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Individually and on behalf of all others similarly situated

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Superior Court of CA,
County of Santa Clara
22CV396462
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

22CV396462

JAMIE LONG, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

JUNIPER NETWORKS (US), INC.; and
Does 1-10, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Provide Rest Breaks;
5. Failure to Pay Wages Upon Separation of
Employment and Within the Required
Time;
6. Failure to Furnish Accurate and Itemized
Wage Statements;
7. Failure to Reimburse All Business
Expenses;
8. Failure to Produce All Employment
Records;
9. Violation of California Business
Professions Code § 17200, *et seq.*; and
10. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

DEMAND FOR JURY TRIAL

1 Plaintiff Jamie Long (“Plaintiff”), individually and on behalf of all others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff is an individual who worked for Defendant Juniper Networks (US), Inc. and
5 Does 1 through 10, inclusive (“Defendants”). She brings this action to recover lost wages, lost
6 overtime, reimbursement of expenses, and other relief described herein.

7 2. Defendants are in the business of developing and marketing networking products to
8 customers throughout California.

9 3. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code (“Labor Code”), all of which
11 contribute to Defendants’ deliberate unfair competition.

12 4. Plaintiff is informed and believes, and thereon alleges, during the relevant time
13 period, Defendants had a consistent policy of violating state wage and hour laws by, among other
14 things:

- 15 (a) Failing to pay all wages for all hours worked, including minimum and
16 overtime wages;
- 17 (b) Failing to provide meal periods or compensation in lieu thereof;
- 18 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
19 thereof;
- 20 (d) Failing to pay all wages due upon separation of employment;
- 21 (e) Willfully failing to provide accurate and itemized wage statements;
- 22 (f) Failing to reimburse all business expenses incurred by workers in direct
23 consequence of the discharge of his or her duties; and
- 24 (g) Failing to produce all employment records.

25 5. Plaintiff brings this lawsuit seeking monetary relief against Defendants on behalf of
26 herself and all others similarly situated to recover, among other things, unpaid wages and benefits,
27 interest, attorney’s fees, costs, and expenses and penalties pursuant to Labor Code §§ 201-204, 210,
28 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5, 2800, 2698, and 2802.

6. Plaintiff, on behalf of herself and all class members, pursuant to Business and Professions Code sections 17200, *et seq*, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this Complaint.

JURISDICTION AND VENUE

7. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all cases except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

10. Venue is proper in this Court because, upon information and belief, Plaintiff worked for Defendants in this county, Defendants transact business in this county, and acts and omissions alleged herein took place in this county.

THE PARTIES

11. Plaintiff is a citizen of California. Plaintiff worked for Defendants from approximately October of 2017 to February of 2021. Details regarding Plaintiff's precise hours, pay, and revenue generated for Defendants are available by reference to Defendants' records.

12. Defendants were and are, upon information and belief, a California corporation doing business throughout the State of California, and at all times hereinafter mentioned, an employer as defined in and subject to the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, whose employees are and were engaged throughout this county and the State of California.

13. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants sued herein as Does 1 to 10, inclusive, are currently unknown to Plaintiff, who

1 therefore sues said Defendants by such fictitious names under California Code of Civil Procedure
2 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
3 designated herein as a Doe is legally responsible in some manner for the unlawful acts referred to
4 herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
5 capacities of the Defendants designated hereinafter as Does when such identities become known.

6 14. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in
7 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
8 business plan, or policy in all respects pertinent hereto, and the acts of each Defendants are legally
9 attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employers
10 and/or joint employers of Plaintiff and the class members.

11 **CLASS ACTION ALLEGATIONS**

12 15. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of herself
13 and all other members of the general public similarly situated who were affected by Defendants’
14 Labor Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

15 16. All claims alleged herein arise under California law for which Plaintiff seeks relief
16 authorized by California law.

17 17. Plaintiff’s proposed Class consists of and is defined as follows:

18 Class

19 All commissioned employees of Defendants in the State of California
20 employed by Defendants during the Class Period (four years plus 178 days
before the filing of this complaint until trial).

