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Attorneys for Plaintiff
YU HEE STACY KIM, individually and on
behalf of other persons similarly situated and
aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

YU HEE STACY KIM, individually and on
behalf of other persons similarly situated and
aggrieved,

Plaintiff,

vs.

AKORBI WORKFORCE SOLUTIONS, LLC, a
Texas limited liability company; GOOGLE
LLC, a Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **22CV401795**

CLASS ACTION COMPLAINT:

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay Minimum Wages;
5. Failure to Pay All Wages Due to Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Wage Statements;
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties;
9. Unfair and Unlawful Business Practices.

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

1 Plaintiff YU HEE STACY KIM (“PLAINTIFF”), an individual, demanding a jury trial, on
2 behalf of herself and other persons similarly situated and aggrieved, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other similarly-situated
5 current and former non-exempt employees of Defendants AKORBI WORKFORCE SOLUTIONS,
6 LLC (“AKORBI”), GOOGLE LLC (“GOOGLE”), and DOES 1 through 50 inclusive (collectively,
7 “DEFENDANTS”) in the State of California during the relevant statutory period to recover
8 penalties arising from DEFENDANTS’ failure to provide employees meal and rest periods (or
9 compensation therefore) as required under California law, failure to provide minimum and
10 overtimes wages for all hours worked, failure to timely pay wages during employment, failure to
11 pay wages due upon separation, failure to maintain required records, failure to provide accurate
12 itemized wage statements, and failure to indemnify employees for necessary expenditures and/or
13 losses incurred the discharge of their duties. PLAINTIFF also seeks penalties, interest, attorneys’
14 fees, costs and expenses, and equitable, restitutionary and injunctive relief.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because
17 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are authorized
18 to do conduct business in California and/or regularly conduct business in California. Further, no
19 federal question is at issue because the claims are based solely on California law.

20 3. Venue is proper in this judicial district and the County of Santa Clara, California
21 because DEFENDANTS maintain offices and facilities and transact business in the County of Santa
22 Clara, and DEFENDANTS’ illegal policies and practices which are the subject of this action were
23 applied, at least in part, to PLAINTIFF and other persons similarly situated in the County of Santa
24 Clara.

25 **PLAINTIFF**

26 4. PLAINTIFF is a citizen and resident of the State of California. On or about
27 November 7, 2021, PLAINTIFF began working as a preschool teacher for DEFENDANTS in Palo
28 Alto, California. Specifically, PLAINTIFF served as a preschool teacher at GOOGLE.

1 PLAINTIFF's employment ended on or about March 2022. At all times material to this complaint,
2 PLAINTIFF was employed by DEFENDANTS in the State of California as a non-exempt
3 employee.

4 5. PLAINTIFF brings this action on behalf of herself and the following similarly
5 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt employees
6 of DEFENDANTS in the State of California at any time within the period beginning four (4) years
7 prior to the filing of this action and ending at the time this action settles or proceeds to final
8 judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right to name additional class
9 representatives.

10 **DEFENDANTS**

11 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
12 AKORBI is, and at all times relevant hereto was, a Texas limited liability company. PLAINTIFF
13 is further informed and believes, and thereon alleges, that AKORBI is authorized to and does
14 conduct business in the State of California. Specifically, AKORBI maintains offices and facilities
15 and conducts business in, and engages in illegal payroll practices or policies in the County of Santa
16 Clara, State of California.

17 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
18 GOOGLE is, and at all times relevant hereto was, a Delaware limited liability company.
19 PLAINTIFF is further informed and believes, and thereon alleges, that GOOGLE is authorized to
20 and does conduct business in the State of California. Specifically, GOOGLE maintains offices and
21 facilities and conducts business in, and engages in illegal payroll practices or policies in the County
22 of Santa Clara, State of California.

23 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
24 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
25 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated
26 as a DOE is in some manner highly responsible for the occurrences alleged herein, and that
27 PLAINTIFF and other CLASS MEMBERS' injuries and damages, as alleged herein, were
28 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the

1 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
2 when ascertained.

3 9. At all relevant times herein, DEFENDANTS were the joint employers of
4 PLAINTIFF and other CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
5 alleges, that at all times material to this Complaint DEFENDANTS were the alter egos, divisions,
6 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
7 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
8 of each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each
9 was the alter ego of the other.

10 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
11 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
12 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
13 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and
14 other CLASS MEMBERS all wages earned and due, through methods and schemes which include,
15 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
16 failing to properly maintain records; failing to provide accurate itemized statements for each pay
17 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
18 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
19 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

20 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
21 of the acts and omissions alleged herein were performed by, and/or attributable to, all
22 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of,
23 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
24 scope of said agency, employment and/or direction and control.

