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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

ALAINE HAMBLLEN, individually and on
behalf of all other similarly situated and/or
aggrieved employees of Defendant,

Plaintiff,

v.

SIGNATURE SALES, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendant.

Case No.: CVRI 2502026

CLASS AND PAGA ACTION

**COMPLAINT FOR DAMAGES, PENALTIES,
RESTITUTION, AND INJUNCTIVE RELIEF:**

1. Failure to Pay All Minimum and/or Regular Wages (Labor Code §§ 1194, 1194.2, 1197, 1197.1, and 1198);
2. Failure to Pay All Overtime Wages (Labor Code §§ 510, 1194, and 1198)
3. Failure to Provide Compliant Meal Periods and/or Pay Premium Wages (Labor Code §§ 226.7 and 512);
4. Failure to Authorize or Permit Compliant Rest Periods and/or Pay Premium Wages (Labor Code § 226.7);
5. Failure to Timely Pay All Wages Due and Owing Upon Separation of Employment and/or the Required Waiting Time Penalties (Labor Code §§ 201-203);
6. Failure to Furnish Accurate Itemized Wage Statements (Labor Code § 226);
7. Failure to Reimburse for Business Expenses (Labor Code § 2802);

8. Violation of California's Unfair Competition Law (Business & Professions Code §§ 17200, *et seq.*); and
9. Claims for Civil Penalties Under the Private Attorneys General Act ("PAGA") (Labor Code §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

Plaintiff Alaine Hamblen ("Plaintiff") brings this individual and putative class and representative action against Defendant Signature Sales, Inc. ("Defendant" or "Signature Sales"), and DOES 1 through 50, inclusive, on the following grounds:

INTRODUCTION

1. This individual and putative class action is brought by Plaintiff on behalf of herself and all other current and former similarly situated employees.

2. Plaintiff brings this representative enforcement action under the Private Attorneys General Act of 2004 (codified in California Labor Code §§ 2698 *et seq.*, "PAGA") on behalf of herself and all other current and former non-exempt employees in California who performed work for Defendant and who have suffered at least one of the Labor Code violations alleged herein during the relevant time period (referred to herein as "Aggrieved Employees").

3. Plaintiff asserts that during the relevant time period, Defendant engaged in a common pattern and practice of wage and hour violations under the California Labor Code ("Labor Code") and the applicable California Industrial Welfare Commission's ("IWC") Wage Order to decrease its employment-related costs and increase its profits by, among other things:

- a. Misclassifying employees as exempt;
- b. Failing to compensate for all hours actually worked, including minimum, regular, and/or overtime wages;
- c. Failing to provide the opportunity to take legally compliant meal periods and/or pay premium wages;
- d. Failing to authorize and permit legally compliant rest periods and/or pay premium wages;

- e. Failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties;
- f. Failing to furnish accurate itemized wage statements;
- g. Failing to reimburse for business expenses; and
- h. Engaging in unlawful, unfair and/or fraudulent business practices.

4. By and through this class and representative action, Plaintiff seeks to recover all available remedies, including, but not limited to, damages, statutory and civil penalties, restitution, and injunctive relief, as well as reasonable attorneys' fees and litigation costs, as provided under California law.

5. All allegations in this Complaint are based upon information and belief except those allegations that pertain to Plaintiff named herein, which are based upon personal knowledge. Each allegation in this Complaint has evidentiary support or is likely to have evidentiary support after reasonable opportunity for further investigation and formal discovery.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure ("Code of Civil Procedure") § 410.10. Pursuant to Code of Civil Procedure § 382 and California Business and Professions Code ("Business & Professions Code") § 17203, Plaintiff brings this action on behalf of herself and all other current and former similarly situated employees.

7. This Court has personal jurisdiction over Defendant because Defendant conducts business in the state of California and has caused injuries in the county of Riverside through its acts, omissions, and violations of the Labor Code and Business & Professions Code.

8. Venue as to Defendant is proper in this judicial district pursuant to Code of Civil Procedure § 395(a). Defendant transacts business in Riverside County and is otherwise in this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and all other similarly situated employees within the county of Riverside and throughout the state of California.

9. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

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THE PARTIES

I. PLAINTIFF

10. Plaintiff Alaine Hamblen at all material times mentioned herein:

- a. Was and is a resident of Riverside County in the state of California;
- b. Was employed by Defendant from approximately August 19, 2024 to December 18, 2024;
- c. Was improperly classified as an exempt employee and paid a yearly salary of \$80,000 from August 19, 2024 to November 17, 2024;
- d. Was reclassified to non-exempt status on November 18, 2024, and paid an hourly wage of \$38.47 per hour;
- e. Was paid on a bi-weekly basis;
- f. Typically worked Monday through Friday, from 8:00 a.m. to 5:00 p.m., and frequently worked in excess of eight hours in a workday and/or 40 hours in a workweek;
- g. Was not compensated all minimum, regular, and/or overtime wages for all time worked or spent under the control of Defendant;
- h. Was not provided with the opportunity to take legally compliant meal periods and/or paid any meal period premium wages owed to her;
- i. Was not authorized and permitted to take legally compliant rest periods and/or paid any rest period premium wages owed to her;
- j. Was not timely paid all wages due and owing upon separation of employment;
- k. Was not paid the required waiting time penalties for late payment of final wages;
- l. Was not furnished with accurate itemized wage statements;
- m. Was not reimbursed for necessary business expenses;
- n. Was subject to Defendant's unlawful, unfair, and fraudulent business practices;
- o. Is a member of the class and sub-classes defined herein;
- p. Is an "aggrieved employee" as defined by Labor Code § 2699(c); and
- q. Has complied with all requirements outlined in Labor Code §§ 2698, *et seq.*

II. DEFENDANT

11. Defendant Signature Sales, Inc. is a manufacturer's representative in the plumbing, PVF, and K&B industries and provides sales and marketing services in California, Arizona, Nevada, and Hawaii. Defendant is a California corporation with its headquarters and principal place of business located in Corona, California.

12. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts and/or omissions alleged in this Complaint.

13. At all times mentioned herein, the acts alleged to have been done and/or caused by the named defendant are also alleged to have been done and/or caused by the fictitiously named defendants, and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

14. At all times mentioned herein, each named defendant, including each fictitiously named defendant, is believed to have acted individually or as an officer, agent, or employee of the other defendants, including each fictitiously named defendant.

15. At all times mentioned herein, each named defendant, including each fictitiously named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of the other defendants, and in doing the things alleged herein, acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

16. At all times mentioned herein, the acts and/or omissions of each of the named defendants, including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions of each and every one of the other defendants, including each fictitiously named defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged herein. Each of the named defendants, including each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained herein. Each named defendant, including each

1 fictitiously named defendant, was and is acting with authority of each and every other defendant and/or
2 are acting as agents of each and every other defendant or Doe defendant.

3 17. At all times mentioned herein there was a unity of interest and ownership between each
4 named defendant, including each fictitiously named defendant, such that all defendants, including each
5 fictitiously named defendant, acted as a single employer of Plaintiff and all other similarly situated
6 employees.

7 18. At all times mentioned herein, each named defendant, including each fictitiously named
8 defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff
9 and all other similarly situated employees, including, but not limited to, implementing standard policies
10 and procedures.

11 19. At all times mentioned herein, each named defendant, including each fictitiously named
12 defendant, caused and/or prevented Plaintiff and other similarly situated employees from working.

13 20. At all times mentioned herein, each named defendant, including each fictitiously named
14 defendant, had control over Plaintiff and other similarly situated employees.

15 21. Each named defendant, including each fictitiously named defendant, is alleged to have
16 caused each of the violations alleged herein.

17 22. Each named defendant, including each fictitiously named defendant, is jointly and
18 severally liable for each of the violations alleged herein.

19 **FACTUAL ALLEGATIONS**

20 23. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
21 paragraphs of this Complaint.

22 24. Plaintiff was employed by Defendant from August 19, 2024 to December 18, 2024.

23 25. From August 19, 2024 to November 17, 2024, Plaintiff was employed as an assistant in
24 Defendant's Social Media, Marketing, and Human Resources departments. She was improperly classified
25 as exempt and compensated an annual salary of \$80,000. Her job duties consisted of writing content for
26 Defendant's social media accounts, performing website analytics, and planning company events. Plaintiff
27 also assisted Defendant's Human Resources Director with auditing the employee handbook, processing
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1 payroll, and providing administrative support during the hiring process and the open enrollment period,
2 but spent less than 50 percent of her work time, on average, on these tasks.

