffs is entitled to restitution of monies due and obtained by Defendants during the period
8 of last 4 years as a result of Defendants' unlawful and unfair conduct.

9 144. Defendants' course of conduct, acts, and practices in violation of the California law as
10 mentioned in each paragraph above constitutes a separate and independent violation of §17200 etc. of
11 the Business and Professions Code.

12 145. The harm to Plaintiffs of being wrongfully denied lawfully earned and unpaid wages
13 outweighs the utility, if any, of Defendants' policies and practices and, therefore, Defendants' actions
14 described herein constitute an unfair business practice or act within the meaning of Business and
15 Professions Code § 17200.

16 146. Defendants' conduct described herein threatens an incipient violation of California's
17 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly
18 threatens or harms competition.

19 147. Defendants' course of conduct described herein further violates Business and
20 Professions Code 17200 in that it is fraudulent, improper, and unfair.

21 148. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
22 described herein above have injured Plaintiffs in that they were wrongfully denied the timely and full
23 payment of wages due to them.

24 ///

25 ///

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs pray for judgment for himself and for all others on whose behalf this
28 suit is brought against Defendants, jointly and severally, as follows:

1 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
2 employees, and the State of California according to proof pursuant to Labor Code § 2699(a) including,
3 but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and
4 \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210
5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for
6 each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
7 employee per pay period; and/or (3) \$100.00 for each initial violation and \$200.00 for each subsequent
8 violation per employee per pay period for those violations of the Labor Code for which no civil penalty
9 is specifically provided;

10 2. For nominal damages;

11 3. For compensatory damages;

12 4. For equitable relief in the nature of declaratory relief, restitution of all monies due to
13 Plaintiffs, and disgorgement of profits from the unlawful business practices of Defendants, and
14 accounting;

15 5. For penalties permitted by Labor Code §§ 201, 202, 203, 204, 210, 225.5, 223, 226,
16 226.3, 226, 226.3, 226.7, 227.3, 226.8, 432, 510, 512, 1171, 1173, 1173.1, 1194, 1194.2, 1198.5, 2802,
17 and all other applicable sections;

18 6. For interest accrued to date;

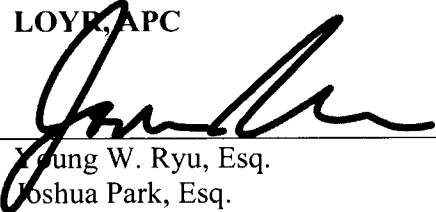
19 7. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226, 1194,
20 and 2699;

21 8. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 226,
22 1194, 2699, and Code of Civil Procedure § 1021.5; and

23 9. For such other and further relief that the Court may deem just and proper.

24 DATED: April 25, 2023

LOYR, APC

25
26 By: 

Young W. Ryu, Esq.

Joshua Park, Esq.

Kee Seok Mah, Esq.

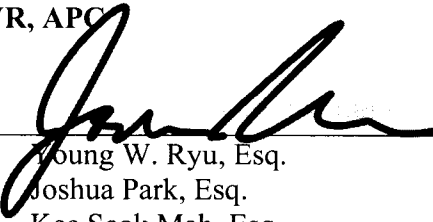
Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Plaintiffs demands a trial by jury for themselves on all claims so triable.

DATED: April 25, 2023

LOYR, APC
By: 
Young W. Ryu, Esq.
Joshua Park, Esq.
Kee Seok Mah, Esq.
Attorneys for Plaintiffs

4871-4618-2751, v. 1

PROOF OF SERVICE

I am over 18 years old and not a party to this action. My business address is 1055 West 7th Street, Suite 2290, Los Angeles, California 90017.

On May 8, 2023, I served the following documents on the interested party as follows:

1. SECOND AMENDED CLASS ACTION COMPLAINT

JARED L. BRYAN (SBN 220925)
Jared.Bryan@jacksonlewis.com
VINCENT L. CHEN (SBN 311883)
Vincent.Chen@jacksonlewis.com
cc: Aracely.Orizaba@jacksonlewis.com
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, California 92618

Attorneys for Defendants

[X] BY ELECTRONIC SERVICE:

My electronic service address is joshua.park@loywr.com. Per the parties' agreement, through their respective counsel, to accept electronic service and pursuant to California Code of Civil Procedure section 1010.6, I served the foregoing document on the interested party at the electronic service addresses (e-mail addresses) listed above and did not receive Notice of Failure

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on May 8, 2023, in Los Angeles, California.


Joshua Park