25 12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
26 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
27 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
28 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1994, or 2802.

13. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

FACTUAL ALLEGATIONS

14. Throughout PLAINTIFF's employment, PLAINTIFF and other similarly situated and aggrieved employees were denied off-duty, uninterrupted meal and rest breaks. PLAINTIFF and other similarly situated aggrieved employees were given short meal breaks, provided meal breaks late (after the fifth hour of work for the first meal period and/or after the tenth hour of work for the second meal period), had their meal breaks interrupted, and/or were denied their meal breaks entirely.

15. Similarly, DEFENDANTS consistently failed to authorize and permit PLAINTIFF and other similarly situated and aggrieved employees off-duty rest breaks, including failing to authorize and permit PLAINTIFF and other similarly situated aggrieved employees to take rest breaks in the middle of each work period insofar as practicable.

16. DEFENDANTS did not compensate PLAINTIFF and other similarly situated and aggrieved employees for their missed meal and rest breaks.

17. Further, PLAINTIFF and other similarly situated and aggrieved employees often worked either more than 8 hours per day and/or more than 40 hours per week, but DEFENDANTS did not compensate them for their overtime work.

18. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS' frequently provided non-compliant, inaccurate wage statements and failed to properly maintain records for PLAINTIFF and other similarly situated and aggrieved employees as a result of these unlawful practices. Moreover, DEFENDANTS did not timely pay PLAINTIFF and other similarly situated and aggrieved employees for all hours worked when it failed to pay for the missed meal and rest break periods, overtime wages, and/or for forcing PLAINTIFF and other similarly situated and aggrieved employees to work off-the-clock without pay.

19. Additionally, PLAINTIFF and other similarly situated and aggrieved employees

1 were forced to pay out of pocket for business expenses such as cell phones, gas, and other
2 employment-related expenses. DEFENDANTS did not indemnify PLAINTIFF and other similarly
3 situated and aggrieved employees for these expenses.

4 **CLASS ACTION ALLEGATIONS**

5 20. This action is appropriately suited for a Class Action because:

6 a. The potential class is a significant number. Joinder of all current and former
7 employees individually would be impractical.

8 b. This action involves common questions of law and fact to the potential class
9 because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and
10 policies, which was applied to all non-exempt employees in violation of the Labor Code, the
11 applicable IWC Wage Order, and the Business and Professions Code, which prohibits unfair
12 business practices arising from such violations.

13 c. PLAINTIFF's claims are typical of the class because DEFENDANTS
14 subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC
15 wage order, and the Business and Professions Code.

16 d. PLAINTIFF will fairly and adequately protect the interest of all CLASS
17 MEMBERS because it is in her best interest to prosecute the claims alleged herein to obtain full
18 compensation due to them for all services rendered and hours worked.

19 e. A class action is superior to other available methods for fairly and efficiently
20 adjudicating the controversy.

21 **FIRST CAUSE OF ACTION**

22 **Failure to Provide Required Meal Periods**

23 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]**

24 **(Against all DEFENDANTS)**

25 21. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
26 factual allegations in the foregoing paragraphs.

27 22. During the CLASS PERIOD, as part of DEFENDANTS' illegal policies and
28 practices to deprive their current and former non-exempt employees all wages earned and due,

1 DEFENDANTS required, suffered or permitted PLAINTIFF and CLASS MEMBERS to take less
2 than the 30-minute meal period, or to work through them, and have failed to otherwise provide the
3 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to Labor Code §§ 226.7
4 and 512 and IWC Order No. 4-2001, § 11.

5 23. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
6 Order No. 4-2001, §11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
7 not provided with a meal period, in accordance with the applicable IWC Wage Order, one additional
8 hour of compensation at each employee's regular rate of pay for each workday that a meal period
9 was not provided.

10 24. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,
11 and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS
12 for all hours worked during their meal periods.

13 25. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
14 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
15 and due, interest, penalties, expenses, and costs of suit.

16 **SECOND CAUSE OF ACTION**

17 **Failure to Provide Required Rest Periods**

18 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]**

19 **(Against all DEFENDANTS)**

20 26. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 factual allegations in the foregoing paragraphs.

22 27. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices
23 to deprive their current and former non-exempt employees all wages earned and due,
24 DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required
25 under Labor Code § 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

26 28. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 4-
27 2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a
28 rest period, in accordance with the applicable IWC Wage Order, one additional hour of

1 compensation at each employee's regular rate of pay for each workday that a rest period was not
2 provided.

