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Attorneys for Plaintiff SASHA BALABANOFF,
on behalf of herself and others similarly situated

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

SASHA BALABANOFF, on behalf of herself
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

CLASSIC VACATIONS, LLC, a Nevada
limited liability company; EXPEDIA, INC., a
Washington corporation; EXPEDIA GROUP,
an entity of unknown form; CLASSIC
CUSTOM VACATIONS, an entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV392334

CLASS ACTION

Assigned for All Purposes To:
Hon. Theodore C. Zayner
Dept.: 19

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code § 245 et seq. and 246
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Failure to Comply with Labor Code § 2751;
9. Violation of Labor Code § 226(a);
10. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and 1174.5
11. Penalties Pursuant to Labor Code § 203;
12. Violation of Business & Professions Code § 17200 et seq.; and
13. Penalties Pursuant to Labor Code § 2699, et seq.

DEMAND FOR JURY TRIAL

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1 Plaintiff SASHA BALABANOFF, (hereinafter “Plaintiff”) on behalf of herself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants CLASSIC
8 VACATIONS, LLC, a Nevada limited liability company, EXPEDIA, INC., a Washington
9 corporation, EXPEDIA GROUP, an entity of unknown form, CLASSIC CUSTOM VACATIONS,
10 an entity of unknown form, and DOES 1 through 50 (all defendants being collectively referred to
11 herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various
12 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
13 (IWC) and California Business & Professions Code, and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in San Jose, California. Plaintiff and the other Class
17 members worked for Defendants in Santa Clara County, and in other nonexempt positions,
18 throughout California and, and consistently worked at Defendants’ behest without being paid all
19 wages due. More specifically, Plaintiff and the other similarly situated Class members were
20 employed by Defendants and worked at Defendants’ offices and other facilities where the conduct
21 giving rise to the allegations in this Class Action Complaint occurred. Upon information and
22 belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities,
23 (2) was subjected to the same policies and practices, and (3) endured similar violations at the
24 hands of Defendants as the other Employee Class members who served in similar and related
25 positions.

26 3. Defendants required Plaintiff and the Employees in the Class to perform work
27 while remaining under Defendants’ control before and after being on the clock for their daily work
28 shift. Defendants thus failed to pay Plaintiff and the Class members for all hours worked, and

1 provided them with inaccurate wage statements that prevented Plaintiff and the Class from
2 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
3 with lawful meal and rest periods, as employees were not provided with the opportunity to take
4 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

5 **THE PARTIES**

6 **A. The Plaintiff**

7 4. Plaintiff SASHA BALABANOFF has resided in California and during the time
8 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
9 within the State of California at Defendants' facilities and offices in San Jose, California.

10 **B. The Defendants**

11 5. Defendant CLASSIC VACATIONS, LLC ("CV") is a Nevada limited liability
12 corporation with its principle executive office in San Jose, California, and has been listed as the
13 employer on the wage statements issued to Plaintiff during the relevant time period. CV lists a
14 California address in San Jose, California with the California Secretary of State, and employs
15 Plaintiff and the Class members in Santa Clara County, including at Defendants' offices and
16 facilities in San Jose, California, and throughout California and conducts business throughout
17 California.

18 6. Defendant EXPEDIA, INC ("EXPEDIA") is a Washington corporation with its
19 principle executive office in Seattle, Washington, and has been listed as the employer on
20 Plaintiff's personnel file during the relevant time period. EXPEDIA lists a California address in
21 Seattle, Washington with the California Secretary of State, and employs Plaintiff and the Class
22 members in Santa Clara County, including at Defendants' offices and facilities in San Jose,
23 California, and throughout California and conducts business throughout California.

24 7. Defendant EXPEDIA GROUP is an entity of unknown form with its principle
25 executive office in San Jose, California, and has been listed as the employer on Plaintiff's
26 personnel file during the relevant time period. EXPEDIA GROUP does not list a California
27 address with the California Secretary of State, but upon information and belief, employs Plaintiff
28 and the Class Members in Santa Clara County, including at Defendants' offices and facilities in

San Jose, California, and throughout California and conducts business throughout California.