3 26. On November 18, 2024, Defendant changed Plaintiff's classification to non-exempt and
4 began paying her an hourly wage of \$38.47. Her new job title was "Administrative Support for Social
5 Media, Marketing, and Human Resources." Her job duties were nearly identical to the duties she
6 performed while misclassified as exempt.

7 27. As both a misclassified exempt and non-exempt employee, Plaintiff worked five days a
8 week, Monday through Friday, from 8:00 a.m. to 5:00 p.m. She also frequently worked more than eight
9 hours in a workday and/or 40 hours in a workweek, entitling her to overtime pay. She was paid on a
10 bi-weekly basis.

11 28. At no point during Plaintiff's employment with Defendant was she employed in an
12 executive, administrative, or professional exempt capacity. Plaintiff did not manage Defendant's business
13 or subdivisions, nor did she supervise or have the authority to hire or fire employees. Further, Plaintiff
14 was not primarily engaged in work directly related to Defendant's management policies or general
15 business operations. Plaintiff was also not permitted to exercise discretion and independent judgment in
16 performing her job duties, as she was required to follow procedures and protocols established by her
17 supervisors. Additionally, Plaintiff was not required to have advanced knowledge in a field of science or
18 learning customarily acquired by a prolonged course of specialized intellectual instruction for her position.
19 Therefore, Defendant willfully misclassified Plaintiff and, on information and belief, other similarly
20 situated employees as exempt employees.

21 29. As a result of Defendant's misclassification of Plaintiff and other similarly situated
22 employees, Defendant denied them certain rights afforded under the Labor Code and IWC Wage Order.
23 Specifically, Defendant failed to provide Plaintiff and, on information and belief, other employees
24 misclassified as exempt with meal and rest periods, failed to pay proper overtime wages, failed to issue
25 accurate itemized wage statements, and failed to timely pay all wages due upon separation of employment
26 as set forth by law.

27 30. Defendant implicitly acknowledged its wrongful misclassification of Plaintiff by
28 re-classifying her to non-exempt status on November 18, 2024 for the same position and job duties.

1 31. Moreover, after Plaintiff was re-classified to non-exempt, she continued to be subject to
2 Defendant's violations of the Labor Code and applicable IWC Wage Order, including non-compliant meal
3 periods, unpaid wages, and inaccurate wage statements.

4 32. Plaintiff and all other similarly situated employees were subject to, and those currently
5 employed continue to be subject to, the same and/or similar policies, practices, and procedures of
6 Defendant described herein.

7 33. Plaintiff and all other similarly situated employees have suffered, and those currently
8 employed will continue to suffer, the same and/or similar violations of law described herein.

9 34. During the relevant time period, Defendant had a policy, practice, and/or procedure of
10 failing to pay Plaintiff and other similarly situated employees minimum, regular, and/or overtime wages
11 for all time spent working or under the control of Defendant. Defendant implemented a rounding policy
12 by which the hours worked by Plaintiff and other similarly situated employees, including overtime hours,
13 are rounded to the nearest 15-minute increment, even though Defendant has the ability to capture, and did
14 in fact capture, the exact amount of time its employees worked in its electronic timekeeping system.
15 Defendant unnecessarily rounded Plaintiff and other similarly situated employees' hours worked and
16 therefore failed to provide them compensation according to their actual time punches. As a result of
17 Defendant's improper rounding policy, Plaintiff and other similarly situated employees have been
18 systematically deprived of compensation for all hours worked.

19 35. Defendant also maintained a common practice of rounding employees' meal period times,
20 by, for instance, rounding meal periods less than 30 minutes up to 30 minutes. In doing so, Defendant
21 improperly deducts employees' hours worked and does not compensate them for that time.

22 36. Further, Plaintiff and other similarly situated employees misclassified as exempt were not
23 paid any overtime wages for hours worked in excess of eight hours in a workday and/or 40 hours in a
24 workweek.

25 37. During the relevant time period, Defendant had a policy, practice, and/or procedure of
26 failing to provide Plaintiff and other similarly situated employees with the opportunity to take 30-minute,
27 off-duty, uninterrupted meal periods before the end of their fifth hour of work when they worked five or
28 more hours in a day. For instance, when Plaintiff was improperly classified as an exempt employee, she

1 was not provided with the opportunity to take lawful meal periods; she was typically required to take
2 “working lunches.” As a non-exempt employee, on several occasions, Plaintiff worked through or took
3 meal periods after her fifth hour of work in order to fulfill her work responsibilities. On information and
4 belief, other similarly situated employees were required by Defendant to take short, late, or interrupted
5 meal periods or were not relieved of all work duties when taking their meal periods.