21 18. Plaintiff also seeks to certify the following Subclass of employees:

22 Waiting Time Subclass

23 All members of the Class who separated their employment from Defendants from
three years plus 178 days before the filing of this complaint to the date of trial.¹

24 19. Members of the Class described above will collectively be referred to as “class
25 members.” Plaintiff reserves the right to establish other or additional subclasses, or modify any Class
26 or Subclass definition, as appropriate based on investigation, discovery, and specific theories of

27 _____
28 ¹ The statute of limitations for this matter was tolled from April 9, 2020 to October 1, 2020 pursuant
to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 liability.

2 20. This action has been brought and may properly be maintained as a class action under
3 the California Code of Civil Procedure § 382 because there are common questions of law and fact as
4 to the Class that predominate over questions affecting only individual members including, but not
5 limited to:

- 6 a. Whether Defendants failed to pay at least minimum wage for all hours worked
7 by Plaintiff and class members;
- 8 b. Whether Defendants failed to pay overtime wages earned by Plaintiff and
9 class members;
- 10 c. Whether Defendants failed to provide Plaintiff and class members with meal
11 periods;
- 12 d. Whether Defendants deprived Plaintiff and class members of paid rest breaks
13 or required Plaintiff and class members to work through rest breaks without
14 compensation;
- 15 e. Whether Defendants failed to pay all wages and commissions due upon
16 separation of employment;
- 17 f. Whether Defendants failed to furnish Plaintiff and class members with
18 accurate itemized wage statements;
- 19 g. Whether Defendants failed to reimburse Plaintiff and class members for
20 business expenses, including for use of their personal cellular phone used for
21 work-related purposes and the cost of their home internet for work-related
22 purposes while working from home;
- 23 h. Whether Defendants failed to produce all employment records for Plaintiff
24 and class members; and
- 25 i. Whether Defendants engaged in unfair business practices in violation of
26 Business & Professions Code §§ 17200, *et seq.*

27 21. There is a well-defined community of interest in the litigation and the Class is readily
28 ascertainable.

- 1 (a) Numerosity: The members of the Class are so numerous that joinder of all
2 members is impractical. Although the members of the Class are unknown to
3 Plaintiff at this time, on information and belief, the Class is estimated to be
4 greater than 100 individuals. The identities of the class members are readily
5 ascertainable by inspection of Defendants' employment and payroll records.
- 6 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
7 claims (or defenses, if any) of the Class because Defendants' failure to comply
8 with the provisions of California wage and hour laws entitled each class
9 member to similar pay, benefits, and other relief. The injuries sustained by
10 Plaintiff are also typical of the injuries sustained by the Class because they
11 arise out of and are caused by Defendants' common course of conduct as
12 alleged herein.
- 13 (c) Adequacy: Plaintiff is qualified to and will fairly and adequately represent
14 and protect the interests of all members of the Class because it is in her best
15 interests to prosecute the claims alleged herein to obtain full compensation
16 and penalties due to her and the Class. Plaintiff's attorneys, as proposed class
17 counsel, are competent and experienced in litigating large employment class
18 actions and are versed in the rules governing class action discovery,
19 certification, and settlement. Plaintiff has incurred and, throughout the
20 duration of this action, will continue to incur attorneys' fees and costs that
21 have been and will be necessarily expended for the prosecution of this action
22 for the substantial benefit of each class member.
- 23 (d) Superiority: The nature of this action makes the use of class action
24 adjudication superior to other methods. A class action will achieve economies
25 of time, effort, and expense as compared with separate lawsuits, and will avoid
26 inconsistent outcomes because the same issues can be adjudicated in the same
27 manner and at the same time for each Class. If appropriate this Court can, and
28 is empowered to, fashion methods to efficiently manage this case as a class

1 action.

2 (e) Public Policy Considerations: Employers in the State of California and other
3 states violate employment and labor laws every day. Current employees are
4 often afraid to assert their rights out of fear of direct or indirect retaliation.
5 Former employees are fearful of bringing actions because they believe their
6 former employers might damage their future endeavors through negative
7 references and/or other means. Class actions provide the class members who
8 are not named in the complaint with a type of anonymity that allows for the
9 vindication of their rights at the same time as affording them privacy
10 protections.