8. Defendant EXPEDIA GROUP is an entity of unknown form with its principle executive office in San Jose, California, and has been listed as the employer on Plaintiff's personnel file during the relevant time period. EXPEDIA GROUP does not list a California address with the California Secretary of State, but upon information and belief, employs Plaintiff and the Class Members in Santa Clara County, including at Defendants' offices and facilities in San Jose, California, and throughout California and conducts business throughout California.

9. Defendant CLASSIC CUSTOM VACATIONS ("CCV") is an entity of unknown form with its principle executive office in San Jose, California, and has been listed as the employer on Plaintiff's personnel file during the relevant time period. CCV does not list a California address with the California Secretary of State, but upon information and belief, employs Plaintiff and the Class Members in Santa Clara County, including at Defendants' offices and facilities in San Jose, California, and throughout California and conducts business throughout California.

10. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

11. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment

1 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
2 employed Employees.

3 **JURISDICTION AND VENUE**

4 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
6 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
7 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
8 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
9 obligations and liabilities giving rise to this lawsuit occurred at least in part in Santa Clara County
10 and Defendants maintain and operate company offices and facilities in Santa Clara County, and
11 employ Plaintiff and other Class members in Santa Clara County and throughout California.

12 **FACTUAL BACKGROUND**

13 13. The Employees who comprise the Class and Collective, including Plaintiff, are
14 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
15 Employees who work in nonexempt positions at the direction of Defendants in the State of
16 California. Plaintiff and the Class members were either not paid by Defendants for all hours
17 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
18 Plaintiff and Employees were not paid for the time that they worked off-the-clock without
19 compensation by booting up their computers prior to logging into the timekeeping system and
20 working with Defendants' clients before they clocked in and clocked out for the day. Plaintiff also
21 contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing,
22 failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in
23 violation of various provisions of the California Labor Code and applicable Wage Orders.
24 Additionally, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive
25 pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
26 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
27 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
28 the overtime wage rate. Therefore, during times when Plaintiffs and Employees worked overtime

1 and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
2 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

3 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
4 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
5 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
6 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
7 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
8 sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received
9 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
10 to pay all sick pay by paying a lower overtime rate than required.

11 15. From at least four (4) years prior to the filing of this lawsuit and continuing to the
12 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
13 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
14 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
15 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
16 vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and
17 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
18 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

19 16. During the course of Plaintiff and the Class members' employment with
20 Defendants, they were not paid all wages they were owed, including for all work performed and
21 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
22 labor budgets low.

23 17. As a matter of uniform Company policy, Plaintiff and the Class members were
24 required to work during their meal and rest breaks which were not compensated by Defendants in
25 violation of the California Labor Code. Plaintiff and the Class members were also not paid
26 regular wages and overtime for the time they were required to comply with other requirements
27 imposed upon them, which they had to complete while working through their meal and rest
28 breaks and without compensation. As a result Plaintiff and the Class members worked shifts over

1 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
2 appropriate overtime rate for all such hours, including by being required to perform work duties
3 and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members
4 worked substantial overtime hours during their employment with Defendants for which they were
5 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

6 18. As a result of the above described the daily work demands and pressures to work
7 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
8 Class members were not properly paid for all wages earned and for all wages owed to them by
9 Defendants, including when working more than eight (8) hours in any given day and/or more than
10 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
11 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
12 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
13 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
14 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
15 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
16 Labor Code, applicable IWC Wage Orders.

17 19. Therefore, from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants had a consistent policy or practice of failing to pay
19 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
20 by California Law.

21 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
22 continuing to the present, Defendants had a consistent policy or practice of failing to pay
23 Employees overtime compensation at premium overtime rates for all hours worked in excess of
24 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
25 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
26 sections of IWC Wage Orders.

27 21. Additionally from at least four (4) years prior to the filing of this lawsuit and
28 continuing to the present, Defendants have regularly required Employees to work shifts in excess

1 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
2 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
3 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
4 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
5 Defendants failed to provide or deficiently provided.