3 29. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
4 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
5 and due, interest, penalties, expenses, and costs of suit.

6 **THIRD CAUSE OF ACTION**

7 **Failure to Pay Overtime Wages**

8 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

9 **(Against all DEFENDANTS)**

10 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 factual allegations in the foregoing paragraphs.

12 31. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001, § 3,
13 DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime,
14 which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in
15 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours
16 on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12)
17 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
18 consecutive day of work in any workweek.

19 32. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
20 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
21 Order No. 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
22 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
23 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
24 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor Code
25 §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, suffering or permitting PLAINTIFF
26 and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and
27 CLASS MEMBERS to work through meal breaks; illegally and inaccurately recording time in
28 which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's

1 and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
2 PLAINTIFF for each pay period; and other methods to be discovered.

3 33. In violation of California law, DEFENDANTS have knowingly and willfully
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 34. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
11 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code
12 §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
13 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
14 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
15 expenses, and costs of suit.

16 **FOURTH CAUSE OF ACTION**

17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 factual allegations in the foregoing paragraphs.

22 36. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
24 in a payroll period is unlawful.

25 37. During the CLASS PERIOD and in violation of California Labor Code §§ 1194 and
26 1197 and IWC Wage Order No. 4-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
27 CLASS MEMBERS the applicable minimum wages for all hours worked in a payroll period by,
28 among other things: requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to

1 work off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work
2 through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and
3 CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS'
4 records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS
5 MEMBERS for each pay period; and other methods to be discovered.

6 38. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
7 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned
8 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
9 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
10 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS
11 MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS,
12 plus interest, penalties, attorneys' fees, expenses, and costs of suit.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

15 **[Cal. Labor Code § 201, 202, 203]**

16 **(Against all DEFENDANTS)**

17 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 factual allegations in the foregoing paragraphs.

19 40. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
20 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
21 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
22 and unpaid at the time of discharge are due and payable immediately.

23 41. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required
24 to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or
25 her employment, unless the employee provided 72 hours previous notice of his or her intention to
26 quit, in which case the employee is entitled to his or her wages at the time of quitting.

27 42. California Labor Code § 203 provides that if an employer willfully fails to pay, in
28 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is

1 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
2 compensation to the employee at the same rate for up to 30 workdays.

3 43. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
4 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
5 California Labor Code §§ 201 and 202.

6 44. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
7 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
8 together with interest thereon, as well as other available remedies.

9 45. As a proximate result of DEFENDANTS' unlawful actions and omissions,
10 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according
11 to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery
12 of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor
13 Code §§ 1194 and 2699.

14 **SIXTH CAUSE OF ACTION**

15 **Failure to Maintain Required Records**

16 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 4-2001, § 7]**

17 **(Against all DEFENDANTS)**

18 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 factual allegations in the foregoing paragraphs.

20 47. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
21 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
22 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
23 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 4-2001, § 7, including but not limited to
24 the following records: total daily hours worked by each employee; applicable rates of pay; all
25 deductions; meal periods; time records showing when each employee begins and ends each work
26 period; and accurate itemized statements.

27 48. As a proximate result of DEFENDANTS' unlawful actions and omissions,
28 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,

1 and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
2 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
3 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
4 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
5 California Labor Code § 226(e), as well as other available remedies.

6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Furnish Accurate Itemized Wage Statements**

8 **[Cal. Labor Code § 226(a), 1174; IWC Wage Order No. 4-2001, § 7]**

9 **(Against all DEFENDANTS)**

10 49. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 factual allegations in the foregoing paragraphs.

12 50. During the CLASS PERIOD, DEFENDANTS routinely failed and continue to fail
13 to provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage
14 statements in writing showing each employee's gross wages earned, total hours worked, the number
15 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
16 all deductions made, net wages earned, the inclusive dates of the period for which the employee is
17 paid, the name of the employee and only the last four digits of his or her social security number or
18 employee identification number, the name and address of the legal entity or entities employing
19 PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay
20 period and the corresponding number of hours worked at each hourly rate, in violation of California
21 Labor Code § 226(a) and IWC Wage Order No. 4-2001, § 7.

22 51. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to
23 provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage statements
24 in accordance with Labor Code § 226(a).

25 52. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
27 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS
28 MEMBERS are entitled to all available statutory penalties, including but not limited to civil

1 penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
2 expenses, and reasonable attorneys' fees, including but not limited to those provided in California
3 Labor Code § 226(e), as well as other available remedies.