11 **GENERAL ALLEGATIONS OF WAGE AND HOUR VIOLATIONS**

12 22. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
13 pattern of wage and hour violations under the California Labor Code and IWC Wage Orders, all of
14 which contribute to Defendants' deliberate unfair competition.

15 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to receive wages for all time
17 worked (including minimum and overtime wages) and that they were not receiving all wages earned
18 for work that was required to be performed. In violation of the Labor Code and IWC Wage Orders,
19 Plaintiff and class members were not paid wages (including minimum and overtime wages) for all
20 hours worked when Defendants failed to pay or underpaid Plaintiff and class members for all hours
21 worked, and failed to pay for time spent in meal and rest breaks, among other things.

22 24. Plaintiffs is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive all meal periods or
24 payment of one (1) additional hour of pay at Plaintiff's and class members' regular rate of pay when
25 they did not receive a timely, uninterrupted meal period. In violation of the Labor Code and IWC
26 Wage Orders, Plaintiff and class members did not receive all meal periods or payment of one (1)
27 additional hour of pay at Plaintiff's and class members' regular rate of pay when they did not receive
28 a timely, uninterrupted meal period.

1 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to receive all rest breaks or
3 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay when a
4 rest break was missed, and were entitled to payment of wages for time spent when rest breaks were
5 taken. In violation of the Labor Code and IWC Wage Orders, Plaintiff and class members did not
6 receive paid rest breaks or payment of one (1) additional hour of pay at Plaintiff and class members'
7 regular rate of pay when a rest break was missed.

8 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and Waiting Time class members were entitled to timely payment
10 of wages upon separation of employment. In violation of the California Labor Code, Plaintiff and
11 Waiting Time class members did not receive payment of all wages including, but not limited to,
12 unpaid wages within permissible time periods.

13 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive complete and accurate
15 wage statements in accordance with California law. In violation of the California Labor Code,
16 Plaintiff and class members were not furnished with complete and accurate wage statements showing
17 their total hours worked, number of hours worked at each hourly rate, and gross and net wages,
18 among other things.

19 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to reimbursement for necessary
21 expenditures incurred in connection with the performance and execution of their job duties. In
22 violation of the California Labor Code, Plaintiff and class members did not receive adequate
23 reimbursement for necessary business expenses, including but not limited to, reimbursement for use
24 of their personal cellular phones and for home internet expenses.

25 29. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
26 herein, Defendants knew or should have known that it had a duty to produce Plaintiff's entire
27 personnel file and employment records. In violation of the California Labor Code, Plaintiff was not
28 provided with her entire personnel file, including her time records and wage statements upon request.

30. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants knew or should have known that it had a duty to compensate Plaintiff and class members, and that Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so, all in order to increase Defendants' profits.

31. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief against Defendants on behalf of herself and all class members to recover, among other things, unpaid wages, interest, attorney's fees, penalties, reimbursements, costs, and expenses.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197; Violation of IWC Wage Order)

32. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

33. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

34. Defendants regularly failed to pay at least minimum wage to Plaintiff and class members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

35. Defendants' failure to pay Plaintiff and class members the minimum wage as required violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees.

36. Pursuant to Labor Code § 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order)

37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

1 38. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful
2 to employ persons without compensating them at a rate of pay either one and one-half (1½) or
3 two (2) times the person's regular rate of pay, depending on the number of hours or days worked
4 by the person on a daily or weekly basis.

5 39. Specifically, the applicable IWC Wage Orders provide that Defendants are and
6 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one and
7 one-half times (1½) their regular rate of pay when working and for all hours worked in excess of
8 eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8)
9 hours of work on the seventh day of work in a workweek.

10 40. The applicable IWC Wage Orders further provide that Defendants are and were
11 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times their
12 regular rate of pay when working and for all hours worked in excess of twelve (12) hours in a day
13 or in excess of eight (8) hours on the seventh day of work in a workweek.

14 41. California Labor Code § 510 codifies the right to overtime compensation at one and
15 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day
16 or forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive
17 day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess
18 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in
19 a workweek.

20 42. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
21 of more than six days in a workweek is only permissible if the employer pays proper overtime
22 compensation as set forth herein.

23 43. Plaintiff and Class Members were non-exempt employees entitled to the protections
24 of California Labor Code §§ 510 and 1194.