6 38. Defendant knew or should have known that Plaintiff and other similarly situated employees
7 were not provided the opportunity to take legally compliant meal periods because, for instance, Defendant
8 had a policy of rounding meal period time punches, resulting in meal periods that were as short as
9 20 minutes being rounded up to 30 minutes. Moreover, Plaintiff’s supervisor was aware that she was not
10 provided with work-free meal periods for several of her shifts. Finally, Defendant maintained a practice
11 of misclassifying employees as exempt, when their job duties clearly did not meet the requirements for an
12 exemption, thereby depriving them of meal period rights.

13 39. At all material times, Defendant did not have a policy, practice, and/or procedure of paying
14 meal period premiums to Plaintiff and other similarly situated employees at their regular rate of pay for
15 each workday a lawful meal period was not provided. Plaintiff was not paid any meal period premiums
16 during her employment.

17 40. During the applicable time period, Defendant had a policy, practice, and/or procedure of
18 failing to authorize and permit Plaintiff and other similarly situated employees to take uninterrupted,
19 off-duty rest periods of at least 10-minutes for every 3.5 hours worked or major fraction thereof. For
20 instance, when Plaintiff was misclassified as an exempt salaried employee, she was not permitted to take
21 rest periods during her work hours. On information and belief, other similarly situated employees were
22 not authorized or permitted to take rest periods for every 3.5 hours that they worked.

23 41. Defendant knew or should have known that Plaintiff and other similarly situated employees
24 were not authorized and permitted to take lawful rest periods. For instance, Defendant maintained a
25 practice of misclassifying employees as exempt, when their job duties clearly did not meet the
26 requirements for an exemption, thereby depriving them of rest period rights.

27 42. Throughout the relevant time period, Defendant had a policy, practice, and/or procedure of
28 not paying Plaintiff and other similarly situated employees one additional hour of pay at their regular rate

1 of compensation for each workday a lawful rest period was not provided. Plaintiff asserts that she was not
2 paid a single rest period premium during her employment with Defendant.

3 43. During the relevant time period, Defendant had a policy, practice, and/or procedure of
4 failing to pay Plaintiff and other similarly situated employees all wages due and owing upon separation
5 of employment and/or the required waiting time penalties. For instance, Defendant did not pay Plaintiff
6 her owed overtime and meal and rest period premium wages for the time period she was misclassified,
7 despite Plaintiff's several requests to be paid the owed wages. To date, Plaintiff has not received all wages
8 due and owing or the required waiting time penalties. Plaintiff further alleges that other similarly situated
9 former employees were not timely paid all wages due and owing upon separation of employment and/or
10 the required waiting time penalties.

11 44. During the relevant time period, Defendant had a policy, practice, and/or procedure of
12 furnishing wage statements to Plaintiff and other similarly situated employees that did not reflect the items
13 required by Labor Code section 226(a), including but not limited to, the correct total regular and/or
14 overtime hours worked, the correct amount of gross and/or net wages earned, and/or all applicable hourly
15 rates and the corresponding number of hours worked at each hourly rate by the employee. The wage
16 statements furnished to Plaintiff and other similarly situated employees are inaccurate as a result of
17 Defendant's improper rounding practices; Defendant's failure to pay meal and rest period premiums; and
18 Defendant's misclassification of exempt employees.

19 45. Due to the incorrect and/or lack of information included on the wage statements furnished
20 by Defendant, Plaintiff and other similarly situated employees were unable to promptly and easily
21 determine, for instance, the total number of hours they actually worked, whether they were properly paid
22 all earned wages, the appropriate rate of pay during the pay period, and/or the corresponding number of
23 hours worked at each hourly rate, among other things.

24 46. During the relevant time period, Defendant had a policy, practice, and/or procedure of
25 requiring Plaintiff and other similarly situated employees to use their personal cell phones in the discharge
26 of their job duties without reimbursement. Specifically, Plaintiff and other similarly situated employees
27 used their personal cell phones to communicate with supervisors and co-workers about work-related
28 issues, access work emails and work chats through Google Chat, and perform other job duties.

1 Nonetheless, Defendant failed to reimburse Plaintiff and other similarly situated employees a reasonable
2 percentage of their cell phone bill.