4 **EIGHTH CAUSE OF ACTION**

5 **Failure to Indemnify Employees for Necessary Expenditures**

6 **Incurred in Discharge of Duties**

7 **[Cal. Labor Code § 2802]**

8 **(Against all DEFENDANTS)**

9 53. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 factual allegations in the foregoing paragraphs.

11 54. California Labor Code § 2802(a) requires an employer to indemnify an employee
12 for all necessary expenditures or losses incurred by the employee in direct consequence of the
13 discharge of his or her duties, or of his or her obedience to the directions of the employer.

14 55. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
15 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
16 in direct consequence of the discharge of their duties while working under the direction of
17 DEFENDANTS, including but not limited to expenses for cell phone usage, and other employment-
18 related expenses, in violation of California Labor Code § 2802.

19 56. As a proximate result of DEFENDANTS' unlawful actions and omissions,
20 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
21 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California
22 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
23 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
24 including those provided in California Labor Code § 2802(c), as well as other available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 *et seq.*]**

4 **(Against all DEFENDANTS)**

5 57. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 factual allegations in the foregoing paragraphs.

7 58. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
9 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
10 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
11 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
12 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
13 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
14 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
15 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses
16 incurring in discharging their duties, constitutes an unfair and unlawful business practice under
17 California Business and Professions Code § 17200 *et seq.*

18 59. DEFENDANTS' violations of California wage and hour laws constitute a business
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
20 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
21 MEMBERS.

22 60. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
23 rest periods, and other benefits as required by the California Labor Code, the California Code of
24 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
25 report, and pay the correct sums of assessment to the state authorities under the California Labor
26 Code and other applicable regulations.

27 61. As a result of DEFENDANTS' unfair and unlawful business practices,
28 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
2 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

3 62. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
4 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
5 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS
6 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
7 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
8 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

9
10 **TENTH CAUSE OF ACTION**

11 **Representative Action for Civil Penalties**

12 **[Cal. Labor Code §§ 2698–2699.5]**

13 **(Against All DEFENDANTS)**

14 63. PLAINTIFF incorporates herein by specific reference as though fully set forth the
15 allegations in all preceding paragraphs.

16 64. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
17 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
18 current and former employees of DEFENDANTS pursuant to the procedures specified in California
19 Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by
20 DEFENDANTS and the alleged violations of the California Labor Code were committed against
21 PLAINTIFF and CLASS MEMBERS.

22 65. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
23 Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seek to recover civil penalties,
24 including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558,
25 1174.5, 1197.1, and IWC Wage Order No. 4-2001, § 20, from DEFENDANTS in a representative
26 action for the violations set forth above, including but not limited to violations of California Labor
27 Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF
28 and CLASS MEMBERS are also entitled to an award of reasonable attorneys’ fees and costs

1 pursuant to California Labor Code § 2699(g)(1).

2 66. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
3 May 11, 2022 by online filing to the California Labor and Workforce Development Agency
4 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
5 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
6 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
7 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
10 situated, respectfully prays for relief against DEFENDANTS as follows:

- 11 1. For compensatory damages in an amount to be ascertained at trial;
- 12 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
13 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 14 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
15 and IWC Wage Order No. 4-2001;
- 16 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 17 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
18 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from
19 engaging in the unlawful business practices complained of herein;
- 20 6. For waiting time penalties pursuant to California Labor Code § 203;
- 21 7. For statutory and civil penalties according to proof, including but not limited to all
22 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 23 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
24 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
25 provision providing for pre-judgment interest;
- 26 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code §§ 1194,
27 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for
28 attorneys’ fees and costs;

- 1 10. For declaratory relief;
- 2 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
- 3 Seventh, Eighth, and Ninth Causes of Action as a class action;
- 4 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
- 5 counsel as class counsel; and
- 6 13. For such further relief that the Court may deem just and proper.

7

8 DATED: August 8, 2022

Respectfully submitted,

9 **MATERN LAW GROUP, PC**

10

11 By:



12 _____
13 Matthew J. Matern
14 Joshua D. Boxer
15 Sara B. Tosdal
16 Attorneys for Plaintiff
17 YU HEE STACY KIM, an individual, on
18 behalf of herself and on behalf of other
19 persons similarly situated and aggrieved

DEMAND FOR JURY TRIAL

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

DATED: August 8, 2022

Respectfully submitted,

MATERN LAW GROUP, PC

By:



Matthew J. Matern
Joshua D. Boxer
Sara B. Tosdal
Attorneys for Plaintiff
YU HEE STACY KIM, an individual, on
behalf of herself and on behalf of other
persons similarly situated and aggrieved