25 44. During the relevant time period, Defendants failed to pay Plaintiff and Class
26 Members overtime wages for all overtime hours worked when Plaintiff and Class Members
27 worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or for a seventh
28 consecutive day of work in a workweek, or when Plaintiff and Class Members worked in excess

1 of twelve (12) hours in a day and/or in excess of eight (8) hours on the seventh day of work in a
2 work week.

3 45. In violation of state law, Defendants knowingly and willfully refused to perform
4 their obligations and compensate Plaintiff and Class Members for all wages earned and all hours
5 worked.

6 46. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
7 overtime and double time compensation, as required by California law, violates the provisions of
8 Labor Code §§ 510 and 1198, and is therefore unlawful.

9 47. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover
10 their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

14 48. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
15 though fully set forth herein.

16 49. Labor Code § 226.7 provides that no employer shall require an employee to work
17 during any meal period mandated by the IWC Wage Orders.

18 50. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall employ
19 any person for a work period of more than five (5) hours without a meal period of not less than 30
20 minutes, except that when a work period of not more than six (6) hours will complete the day's
21 work the meal period may be waived by mutual consent of the employer and the employee."

22 51. Labor Code § 512(a) provides that an employer may not require, cause, or permit
23 an employee to work for a period of more than five (5) hours per day without providing the
24 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the
25 total work period per day of the employee is not more than six (6) hours, the meal period may be
26 waived by mutual consent of both the employer and the employee.

27 52. Labor Code § 512(a) also provides that an employer may not employ an employee
28 for a work period of more than ten (10) hours per day without providing the employee with a second

1 meal period of not less than thirty (30) minutes, except that if the total hours worked is no more
2 than twelve (12) hours, the second meal period may be waived by mutual consent of the employer
3 and the employee only if the first meal period was not waived.

4 53. During the relevant time period, Plaintiff and Class Members did not receive
5 compliant meal periods for working more than five (5) and/or ten (10) hours per day because their
6 meal periods were missed, late, short, interrupted, and/or they were not permitted to take a second
7 meal period.

8 54. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order requires
9 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
10 compensation for each workday that a compliant meal period is not provided.

11 55. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
12 period premiums for missed, late, short, and/or interrupted meal periods pursuant to Labor Code §
13 226.7(b) and section 11 of the applicable IWC Wage Order.

14 56. As a result of Defendants' failure to pay Plaintiff and Class Members an additional
15 hour of pay for each day a compliant meal period was not provided, Plaintiff and Class Members
16 suffered and continue to suffer a loss of wages and compensation.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE REST BREAKS**

19 **(Violation of Labor Code § 226.7; Violation of IWC Wage Order)**

20 57. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 58. Labor Code § 226.7(a) provides that no employer shall require an employee to work
23 during any rest period mandated by the IWC Wage Orders.

24 59. Section 12 of the applicable IWC Wage Order states "every employer shall authorize
25 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of
26 each work period" and the "authorized rest period time shall be based on the total hours worked daily
27 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the
28 total daily work time is less than three and one-half (3½) hours.

60. Labor Code 226.7(d) provides that a rest period mandated by state law or IWC Wage Order “shall be counted as hours worked, for which there shall be no deduction from wages.”

61. During the relevant time period, Plaintiff and class members did not receive a ten (10) minute net rest period for every four (4) hours or major fraction thereof worked because they were required to work through their daily rest periods and/or were not authorized to take their rest periods.

62. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

63. At all relevant times, Defendants failed to pay Plaintiff and class members the full rest period premium for missed or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

64. As a result of Defendants’ failure to pay Plaintiff and class members an additional hour of pay for each day a rest period was not provided, Plaintiff and class members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON SEPARATION

OF EMPLOYMENT AND WITHIN THE REQUIRED TIME

(Violations of Labor Code §§ 201, 202, 203 and 210; Violation of IWC Wage Order)

65. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs, as though fully set forth herein.

66. California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

67. During the relevant time period, Defendants willfully failed to pay Plaintiff and Waiting Time Subclass Members all their earned wages and commissions due upon termination

1 including, but not limited to, minimum wages, either at the time of discharge or within seventy-two
2 (72) hours of their leaving Defendants' employ.