3 47. As a result of Defendant's policies, practices, and/or procedures described herein
4 including, but not limited to, its failure to provide meal and rest periods, pay all earned wages, or properly
5 classify its employees, Defendant engaged in unlawful, unfair, and fraudulent business practices.

6 48. On February 6, 2025, Plaintiff submitted written notice to the California Labor and
7 Workforce Development Agency ("LWDA") and Defendant Signature Sales, Inc. as required by the
8 PAGA, informing them of Defendant Signature Sales, Inc.'s alleged violations of the Labor Code.
9 Attached as **Exhibit 1** is a true and correct copy of Plaintiff's LWDA notice letter dated February 6, 2025.

10 49. According to Labor Code § 2699.3, the LWDA had sixty-five (65) days from the date of
11 submission to notify the parties of whether it intends to investigate the alleged violation. To date, the
12 LWDA has not informed Plaintiff that it intends to investigate Plaintiff's allegations.

13 50. Pursuant to Labor Code § 2699.3(c), Defendant had 33 calendar days of the postmark date
14 of the LWDA notice sent by Plaintiff to cure the alleged violations not listed in listed in Labor Code
15 § 2699.5. To date, Defendant has not provided any written notice to Plaintiff that the alleged violations
16 have been cured.

17 51. Thus, pursuant to the PAGA, Plaintiff has the right to pursue, and does so pursue, the
18 asserted claims in a law enforcement action in her representative capacity on behalf of herself, all other
19 aggrieved employees, the general public, and the state of California, as permitted by Labor Code § 2699.3.

20 52. Plaintiff believes that additional violations may be discovered and therefore reserves her
21 right to allege additional violations of law as investigation and discovery warrants. In the event Plaintiff
22 discovers additional violations, Plaintiff will seek to amend the operative complaint as necessary.

23 **CLASS DEFINITIONS**

24 53. Plaintiff seeks to represent the following class and sub-class, which are defined as follows:

25 **Non-Exempt Class:**

26 All current and former non-exempt employees of Defendant in California,
27 whether paid by salary or other means, during the period commencing four
28 years prior to the date of filing of this Complaint through and including the
last date of trial.

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Waiting Time Penalties Sub-Class:

All members of the Non-Exempt Class who separated employment at least once at any time during the period commencing three years prior to the date of filing of this Complaint through and including the last date of trial.

54. Members of the Non-Exempt Class and Waiting Time Penalties Sub-Class are all “employees” as the term is used in the Labor Code and the relevant IWC Wage Order regulating wages, hours, and working conditions in the state of California.

55. A more precise definition of the Non-Exempt Class and Waiting Time Penalties Sub-Class may be determined after further investigation and discovery. Plaintiff reserves her right to redefine the class and/or sub-class and/or create additional classes and/or sub-class at any time prior to the court’s order on Plaintiff’s class certification motion as provided by law.

CLASS ACTION DESIGNATION

56. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

57. Plaintiff brings this action on behalf of herself and on behalf of all persons within the Non-Exempt Class and Waiting Time Penalties Sub-Class defined herein.

58. This action is appropriately suited for a class action pursuant to Code of Civil Procedure § 382 and California Civil Code (“Civil Code”) § 1781, because the following statutory requirements are met:

A. Numerosity

59. The members of the Non-Exempt Class and the Waiting Time Penalties Sub-Class are sufficiently numerous to render the joinder of all their members impracticable. While Plaintiff has not yet determined the precise number of members of the Non-Exempt Class and the Waiting Time Penalties Sub-Class, Plaintiff is informed and believes that the Class and Sub-Classes likely consist of approximately 50 individuals.

60. Although the exact number is currently unknown to Plaintiff, this information is easily ascertainable from Defendant’s time and payroll records and other records of Defendant.