6 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
7 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
8 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
9 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
10 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
11 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

12 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
13 continuing to the present, Defendants have consistently failed to provide Employees with timely,
14 accurate, and itemized wage statements as required by California wage-and-hour laws.
15 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
16 correct overtime wages based on proper regular rate calculations that included nondiscretionary
17 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
18 compensation of their Employees. Moreover, the wage statements given to Employees by
19 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
20 periods and rest breaks, and automatically deducted wages for alleged meal periods, all of which
21 Defendants knew or reasonably should have known were owed to Employees, as alleged
22 hereinabove. The wage statements provided to Employees were confusing and required
23 Employees to engage in discovery and refer to outside sources to verify whether their pay was
24 correct and potentially resulting in a miscalculation by the Employees.

25 24. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
26 continuing to the present, Defendants have consistently failed to provide Employees with timely,
27 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

28 25. From at least four (4) years prior to the filing of this lawsuit and continuing to the

1 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
2 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
3 usage which was necessary to perform their duties under Defendants' employ in violation of Labor
4 Code § 2802.

5 26. From at least four (4) years prior to the filing of this lawsuit and continuing to the
6 present, Defendants had a consistent and uniform policy, practice and procedure, when entering
7 into contracts of employment with aggrieved employees for services to be rendered within
8 California and the contemplated method of payment involved commissions, of failing to utilize a
9 written contract signed by both the employer and employee setting forth the method by which the
10 commissions shall be computed and paid in violation of Labor Code § 2751.

11 27. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
12 continuing to the present, Defendants have consistently failed to keep accurate time and wage
13 records as required by California wage-and-hour laws.

14 28. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
15 to the present, Defendants have had a consistent policy of failing to pay all wages due and owed to
16 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
17 required by California wage-and-hour laws.

18 29. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
19 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558.1,
20 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699 et seq. 2751, and 2802.

21 30. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
22 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
23 enjoyed from their violations of Labor Code.

24 **CLASS ALLEGATIONS**

25 31. Plaintiff brings this class action on behalf of herself and all others similarly situated
26 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
27 all individuals employed by Defendants, at any time within four (4) years of the filing of this
28 lawsuit, and have been employed by Defendants within the State of California.

32. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

e. Subclass 5. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Commission Subclass. All Class members who, within the applicable limitations period, were not provided with a written contract signed by both the employer and employee setting forth the method by which the commissions shall be computed and paid.

i. Subclass 9. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

j. Subclass 10. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in

the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

k. Subclass 11. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

33. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

34. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

35. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals were employed by Defendant's within the State of California.

36. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

37. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 2751;
- i. Whether Defendants violated Labor Code § 226(a);
- j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- k. Whether Defendants failed to reimburse Employees for necessary business expenses;
- l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- m. Whether Defendants violated Business and Professions Code § 17200 et seq.;
- n. Whether Defendants are liable for penalties under Labor Code § 2699, et seq.; and
- o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 et seq.

C. Typicality

38. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant's common

1 course of conducts in violation of statutes, as well as regulations that have the force and effect of
2 law, as alleged herein.

3 **D. Adequacy of Representation**

4 39. Plaintiff will fairly and adequately represent and protect the interest of Employees.
5 Counsel who represents Employees are experienced and competent in litigating employment class
6 actions.

7 **E. Superiority of Class Action**

8 40. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
10 questions of law and fact common to all Employees predominate over any questions affecting only
11 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
12 Defendants' illegal policies or practices of failing to compensate Employees properly.

13 41. Class action treatment will allow those persons similarly situated to litigate their
14 claims in the manner that is most efficient and economical for the parties and the judicial system.
15 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(Against All Defendants)**

19 42. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 43. Defendants failed to pay Employees minimum wages for all hours worked.
22 Defendants had a consistent policy of misstating Employees time records and failing to pay
23 Employees for all hours worked. Employees would work hours and not receive wages, including
24 as alleged above in connection with working during meal breaks, time off the clock Employees
25 without compensation by booting up their computers prior to logging into the timekeeping
26 system and working with Defendants' clients before they clocked in and clocked out for the day
27 in excess of their eight-hour shift in a given work day. Additionally, Defendants had a consistent
28 policy of failing to pay Employees for hours worked during alleged meal periods for which

1 Employees were consistently denied, as also addressed herein. Moreover, Defendants did not pay
2 Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants'
3 uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to
4 the Class as a whole, as a result of implementing a uniform policy and practice that denied
5 accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

6 44. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
7 states:

8 The minimum wage for employees fixed by the commission is the
9 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

10 45. The applicable minimum wages fixed by the commission for work during the
11 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
12 therefore entitled to double the minimum wage during the relevant period.

