

FILED
Superior Court Of California,
Sacramento
10/21/2021
rcaddick
By _____, Deputy
Case Number:
34-2021-00310107

1 Timothy B. Del Castillo (SBN: 277296)
tdc@castleemploymentlaw.com
2 Kent L. Bradbury (SBN: 279402)
kb@castleemploymentlaw.com
3 **Castle Law: California Employment Counsel**
4 2999 Douglas Blvd., Suite 180
Roseville, CA 95661
5 Telephone: (916) 245-0122

6 Attorneys for Plaintiff Irene Ramos
7 on behalf of herself and similarly situated employees
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11 **SUPERIOR COURT OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**
13

14 IRENE RAMOS, individually and on
15 behalf of all others similarly situated,

16 Plaintiffs,

17 vs.

18 TDB COMMUNICATIONS, INC.;
19 GAINWELL TECHNOLOGIES, LLC;
20 Does 1 through 20, inclusive,

21 Defendants.
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Case No.

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*
2. Failure to Provide Accurate Wage Statements;
3. Failure to Pay Minimum Wage for All Hours Worked;
4. Failure to Provide Meal and Rest Periods;
5. Waiting Time Penalties;
6. Failure to Pay Overtime Wages;
7. Failure to Reimburse Business Expenses.

JURY TRIAL DEMANDED

1 Plaintiff IRENE RAMOS ("Plaintiff"), on behalf of herself and all other similarly situated
2 employees hereby files this Complaint against Defendants TDB COMMUNICATIONS, INC.;
3 GAINWELL TECHNOLOGIES, LLC; Does 1 through 20 (collectively referred to as
4 "Defendants"). Plaintiff alleges the following:

5 INTRODUCTION

6 1. This is a class action brought by Plaintiff seeking damages for failure to provide meal
7 and rest periods, failure to pay overtime and minimum wages, inaccurate wage statements, failure to
8 reimburse for business expenses, and derivative civil and statutory penalties. Plaintiff seeks these
9 damages and penalties, plus interest and attorney's fees, on behalf of herself and similarly situated
10 employees.

11 2. During all relevant times, Plaintiff and similarly situated employees worked for
12 Defendants as non-exempt, hourly employees. Defendants issued wage statements to Plaintiff and
13 similarly situated employees that did not comply with California law because, among other things,
14 they did not include all hours worked, and the rate of pay. As a matter of policy and practice,
15 Defendants failed to provide Plaintiff and similarly situated employees meal and rest periods, which
16 is in violation of the California Labor Code.

17 JURISDICTION AND VENUE

18 3. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
19 violations of California Labor Code §§ 226, 226.3, 213, 2698 *et seq.*, Business and Professions Code
20 § 17200 *et seq.*

21 4. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
22 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

23 PARTIES

24 5. Plaintiff IRENE RAMOS is over the age of eighteen (18) and is a resident of the State
25 of California and a former employee of Defendants.

26 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant TDB
27 COMMUNICATIONS, INC. is now and/or at all times mentioned in this Complaint a District of
28

1 Columbia Corporation and the owner and operator of an industry, business and/or facility licensed to
2 do business and actually doing business in the State of California.

3 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant GAINWELL
4 TECHNOLOGIES, LLC is now and/or at all times mentioned in this Complaint a California Limited
5 Liability Company and the owner and operator of an industry, business and/or facility licensed to do
6 business and actually doing business in the State of California.

7 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
8 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
9 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
10 were at all relevant times advised by skilled California employment law attorneys and knew the
11 requirements of the California Labor Code with respect to employee wage statements, payment of
12 wages, reimbursement of business expenses, and provision of meal and rest periods.

13 9. Defendants proximately caused Plaintiff and similarly situated employees to be
14 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
15 Complaint.

16 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
17 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
18 joint venturer of the remaining defendants and was acting within the course and scope of that
19 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
20 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
21 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
22 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
23 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
24 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
25 through 20, inclusive, when they have been determined.

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1 **CLASS ALLEGATIONS**

2 11. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a
3 class action pursuant to California Code of Civil Procedure section 382. The classes that Plaintiff
4 seeks to represent are composed of and defined as follows:

5 All non-exempt employees who were employed by Defendants in California at any
6 time four (4) years prior to the filing of this Action up to the date that this matter is
7 certified as a class action.

8 12. This action has been brought and may be properly maintained as a class action,
9 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
10 defined community of interest in the litigation and the proposed classes are easily ascertainable.