3 68. Defendants' failure to pay Plaintiff and Waiting Time Subclass Members all their
4 earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants'
5 employ is in violation of California Labor Code §§ 201 and 202.

6 69. California Labor Code § 203 provides that if an employer willfully fails to pay wages
7 owed promptly upon discharge or resignation as required under California Labor Code §§ 201 and
8 202, then the wages of the employee shall continue as a penalty from the due date, and at the same
9 rate until paid or until an action is commenced; but the wages shall not continue for more than thirty
10 (30) days.

11 70. Defendants willfully failed to pay Plaintiff and Waiting Time Subclass Members all
12 wages due and, as a result, owe Plaintiff and Waiting Time Subclass Members regular daily wages
13 for each day they were not paid at their regular rates of pay for up to a thirty (30) day maximum
14 pursuant to California Labor Code § 203 all in an amount to be shown according to proof at trial.

15 71. Based on these violations, Plaintiff and the Waiting Time Subclass she seeks to
16 represent, request relief as described herein and below.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

19 **(Violation of Labor Code § 226; Violation of IWC Wage Order)**

20 72. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs, as
21 though fully set forth herein.

22 73. California Labor Code § 226(a) requires employers to furnish their employees with
23 an accurate itemized writing that shows gross wages earned, total hours worked, all deductions, net
24 wages earned, the inclusive dates of the period for which the employee is paid, the name of the
25 employee and the portion of his or her social security number as required by law, the name and
26 address of the legal entity that is the employer, and all applicable hourly rates in effect during the
27 pay period and the corresponding number of hours worked at each hourly rate by the employee.

28 74. In addition, pursuant to Labor Code § 226.2(a)(2), the itemized statements of

1 employees paid on a piece-rate basis shall also state (1) the total hours of compensable rest and
2 recovery periods, the rate of compensation, and the gross wages paid for those periods during the
3 pay period; and (2) the total hours of other nonproductive time, the rate of compensation, and the
4 gross wages paid for that time during the pay period.

5 75. Defendants have intentionally and willfully failed to provide Plaintiff and class
6 members with complete and accurate wage statements. The deficiencies include, among other things,
7 the failure to list the total hours worked, number of hours worked at each hourly rate, and gross and
8 net wages.

9 76. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
10 class members have suffered injury and damage to their statutorily protected rights. Specifically,
11 Plaintiff and class members have been injured by Defendants' intentional violation of California
12 Labor Code § 226(a) because they were denied both their legal right to receive, and their protected
13 interest in receiving, accurate itemized wage statements under California Labor Code § 226(a). In
14 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
15 Defendants have prevented Plaintiff and class members from determining if all hours worked were
16 paid at the appropriate rate and the extent of the underpayment. Plaintiff has had to file this lawsuit
17 in order to analyze whether in fact Plaintiff was paid correctly and the extent of the underpayment,
18 thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in
19 these efforts and incur these costs had Defendants provided the accurate rate of pay. This has also
20 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

21 77. California Labor Code § 226(a) requires an employer to pay the greater of all actual
22 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one
23 hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus attorney's
24 fees and costs, to each employee who was injured by the employer's failure to comply with California
25 Labor Code § 226(a).

26 78. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
27 class members from knowing, understanding, and disputing the wages paid to them, and resulted in
28 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and

1 intentional failure to comply with California Labor Code § 226(a), Plaintiff and class members have
2 suffered an injury, the exact amount of damages and/or penalties is all in an amount to be shown
3 according to proof at trial.

4 79. Plaintiff and class members are also entitled to injunctive relief under California
5 Labor Code § 226(g) compelling Defendants to comply with California Labor Code § 226 and seek
6 the recovery of attorney's fees and costs incurred in obtaining this injunctive relief.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**

9 **(Violation of Labor Code §§ 2800, 2802; Violation of IWC Wage Order)**

10 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 81. Labor Code § 2800 states that an employer shall in all cases indemnify his employee
13 for losses.

14 82. Labor Code § 2802 requires employers to indemnify their employees for all
15 necessary expenditures or losses incurred by employees in direct consequence of the discharge of
16 their duties.