13 46. The minimum wage provisions of California Labor Code are enforceable by private
14 civil action pursuant to California Labor Code § 1194(a) which states:

15 Notwithstanding any agreement to work for a lesser wage, any
16 employee receiving less than the legal minimum wage or the legal
17 overtime compensation applicable to the employee is entitled to
18 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

19 47. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
20 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

21 48. California Labor Code § 1194.2 also provides for the following remedies:

22 In any action under Section 1194 . . . to recover wages because of
23 the payment of a wage less than the minimum wages fixed by an
24 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

25 49. Defendants have the ability to pay minimum wages for all time worked and have
26 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
27 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.
28

50. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

51. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

52. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock Employees spent without compensation by booting up their computers prior to logging into the timekeeping system and working with Defendants' clients before they clocked in and clocked out for the day, in excess of their eight-hour shift in a given work day. Employees regularly worked over 8 hours on a given day without receiving overtime compensation.

53. Furthermore, on information and belief, Defendants did not pay Plaintiffs and Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.

1 54. Therefore, during times when Plaintiffs and Employees worked overtime and
2 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
3 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

4 55. Defendants' failure to pay compensation in a timely fashion also constituted a
5 violation of California Labor Code § 204, which requires that all wages shall be paid
6 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
7 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
8 and overtime compensation earned by Employees. Each such failure to make a timely payment of
9 compensation to Employees constitutes a separate violation of California Labor Code § 204.

10 56. Employees have been damaged by these violations of California Labor Code §§
11 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

12 57. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
13 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
14 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
15 reasonable attorneys' fees and costs.

16 **THIRD CAUSE OF ACTION**

17 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

18 **(Against All Defendants)**

19 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 59. Employees regularly worked shifts greater than five (5) hours and greater than ten
22 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
23 more than five (5) hours without providing him or her with a meal period of not less than thirty
24 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
25 meal period of not less than thirty (30) minutes.

26 60. Defendants failed to provide Employees with meal periods as required under the
27 Labor Code. Employees were consistently required to work through their meal periods which they
28 were consistently denied. Employees were also required to take meal periods after working well

beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law.

61. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did pay meal period premiums, they did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

63. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

64. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

65. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

66. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC

1 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
2 accordance with this section, the employer shall pay the employee one hour of pay at the
3 employee's regular rate of compensation for each workday that the rest period is not provided.
4 Defendants failed to compensate the Employees in the Class for each rest period not provided or
5 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
6 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
7 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
8 or by otherwise incorrectly calculating the regular rate.

9 67. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
10 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
11 worked without the required rest breaks, a sum to be proven at trial.

12 **FIFTH CAUSE OF ACTION**
13 **FAILURE TO PAY VACATION WAGES**
14 **(Against All Defendants)**

15 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 69. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
18 employment policy provides for paid vacation and an employee is terminated without having
19 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
20 in accordance with said contract of employment or policy respecting eligibility or time served.

21 70. Defendants paid nondiscretionary commissions, incentive pay, and/or
22 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
23 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

24 71. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant
25 to Labor Code § 227.3.

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27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO COMPLY WITH LABOR CODE § 245 ET SEQ. AND 246**

3 **(Against All Defendants)**

4 72. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 73. California Labor Code § 245 et seq. requires that Defendants provide paid sick time
7 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
8 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
9 with the pay calculation under California Labor Code § 246(1).

10 74. Defendants paid nondiscretionary commissions, incentive pay, and/or
11 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
12 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
13 calculating the amount of paid sick time due when sick time is used according to the requirements
14 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
15 rate, in violation of the law.

16 75. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
17 Code § 245 et seq. and §§ 245 et seq. and 246.