11 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all
12 members is impracticable under the circumstances of this case. While the exact
13 number of class members is unknown to Plaintiff at this time, Plaintiff is informed
14 and believes that Defendants may have employed hundreds of individuals falling
15 within the above stated class definitions throughout the State of California during the
16 applicable statute of limitations, who were subjected to the practices outlined in this
17 Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.

18 (b) Common Questions Predominate: Common questions of law and fact exist as to all
19 members of the Plaintiff Class and predominate over questions that affect only
20 individual members of the class. These common questions of law and fact include,
21 without limitation, the following:

- 22 (1) Whether Defendants accurately stated all required information on
23 paystubs issued to members of the Plaintiff Class;
24 (2) Whether Defendants maintained the time and payroll records for their
25 employees as required under the California Labor Code;
26 (3) Whether Defendants provided meal and rest periods to their employees
27 as required under the California Labor Code;
28

- (4) Whether Defendants maintained policies and practices that provided meal and rest periods to their employees as required under the California Labor Code;
- (5) Whether Defendants paid overtime and minimum wages to their employees as required under the California Labor Code;
- (6) Whether Defendants reimbursed their employees for reasonable business expenses;
- (7) Whether Defendants paid all wages owed to their employees at the termination of employment.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff Class. Plaintiff also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants failed to provide meal and rest periods to their employees, failed to pay all overtime and minimum wages owed, and issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. Additionally, Defendants failed to reimburse Plaintiff and Class members for reasonable business expenses, and failed to pay Plaintiff and Class Members all wages owed at the termination of employment. As a result, each putative class member will have the same basis for their legal claims.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. Plaintiff resides in California and is an adequate representative of the putative class as she has no interests that are adverse to those of absent class members. Additionally, Plaintiff has retained counsel who have substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the classes is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum

1 simultaneously, efficiently, and without the unnecessary duplication of effort and
2 expense that numerous individual actions would engender. Further, as damages
3 suffered by each individual member of the classes may be relatively small, the
4 expenses and burden of the individual litigation would make it difficult or impossible
5 for individual members of the class to redress the wrongs done to them, and an
6 important public interest will be served by addressing the matter as a class action.
7 The cost to the court system of adjudication of such individualized litigation would be
8 substantial. Individualized litigation would also present the potential for inconsistent
9 or contradictory judgments.

10 13. Plaintiff is unaware of any difficulties that are likely to be encountered in the
11 management of this action that would preclude its maintenance as a class action.

12 **GENERAL ALLEGATIONS**

13 14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as
14 though fully set forth herein.

15 15. Defendants provide customer service, IT solutions, and program management
16 services to public own and manage a chain of athletic clubs and spas located in California as well
17 as in other states.

18 16. Plaintiff IRENE RAMOS worked for Defendants as a Customer Service
19 Representative from approximately July 2021 until her illegal and discriminatory termination in
20 September 2021. Plaintiff was at all times classified by Defendants as non-exempt employee,
21 and was entitled to overtime pay, minimum wages, meal and rest periods, and reimbursement for
22 business expenses. However, Defendants failed to provide meal and rest periods to Plaintiff and
23 similarly situated employees, failed to pay all overtime and minimum wages owed, and violated
24 various other provisions of the Labor Code.

25 17. Plaintiff brings this Class Action on behalf of herself and similarly situated
26 employees in order to fully compensate herself and Class Members for their losses incurred
27 during the class period caused by Defendants' uniform policies and practices which failed to
28 lawfully compensate these employees.

1 18. Defendants' uniform policies and practices alleged herein were unlawful, unfair
2 and deceptive business practices whereby Defendants retained and continue to retain wages due
3 Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction
4 enjoining such conduct by Defendant in the future, relief for the named Plaintiff and the other
5 Class Members who have been economically injured by Defendant' past and current unlawful
6 conduct, and all other appropriate legal and equitable relief.

7 19. Plaintiff was hired by Defendant TDB Communications, Inc. to work as a
8 temporary staff member of Gainwell Technologies, LLC.

9 20. Defendants did not allow Plaintiff and similarly situated employees to take their
10 statutorily required meal and rest periods. Defendants failed to provide Plaintiff and other
11 similarly situated employees a 30-minute, duty-free meal period before the end of the fifth hour
12 of work as required under the law.

13 21. Plaintiff and similarly situated employees regularly missed their meal and rest
14 periods and/ or they were provided late due to the necessity of remaining on phone calls with
15 clients. Defendant also failed to provide rest periods to Plaintiff and similarly situated employees
16 for every 4 hours worked or major fraction thereof.