B. Commonality

61. Common questions of law and fact exist as to all putative class members and predominate

over any questions affecting only individual members of the Non-Exempt Class or the Waiting Time Penalties Sub-Class. The common questions of law and fact that predominate include, but are not limited to:

- a. Whether Defendant failed to pay Non-Exempt Class members at least minimum wages and/or all regular wages owed for all hours or fractions of an hour worked and under the control of Defendant;
- b. Whether Defendant failed to pay Non-Exempt Class members all overtime wages for all hours, or fraction of hours, worked and under the control of Defendant;
- c. Whether Defendant's rounding policy unlawfully deprived Non-Exempt Class members of minimum, regular, and/or overtime wages earned;
- d. Whether Defendant failed to provide members of the Non-Exempt Class with off-duty, thirty-minute meal periods before the commencement of the sixth hour of work;
- e. Whether Defendant failed to permit Non-Exempt Class members to take off-duty rest periods of at least ten minutes for every four hours worked, or major fraction thereof;
- f. Whether Defendant failed to pay one additional hour of pay at the regular rate of compensation to Non-Exempt Class Members when they were not provided with compliant meal periods and/or rest periods;
- g. Whether Defendant failed to provide Non-Exempt Class members with accurate itemized wage statements showing, among other things, the correct number of hours worked and the correct amount of gross and net wages earned;
- h. Whether Defendant failed to reimburse Non-Exempt Class members for all necessary business expenses incurred in direct consequence of the discharge of their work duties;
- i. Whether Defendant improperly classified Non-Exempt Class members as exempt employees; and

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j. Whether Defendant failed to pay Waiting Time Penalties Sub-Class members all wages owed within the required time frames upon separation of employment.

C. Typicality

62. Plaintiff's claims are typical of the claims of all putative class members because Plaintiff's and all putative class members' claims arise from the same events, practices and/or courses of conduct of Defendant. Plaintiff and all putative class members sustained injuries and damages as a result of Defendant's illegal policies, practices and/or common courses of conduct in violation of California wage and hour laws and/or illegal, unfair, or fraudulent business practices.

63. Furthermore, Plaintiff's claims under the Labor Code and the applicable IWC Wage Order are typical of the Non-Exempt Class and the Waiting Time Penalties Sub-Class because Defendant's failure to comply with the provisions of California's wage and hour laws entitles Plaintiff and each putative class member to similar pay, benefits, and other relief. Accordingly, the legal theories underlying each cause of action are the same and the remedies sought by Plaintiff and all putative class members are the same.

D. Adequacy of Representation

64. Plaintiff is a member of the Non-Exempt Class and the Waiting Time Penalties Sub-Class and she has no fundamental conflict of interest with the putative class members she seeks to represent.

65. Plaintiff will vigorously protect the interests of all putative class members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to her and the putative class members.

66. Plaintiff retained attorneys who are experienced employment law litigators with significant wage and hour and class action experience.

E. Superiority of Class Action

67. Plaintiff believes a class action is a superior method of litigation for the fair and efficient adjudication of this controversy. Individual joinder of all putative class members is not practicable. Class action treatment will allow similarly situated employees to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

68. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in

1 this Complaint are common to the class and/or sub-classes and will apply uniformly to every member of
2 the Non-Exempt Class and Waiting Time Penalties Sub-Class, and as a practical matter, be dispositive of
3 the interests of the other members not party to the adjudication.

4 69. Plaintiff knows of no difficulty that might be encountered in the management of this suit,
5 which would preclude maintenance as a class action, in that:

- 6 a. The persons who comprise the Non-Exempt Class and Waiting Time Penalties
7 Sub-Class are so numerous that the joinder of all such persons is impracticable and
8 the disposition of their claims as a class will benefit the parties and the Court;
- 9 b. The parties opposing the Non-Exempt Class and Waiting Time Penalties Sub-Class
10 have acted or have refused to act on grounds generally applicable to the class and/or
11 sub-class, thereby making final injunctive relief or declaratory relief appropriate
12 with respect to the class and/or sub-class as a whole; and
- 13 c. Common questions of law and fact exist as to the members of the Non-Exempt
14 Class and/or Waiting Time Penalties Sub-Class and predominate over any question
15 affecting only individual members, and a class action is superior to other available
16 methods for the fair and efficient adjudication of the controversy, including
17 consideration of:
- 18 i. The interests of class members and/or sub-class members in individually
19 controlling the prosecution or defense of separate actions;
- 20 ii. The extent and nature of any litigation concerning the controversy already
21 commenced by or against members of the Non-Exempt Class and/or Waiting
22 Time Penalties Sub-Class;
- 23 iii. The desirability or undesirability of concentrating the litigation of the claims in
24 this particular forum; and
- 25 iv. The likely difficulties in managing a class action.