18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

20 **IN VIOLATION OF LABOR CODE § 2802**

21 **(Against All Defendants)**

22 76. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 77. Under Labor Code § 2802(a) an employer must indemnify its employees for all
25 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
26 of his or her duties, or of his or her obedience to the directions of the employer.

27 78. Employees incurred necessary expenditures in the performance of their job duties
28 for Defendants, namely the cost of cell phone usage, which was necessary to perform their duties

1 under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and
2 continuing to the present, Defendants consistently failed to reimburse Employees for these
3 necessarily incurred business expenses.

4 79. As a result of the unlawful acts of Defendants, Employees have been deprived of
5 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
6 plus interest and penalties thereon, attorneys' fees, and costs.

7 **EIGHTH CAUSE OF ACTION**

8 **FAILURE TO COMPLY WITH**

9 **LABOR CODE § 2751**

10 **(Against All Defendants)**

11 80. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
12 full herein.

13 81. Labor Code §2751(a) states: "Whenever an employer enters into a contract of
14 employment with an employee for services to be rendered within this state and the contemplated
15 method of payment of the employee involves commissions, the contract shall be in writing and
16 shall set forth the method by which the commissions shall be computed and paid."

17 82. Further, Labor Code §2751(b) states in pertinent part: "The employer shall give a
18 signed copy of the contract to every employee who is a party thereto and shall obtain a signed
19 receipt for the contract from each employee."

20 83. During the relevant time period, Defendants had a consistent and uniform policy,
21 practice and procedure, when entering into contracts of employment with aggrieved employees for
22 services to be rendered within California and the contemplated method of payment involved
23 commissions, of failing to utilize a written contract signed by both the employer and employee
24 setting forth the method by which the commissions shall be computed and paid.

25 84. Defendants' pattern, practice and uniform administration of corporate policy
26 regarding commission contracts as described herein is unlawful and creates an entitlement to
27 recovery by Employees, in a civil action, to the extent allowed by law.

28 85. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor

1 Code § 2751.

2 **NINTH CAUSE OF ACTION**
3 **VIOLATION OF LABOR CODE § 226(a)**
4 **(Against All Defendants)**

5 86. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 87. California Labor Code § 226(a) requires an employer to furnish each of his or her
8 employees with an accurate, itemized statement in writing showing the gross and net earnings,
9 total hours worked, and the corresponding number of hours worked at each hourly rate; these
10 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
11 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
12 statements may be given to the employee separately from the payment of wages; in either case the
13 employer must give the employee these statements twice a month or each time wages are paid.

14 88. Defendants failed to provide Employees with accurate itemized wage statements in
15 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
16 Defendants, failed to include the above requirements enumerated above. Employees' wage
17 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and
18 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
20 The wage statements provided to Employees were confusing and required Employees to engage in
21 discovery and refer to outside sources to verify whether their pay was correct and potentially
22 resulting in a miscalculation by the Employees. Additionally, Specifically, Defendants failed in
23 their affirmative obligation to keep accurate records of the correct overtime wages based on proper
24 regular rate calculations that included nondiscretionary commissions, incentive pay, and/or
25 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
26 Moreover, the wage statements given to Employees by Defendants failed to accurately account for
27 wages, overtime, and premium pay for deficient meal periods and rest breaks, and automatically
28 deducted wages for alleged meal periods, all of which Defendants knew or reasonably should have

1 known were owed to Employees, as alleged hereinabove. The wage statements provided to
2 Employees were confusing and required Employees to engage in discovery and refer to outside
3 sources to verify whether their pay was correct and potentially resulting in a miscalculation by the
4 Employees.

5 89. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
6 Employees suffered injuries, including among other things confusion over whether they received
7 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
8 forcing them to make mathematical computations to analyze whether the wages paid in fact
9 compensated them correctly for all hours worked.

10 90. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
11 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
12 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
13 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
14 award of costs and reasonable attorneys' fees.

15 91. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
16 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
17 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
18 employee for each pay period.

19 92. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
20 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
21 shown according to proof.

22 **TENTH CAUSE OF ACTION**

23 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**

24 **AND 1174.5**

25 **(Against All Defendants)**

26 93. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 94. California Labor Code § 1174 requires that all employers shall keep accurate time

1 and wage records for all employees. California Labor Code § 1174.5 further requires that any
2 employee suffering injury due to a willful violation of the aforementioned obligations may seek
3 damages, including civil penalties, from the employer.