17 22. Defendants' management staff were aware this was occurring and did not ensure
18 meal and/ or rest periods were provided to Plaintiff and similarly situated employees in
19 compliance with California law. Defendants also failed to pay the missed meal period and
20 missed rest period premiums of one hour of pay at the employees' regular rate of pay.

21 23. As a result, Defendants did not provide Plaintiff and similarly situated employees
22 legally compliant wage statements noting, among other things, total hours worked, gross wages
23 earned, the applicable hourly rates in effect during the pay period and the corresponding number
24 of hours worked at each hourly rate.

25 24. The wage statements received by Plaintiff, and similarly aggrieved employees, did
26 not accurately list all applicable hourly rates, including the overtime rate of pay. The regular
27 wage statements also do not factor non-discretionary payments, such as bonuses other forms of
28 nondiscretionary remuneration, into the overtime rate of pay, and the manner in which overtime,

1 regular wages, and other rates of pay are reported on the wage statements made it impossible for
2 Plaintiff, and similarly aggrieved employees, to determine whether they were paid correctly, or
3 what their correct regular rate of pay, or overtime rate of pay was. *See Magadia v. Wal-Mart*
4 *Assocs., Inc.*, 319 F. Supp. 3d 1180, 1190–91 (N.D. Cal. 2018).

5 25. Moreover, if Defendants miscalculated the overtime rate of pay, for example by
6 failing to accurately include bonus payments and other forms of non-discretionary renumeration
7 into the regular rate of pay, Plaintiff, and similarly aggrieved employees, are also owed unpaid
8 overtime wages. Based on the manner in which wages were reported it is impossible for
9 Plaintiff, and similarly aggrieved employees, to know how their wages were calculated.

10 26. Additionally, during her employment Plaintiff and similarly situated employees
11 were suffered and permitted to perform work off the clock. This resulted in unpaid minimum
12 wages and unpaid overtime wages. For example, Plaintiff and similarly situated employees were
13 required to manually enter their weekly worked hours into Defendants' time systems after their
14 shifts on Fridays.

15 27. Another reason Plaintiff and similarly situated employees were suffered or
16 permitted to work off the clock is because Plaintiff and similarly situated employees were
17 required to boot up Defendants' computers, and two separate IT systems in order to complete
18 their work. However, Plaintiff and similarly situated employees were required to perform the
19 work of booting up their computers and open the required systems before their shift started,
20 resulting in unpaid hours.

21 28. Defendants also did not provide Plaintiff and similarly situated aggrieved
22 employees all wages owed upon their termination or within seventy-two (72) hours of their
23 separation from employment. In addition to unpaid overtime and minimum wages, Plaintiff did
24 not receive her final paycheck until several days after her involuntary termination. On
25 information and belief, Defendants routinely failed to pay all wages owed or provide a final
26 paycheck to terminating employees as required under California statute.

27 29. Plaintiff and similarly situated employees were required to incur business-related
28 expenses and were not reimbursed. Plaintiff and similarly situated employees worked from home

1 and were required to have adequate internet access to complete their duties. Upon being hired by
2 Defendants, Plaintiff had to upgrade her home internet service to ensure she could complete her
3 work duties.

4 30. Plaintiff and similarly situated employees were also required to enter their hours
5 on an app on their cell phones in order to be paid. Plaintiff and similarly situated employees also
6 frequently communicated with their supervisors and managers, as well as other staff of
7 Defendants, via their cell phone. Plaintiff and similarly situated employees were not reimbursed
8 for the business use of their cell phones and home internet service.

9 31. Moreover, Defendants failed to provide accrued sick leave to Plaintiff and
10 similarly situated employees in violation of the California Healthy Workplaces Healthy Families
11 Act ("HWHFA"). Defendants' attendance policy specifically calls for absences to be counted
12 against Plaintiff and similarly situated employees pursuant to the policy. Plaintiff and similarly
13 situated employees were disciplined and/ or terminated pursuant to Defendants' attendance
14 policies for sick days that should have been paid and should have been protected time off under
15 the Labor Code.

16 32. Defendants routinely required Plaintiff and similarly situated employees to work
17 more than eight (8) hours per day, and/or forty (40) hours per week for which all overtime and
18 minimum wages were not paid. This includes but is not limited to off-the-clock time that
19 Plaintiffs and other Class Members were required to work and for which they were not paid.