26 70. In sum, the Court should permit this action to be maintained as a class action pursuant to
27 Code of Civil Procedure § 382 and Civil Code § 1781 because:

- 28 a. Questions of law and fact common to the Non-Exempt Class and Waiting Time

Penalties Sub-Class are substantially similar and predominate over any questions affecting only individual members;

- b. A class action is superior to any other available method for the fair and efficient adjudication of class members' and/or sub-class members' claims;
- c. The members of the Non-Exempt Class and Waiting Time Penalties Sub-Class are so numerous that it is impractical to bring all class members before the Court;
- d. Plaintiff's claims are typical of the claims of the Non-Exempt Class and/or Waiting Time Penalties Sub-Class;
- e. Class members and/or sub-class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- f. There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties alleged, and in obtaining adequate compensation for the damages that Defendant's actions have inflicted upon the Classes;
- g. Plaintiff can fairly and adequately protect the interests of the Non-Exempt Class and Waiting Time Penalties Sub-Class;
- h. There is a community of interest in ensuring that the combined assets and available insurance of Defendant are sufficient to adequately compensate the members of the Non-Exempt Class and Waiting Time Penalties Sub-Class for the injuries sustained; and
- i. Defendant has acted or refused to act on grounds generally applicable to the Non-Exempt Class and Waiting Time Penalties Sub-Class, thereby making final injunctive relief appropriate with respect to the Class and/or Sub-Class as a whole.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM AND/OR REGULAR WAGES

**[Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” section of the
Applicable IWC Wage Order]
(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All
Defendants)**

71. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

72. Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” *See Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th 36, 44 (2013) (providing that an employer may not pay “less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise.”)

73. The “Minimum Wages” section of the applicable IWC Wage Order further provides that every employer shall pay to each employee not less than the applicable minimum wage for all hours worked.

74. The applicable IWC Wage Order defines the term “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

75. Labor Code § 1197.1 provides that,

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203...

76. Labor Code § 1194(a) mandates:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to 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.

77. For actions brought under Labor Code §§ 1194 or 1197.1, Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

78. Labor Code § 1198 further states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

79. Under *See's Candy Shops, Inc. v. Superior Ct.*, 210 Cal. App. 4th 889 (2012) ("*See's Candy*"), a rounding policy will be considered unlawful "if it systematically undercompensates employees, such as where the defendant's rounding policy encompasses only rounding down." However, several recent cases have challenged the holding in *See's Candy* in situations where an employer maintains an electronic time system that is capable of precise time keeping. In *Woodworth v. Loma Linda University Medical Center*, 93 Cal. App. 5th 1038, 1059 (2023), the court held the following: "if an employer 'can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for 'all the time' worked.'" Moreover, in *Camp v. Home Depot U.S.A., Inc.*, 84 Cal. App. 5th 638, 660 (2022), the Court of Appeals held that "the application of *See's Candy* should be reexamined in circumstances where employee work time in minutes can be captured and has been captured by the employer and, as a result of a quarter-hour rounding system, the employee is not compensated for all actual work time." The Court of Appeals determined that "if an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for 'all the time' worked." *Id.*

80. At all material times, Plaintiff contends that Defendant had a policy, practice, procedure, guideline, and/or culture of not paying Non-Exempt Class members all minimum and/or regular wages for all time actually worked or spent under the control of Defendant. Defendant's improper rounding practice, which rounded Non-Exempt Class members' time punches to the nearest 15-minute increment, deprived employees of all minimum and/or regular wages for all hours worked. Defendant maintained an

1 electronic timekeeping system that could and did capture Non-Exempt Class members' time punches
2 precisely, yet unnecessarily rounded their hours worked and therefore failed to provide employees with
3 compensation according to their actual time punches.

4 81. Moreover, Non-Exempt Class members' minimum and/or regular wages were improperly
5 deducted by Defendant when it rounded up meal periods that were less than 30 minutes to reflect
6 compliant meal periods.

7 82. As a direct result of Defendant's unlawful failure to compensate Plaintiff and the
8 Non-Exempt Class members minimum and/or regular wages for all of their time worked and/or spent
9 under the control of Defendant, Non-Exempt Class members have suffered, and will continue to suffer,
10 damages in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court
11 and will be ascertained according to proof at trial.

12 83. Having received less than the legal minimum wage, Plaintiff and the Non-Exempt Class
13 members are entitled to, and now seek to recover, all wages and penalties owed, including penalties and
14 liquidated damages available under Labor Code §§ 1194.2 and 1197.1, as well as interest and reasonable
15 attorneys' fees and costs available under Labor Code §§ 218.5 and 1194, and Code of Civil Procedure
16 § 1021.5.