4 95. During the course of Plaintiff's and Employees' employment, Defendants
5 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
6 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
7 overtime, and premium pay as discussed above.

8 96. Accordingly, Defendants are liable for civil penalties pursuant to the California
9 Labor Code §§ 1174.5, for the three (3) years prior to the filing of this Complaint.

10 **ELEVENTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 97. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 98. Numerous Employees are no longer employed by Defendants; they either quit
16 Defendants' employ or were fired therefrom.

17 99. Defendants failed to pay these Employees all wages due and certain at the time of
18 termination or within seventy-two (72) hours of resignation.

19 100. The wages withheld from these Employees by Defendants remained due and owing
20 for more than thirty (30) days from the date of separation of employment.

21 101. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
22 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
23 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
24 to thirty (30) days from the date they were due.

25 **TWELVTH CAUSE OF ACTION**
26 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**
27 **(Against All Defendants)**

28 102. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 103. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
3 pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in
4 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
5 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
6 meaning of Code of Civil Procedure
7 § 1021.5.

8 104. Plaintiff is a “person” within the meaning of Business & Professions Code
9 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
10 relief, restitution, and other appropriate equitable relief.

11 105. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
12 business practices.

13 106. Wage-and-hour laws express fundamental public policies. Paying employees their
14 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
15 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
16 to enforce minimum labor standards, to ensure that employees are not required or permitted to
17 work under substandard and unlawful conditions, and to protect law-abiding employers and their
18 employees from competitors who lower costs to themselves by failing to comply with minimum
19 labor standards.

20 107. Defendants have violated statutes and public policies. Through the conduct alleged
21 in this Complaint Defendants have acted contrary to these public policies, have violated specific
22 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
23 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiff,
24 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
25 guaranteed to all employees under the law.

26 108. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
27 violation of the Business & Professions Code § 17200 et seq.

28 109. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and

overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200 et seq.

110. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

111. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

THIRTEENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.

(Against All Defendants)

1. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

2. Plaintiff and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

3. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699 *et seq.* 2751, and 2802.

4. The penalties shall be allocated as follows: 75% to the Labor and Workforce Development Agency (LWDA) and 25% to the affected employee.

5. Employees also seek any and all penalties and remedies set forth in Labor Code

§ 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

97. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

98. Plaintiff has exhausted her administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on September 23, 2021. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

///

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 2751 for Employees, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 226.3, as may be proven;
9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
10. For penalties pursuant to Labor Code § 227.3, as may be proven;
11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
12. For penalties pursuant to Labor Code § 1174.5, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq., including disgorgement or profits, as may be proven;
14. For penalties pursuant to Labor Code § 2699, et seq., as may be proven;
15. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants

1 from four (4) years prior to the original filing of this action, as may be proven;

2 16. For an order enjoining Defendants and their agents, servants, and employees, and
3 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
4 duties adumbrated in this Complaint;

5 17. For all general, special, and incidental damages as may be proven;

6 18. For an award of pre-judgment and post-judgment interest;

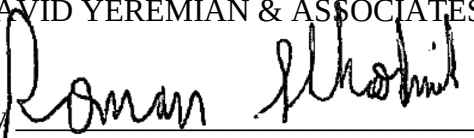
7 19. For an award providing for the payment of the costs of this suit;

8 20. For an award of attorneys' fees; and

9 21. For such other and further relief as this Court may deem proper and just.

10
11 DATED: June 13, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

12
13 By 

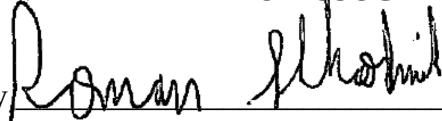
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
SASHA BALABANOFF
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: June 13, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

By 

David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
SASHA BALABANOFF
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 2540 Foothill Blvd., Suite 201, La Crescenta, CA 91214.

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[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at La Crescenta, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on June 14, 2023, at La Crescenta, California.

Natalia Bermudes
Natalia Bermudes