17 83. Section 9 of the applicable IWC Wage Order states that when tools or equipment
18 are required by the employer or are necessary to the performance of a job, such tools and equipment
19 shall be provided and maintained by the employer.

20 84. During the relevant time period, Defendants required Plaintiff and class members to
21 use their cellular phones for work-related communication and other work-related matters without
22 paying Plaintiff and other class members for a reasonable percentage of their cell phone bills.

23 85. Defendants also required Plaintiff and class members to use their home internet for
24 work-related purposes when working from home without reimbursement for home internet
25 expenses, equipment, and fees.

26 86. In violation of Labor Code §§ 2800 and 2802, Defendants failed to indemnify
27 Plaintiff and class members for these expenses.

28 87. In committing the violations as herein alleged, Defendants have intentionally and

1 willfully failed to fully reimburse Plaintiff and class members for necessary business-related costs
2 and expenses. As a direct result, Plaintiff and class members have suffered and continue to suffer
3 substantial losses relating to the use and enjoyment of such compensation, wages, expenses, and
4 attorney's fees.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO PRODUCE ALL EMPLOYMENT RECORDS**

7 **(Violation of Labor Code §§ 226, 1198.5; Violation of IWC Wage Order)**

8 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
9 though fully set forth herein.

10 89. California Labor Code § 226(c) provides that an employer who receives a written or
11 oral request to inspect or receive a copy of records shall comply with the request as soon as
12 practicable, but no later than 21 calendar days from the date of request.

13 90. California Labor Code § 1198.5(b)(1) provides that an employer make the content
14 of the employees' personnel records available for inspection to the current or former employee, or
15 their representative, at reasonable intervals and at reasonable times, but not later than 30 calendar
16 days from the date the employer receives a written request.

17 91. The "Records" Section of applicable IWC Wage Order provides that every
18 employer shall keep accurate information with respect to each employee including the following:
19 "... (3) Time records showing when the employee begins and ends each work period. Meal periods,
20 split shift intervals and total daily hours worked shall also be recorded. Meal periods during which
21 operations cease and authorized rest periods need not be recorded."

22 92. Defendants were required to provide Plaintiff her personnel file, including her time
23 records and wage statements upon request, but failed to do so.

24 93. Accordingly, Plaintiff, on behalf of herself and members of the Plaintiff Class,
25 requests relief as detailed below.

26 **NINTH CAUSE OF ACTION**

27 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

28 94. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs, as

1 though fully set forth herein.

2 95. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of unfair
3 competition, which includes any "unlawful, unfair or fraudulent business act or practice"

4 96. A violation of California Business and Professions Code §§ 17200, *et seq.* may be
5 predicated on the violation of any state or federal law. In the instant case, Defendants' policies and
6 practices have violated state law causing Plaintiff and class members to suffer and continue to suffer
7 injuries in fact. As alleged herein, Defendants systematically engaged in unlawful conduct in
8 violation of the California Labor Code and IWC Wage Orders, such as failing to pay minimum
9 wages, failing to pay overtime wages, failing to provide meal periods, failing to authorize or permit
10 paid rest breaks, failing to pay all wages and commissions due and owed upon separation of
11 employment and in a timely manner, failing to furnish accurate wage statements, failing to reimburse
12 business expenses, and failing to produce all employment records, all in order to decrease their costs
13 of doing business and increase their profits.

14 97. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
15 class members wages and monies, thereby creating for Defendants an artificially lower cost of doing
16 business in order to undercut their competitors and establish and/or gain a greater foothold in the
17 marketplace.

18 98. At the time Plaintiff and class members were hired, Defendants knowingly,
19 intentionally and wrongfully misrepresented to each of them their conformance with the California
20 Labor Code and IWC Wage Orders including proper payments required by law.

21 99. At all relevant times herein, Defendants held themselves out to Plaintiff and class
22 members as being knowledgeable concerning the labor laws of California.

23 100. At all times relevant herein, Plaintiff and class members relied on and believed
24 Defendants' representations concerning their conformance with California's wage and hour laws all
25 to their detriment.