20 33. Defendants' uniform policies and practices to not provide Plaintiff and Class
21 Members meal and rest periods, not pay all minimum and overtime wages earned, not pay all
22 wages owed at termination or resignation, and not to provide compliant wage statements are
23 evidenced by Defendants' business records.

24 34. Defendants, as a matter of corporate policy, practice and procedure, intentionally,
25 knowingly and systematically failed to reimburse and indemnify Plaintiff and other Class
26 Members for required business expenses incurred in direct consequence of discharging their
27 duties on behalf of Defendants.

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1 **FIRST CAUSE OF ACTION**
2 **UNFAIR COMPETITION**

3 35. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 34 as
4 though fully set forth herein.

5 36. Unfair competition shall mean and include any unlawful, unfair or fraudulent
6 business act or practice and unfair, deceptive, untrue or misleading advertising and any act
7 prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the
8 Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

9 37. Defendants committed numerous violations of the California Labor Code
10 throughout the employment relationship.

11 38. Plaintiff is also informed and believes and thereon alleges that such actions and/or
12 conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and
13 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products*
14 *Co.*, 23 Cal. 4th 163 (2000).

15 39. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to
16 the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
17 restitution as a result of their unfair business practices, including, but not limited to, public
18 injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§
19 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet
20 unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

23 40. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 39 as
24 though fully set forth herein.

25 41. According to Labor Code section 226(a), an employer must provide an itemized
26 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

27 (1) gross wages earned, (2) total hours worked by the employee,
28 except for any employee whose compensation is solely based on a

1 salary and who is exempt from payment of overtime under
2 subdivision (a) of Section 515 or any applicable order of the
3 Industrial Welfare Commission, (3) the number of piece-rate units
4 earned and any applicable piece rate if the employee is paid on a
5 piece-rate basis, (4) all deductions, provided that all deductions
6 made on written orders of the employee may be aggregated and
7 shown as one item, (5) net wages earned, (6) the inclusive dates of
8 the period for which the employee is paid, (7) the name of the
9 employee and the last four digits of his or her social security number
10 or an employee identification number other than a social security
11 number, (8) the name and address of the legal entity that is the
12 employer and, if the employer is a farm labor contractor, as defined
13 in subdivision (b) of Section 1682, the name and address of the legal
14 entity that secured the services of the employer, and (9) all
15 applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the
17 employee. The deductions made from payment of wages shall be
18 recorded in ink or other indelible form, properly dated, showing the
19 month, day, and year, and a copy of the statement and the record of
20 the deductions shall be kept on file by the employer for at least three
21 years at the place of employment or at a central location within the
22 State of California.

23 42. Defendants failed to provide an itemized statement or failed to provide an accurate
24 and complete itemized statement showing the requirements set forth in Labor Code section
25 226(a). Defendants failed to list on the wage statements provided to Plaintiff and similarly
26 situated employees all hours worked and the applicable rates of pay and overtime rate. Plaintiff
27 alleges that Defendants failed to provide accurate itemized wage statements in accordance with
28 Labor Code section 226(a) to all members of the Class.

43. Additionally, Plaintiff alleges she suffered injury as a result of Defendants'
knowing and intentional failure to provide accurate and complete information as required by any
one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and
Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's
position would not be able to readily ascertain the information without reference to other
documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

44. As a proximate cause of Defendants' failure to provide accurate statements,
Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under
the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

THIRD CAUSE OF ACTION
(Failure to Pay Minimum Wage for All Hours Worked)

45. Plaintiff hereby incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

46. Defendants were required to compensate Plaintiff and similarly situated employees with at least the State's minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

47. Defendants were aware of their obligation to pay the minimum wages but failed to do so.

48. Defendants' conduct described herein violates California Labor Code section 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the Plaintiff Class have been damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff and the Class now seek these wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

FOURTH CAUSE OF ACTION
(Failure to Provide Meal and Rest Periods)

49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully set forth herein.

50. An employer must provide an employee a meal period and/or rest period in accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

51. Labor Code section 510 and Wage Order 2-2001, section 11(A) require an employer to provide a meal period of not less than thirty (30) minutes for each work period of more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide a second meal period.

52. Labor Code section 510 and Wage Order 2-2001 section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

53. Plaintiff alleges that Defendants failed to provide Plaintiff and similarly situated employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated employees worked more than five (5) hours in a day, or to take a second meal break of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated employees worked more than ten (10) hours in a day.

54. Plaintiff further alleges that Defendants failed to provide rest breaks of at least ten (10) minutes for each work period that he and similarly situated employees worked for four (4) hours or major fraction thereof.

55. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiffs and members of the Class are entitled to one (1) hour of pay at the regular rate of compensation for each meal period or rest period not provided, as a wage, from three (3) years of the filing of this action, in an amount to be established at trial. *See* Labor Code § 226.7 and Wage Order 2-2001 §§ 11(B), 12(B).

FIFTH CAUSE OF ACTION
(Waiting Time Penalties)

56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully set forth herein.

57. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. California Labor Code § 201.

58. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. California Labor Code § 203.

59. Plaintiff and similarly situated employees did not receive all wages at their termination or separation from employment, including, but not limited to, unpaid overtime and minimum wages, and unpaid meal and rest period penalties.

1 60. Defendants knew of their obligation to pay Plaintiff and Class Members and
2 Defendants' failure to pay all wages was in complete disregard of their obligations. Such
3 conduct shows Defendants' knowledge of their obligation to pay all wages owed upon
4 termination and willful refusal.

5 61. As a proximate result of the Defendants' conduct, Plaintiff and Class members
6 have been damaged and deprived of their wages and thereby seek their daily rate of pay
7 multiplied by thirty (30) days for Defendants' failure to pay all wages due.

8
9 **SIXTH CAUSE OF ACTION**
 (Failure to Pay Overtime Wages)

10 62. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 61 as
11 though fully set forth herein.

12 63. During the period Plaintiff and similarly situated employees were employed by
13 Defendants, Defendants were required to compensate them one and one-half (1½) times the
14 regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours
15 per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
16 hours per day. See California Labor Code §§ 510, 1194. Although Plaintiff and similarly
17 situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours
18 per week, Defendants failed to pay all overtime wages owed to them.

19 64. Plaintiff and Class members were non-exempt employees under the
20 administrative, executive, or professional exemptions of the applicable Wage Order and
21 California Labor Code section 510.

22 65. Defendants purposefully failed to pay all overtime wages owed to Plaintiff and
23 Class Members in order to avoid overtime and other wage and hour requirements under the
24 Labor Code.

25 66. Defendants' conduct described herein violates California Labor Code sections 510
26 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and Class
27 members have been damaged and deprived of overtime wages, in an amount to be established at
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1 trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to
2 California Labor Code sections 1194.

3
4 **SEVENTH CAUSE OF ACTION**
(Failure to Reimburse Business Expenses)

5 67. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 66 as
6 though fully set forth herein.

7 68. Labor Code section 2802(a) states that "An employer shall indemnify his or her
8 employee for all necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
10 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
11 believed them to be unlawful."

12 69. Defendants knew that Plaintiff and members of the Class incurred expenses for
13 work purposes, including but not necessarily limited to business use of employee cell phones and
14 home internet. However, Defendants did not reimburse Plaintiff or members of the Class for
15 these expenses. In fact, Defendants' written policies explicitly state that Defendants will not
16 reimburse employees for these expenses.

17 70. Defendants' conduct described herein violated California Labor Code section
18 2802. As a proximate result of Defendants' conduct, Plaintiff and members of the Class have
19 been damaged in an amount to be established at trial, and are entitled to recover these damages,
20 as well as interest and reasonable attorney's fees and costs, pursuant to statute.

21 **DAMAGES**

22 WHEREFORE Plaintiff requests relief as follows:

- 23 1. A jury trial;
24 2. For an order certifying the class;
25 3. For an order certifying Plaintiff's counsel as class counsel;
26 4. For an order appointing Plaintiff as class representative;
27 5. For penalties and liquidated damages under the California Labor Code according to
28 proof allowed by law;

- 1 6. For compensatory damages, including, but not limited to, unpaid wages, plus
2 interest, according to proof allowed by law;
3 7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
4 fees;
5 8. For injunctive relief;
6 9. For an award of prejudgment and post-judgment interest; and
7 10. For an award to Plaintiff of such other and further relief as the Court deems just and
8 proper.

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10 Dated: October 21, 2021

Castle Law: California Employment Counsel

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13 By: 

Kent L. Bradbury

Timothy B. Del Castillo

Attorneys for Plaintiff IRENE RAMOS and the Class

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19 **JURY TRIAL DEMAND**

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21 Plaintiff hereby demands a trial by jury.

22
23 Dated: October 21, 2021

Castle Law: California Employment Counsel

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25
26 By: 

Kent L. Bradbury

Timothy B. Del Castillo

Attorneys for Plaintiff IRENE RAMOS and the Class

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