26 101. As a result of Defendants' intentional, willful, purposeful, and wrongful
27 misrepresentation of their conformance with the California Labor Code and IWC Wage Orders,
28 Plaintiff and class members suffered a loss of wages and monies, all in an amount to be shown

1 according to proof at trial. By violating the foregoing statutes and regulations as herein alleged,
2 Defendants' acts constitute unfair and unlawful business practices under California Business and
3 Professions Code §§ 17200, *et seq.*

4 102. Defendants' violations of the California Labor Code and IWC Wage Orders and their
5 scheme to lower their payroll costs as alleged herein, constitute unlawful business practices because
6 they were done in a systematic manner over a period of time to the detriment of Plaintiff and class
7 members.

8 103. As a result of the unfair business practices of Defendants, as alleged herein, Plaintiff
9 and class members are entitled to injunctive relief, disgorgement, and restitution in an amount to be
10 shown according to proof at trial.

11 104. Plaintiff seeks to enforce important rights affecting the public interest within the
12 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein,
13 has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, class members and to the
14 general public. Based on Defendants' conduct as alleged herein, Plaintiff and class members are
15 entitled to an award of attorney's fees pursuant to California Code of Civil Procedure § 1021.5.

16 **TENTH CAUSE OF ACTION**

17 **ENFORCEMENT OF LABOR CODE § 2698, ET SEQ.**

18 105. Plaintiff hereby re-alleges and incorporates by reference all paragraphs as though
19 fully set forth herein.

20 106. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for
21 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
22 ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for
23 violation of the code may, as an alternative, be recovered through a civil action brought by an
24 aggrieved employee on behalf of herself and other current or former employees pursuant to the
25 procedures specified in Labor Code § 2699.3.

26 107. Defendants' conduct violates numerous Labor Code sections including, but not
27 limited to, the following:

28 (a) Violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 511, 558, 1182.12, 1194,

1 1197 and 1198 for failure to timely pay all earned wages (including minimum wages, and overtime
2 wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of
3 employment as herein alleged;

4 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
5 Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods
6 as herein alleged;

7 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other
8 aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

9 (d) Violation of Labor Code § 226 for failing to provide accurate, itemized wage
10 statements;

11 (e) Violation of Labor Code §§ 2800 and 2802 for failure to reimburse reasonable and
12 necessary business expenses of Plaintiff and other aggrieved employees as herein alleged;

13 (f) Violation of Labor Code §§ 226 and 1198.5 for failure to produce all employment
14 records;

15 108. Plaintiff is an “aggrieved employee” because she was employed by the alleged
16 violators and had one or more of the alleged violations committed against her, and therefore is
17 properly suited to represent the interests of all other aggrieved employees.

18 109. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to
19 Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other
20 aggrieved employees under PAGA.

21 110. PAGA imposes a penalty of one hundred dollars (\$100.00) for each aggrieved
22 employee per pay period for the initial violation and two hundred dollars (\$200.00) for each
23 aggrieved employee per pay period for each subsequent violation.

24 111. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover
25 civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

26 112. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
27 herein.

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of all others similarly situated, prays for judgment against Defendants as follows:

1. For certification of the proposed Class and Waiting Time Subclass and any other appropriate subclasses under California Code of Civil Procedure § 382;
2. For appointment of Jamie Long as the class representative;
3. For appointment of Lebe Law, APLC as class counsel for all purposes;
4. For general damages;
5. For special damages;
6. For liquidated damages pursuant to California Labor Code § 1194.2;
7. For statutory penalties to the extent permitted by law, including those pursuant to the California Labor Code and IWC Wage Orders;
8. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
9. For restitution as provided by California Business and Professions Code §§ 17200, *et seq.*;
10. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under California Business and Professions Code §§ 17200, *et seq.*;
11. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties according to proof, including interest thereon;
12. For pre-judgment interest;
13. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Code of Civil Procedure § 1021.5 and California Labor Code §§ 226(e), 1194 and 2802(c);
14. For civil penalties; and
15. For such other relief as the Court deems just and proper.

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Dated: April 4, 2022

Lebe Law, APLC



By: _____

Jonathan M. Lebe
Annaliz Loera
Nicolas W. Tomas
Attorneys for Plaintiff Jamie Long

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: April 4, 2022

Lebe Law, APLC



By: _____

Jonathan M. Lebe
Annaliz Loera
Nicolas W. Tomas
Attorneys for Plaintiff Jamie Long