17 84. Plaintiff, on behalf of herself and the Non-Exempt Class, requests further relief as
18 described in the below prayer.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY ALL OVERTIME WAGES**

21 **[Labor Code §§ 510, 1194, 1198, and the "Hours and Days of Work" section of the Applicable**
22 **IWC Wage Order]**

23 **(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
24 **Defendants)**

25 85. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
26 paragraphs of this Complaint.

27 86. Labor Code § 510(a), which codifies an employee's right to overtime compensation,
28 provides:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

87. The "Hours and Days of Work" section in the applicable IWC Wage order mandates the same requirements as Labor Code § 510.

88. The applicable IWC Wage Order defines the term "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

89. Under California law, an employee may not waive his or her right to overtime compensation and any agreement by the employee to accept less than the statutorily required rate is unenforceable as a matter of law. *Early v. Superior Court*, 79 Cal. App. 4th 1420, 1430 (2000).

90. Labor Code § 1194(a) mandates:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to 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.

91. Labor Code § 1198 further states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

92. Under *See's Candy*, a rounding policy will be considered unlawful "if it systematically undercompensates employees, such as where the defendant's rounding policy encompasses only rounding down." However, several recent cases have challenged the holding in *See's Candy* in situations where an employer maintains an electronic time system that is capable of precise time keeping. In *Woodworth*,

93 Cal. App. 5th at 1059, the court held the following: “if an employer ‘can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for ‘all the time’ worked.’” Moreover, in *Camp*, 84 Cal. App. 5th at 660, the Court of Appeals held that “the application of *See’s Candy* should be reexamined in circumstances where employee work time in minutes can be captured and has been captured by the employer and, as a result of a quarter-hour rounding system, the employee is not compensated for all actual work time.” The Court of Appeals determined that “if an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for ‘all the time’ worked.” *Id.*

93. Plaintiff and Non-Exempt Class members are employees who regularly worked more than eight hours per day and/or 40 hours per week during the relevant time period, were to be paid on a bi-weekly basis, and are or should have been classified as non-exempt.

94. At all material times, Defendant had a policy, practice, procedure, guideline, and/or culture of not paying Non-Exempt Class members all overtime wages for all hours worked in excess of eight hours in a workday and/or 40 hours in a workweek. Specifically, Plaintiff and other Non-Exempt Class members were deprived of overtime wages as a result of Defendant’s rounding policy, whereby the overtime hours worked by Plaintiff and other Non-Exempt Class members were rounded to the nearest 15-minute increment, even though Defendant has, and always had, the ability to capture and did capture the exact amount of time Non-Exempt Class members worked during a shift.

95. Moreover, Non-Exempt Class members’ overtime hours were improperly deducted by Defendant when it rounded up meal periods that were less than 30 minutes to reflect compliant meal periods on shifts that were longer than eight hours.

96. Further, Plaintiff and other Non-Exempt Class members misclassified as non-exempt were not paid any overtime wages for hours worked in excess of eight hours in a workday and/or 40 hours in a workweek.

97. As a direct result of Defendant’s unlawful failure to compensate Plaintiff and Non-Exempt Class members overtime wages for all of their time worked and/or spent under the control of Defendant, Non-Exempt Class members have suffered, and will continue to suffer, damages in amounts which are

1 presently unknown, but which exceed the jurisdictional limits of this Court and will be ascertained
2 according to proof at trial.

3 98. Having received less than the applicable rate of overtime compensation, Plaintiff and
4 Non-Exempt Class members are entitled to, and now seek to recover, all wages and penalties owed
5 pursuant to Labor Code § 1194, as well as interest and reasonable attorneys' fees and costs available under
6 Labor Code §§ 218.5 and 1194, and Code of Civil Procedure § 1021.5.

7 99. Plaintiff, on behalf of herself and the Non-Exempt Class, requests further relief as
8 described in the below prayer.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

11 **AND/OR PAY PREMIUM WAGES**

12 **(Labor Code §§ 226.7, 512, and the "Meal Periods" section of the**

13 **Applicable IWC Wage Order)**

14 **(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
15 **Defendants)**

16 100. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
17 paragraphs of this Complaint.

18 101. Plaintiff and Non-Exempt Class members are employees who typically worked shifts over
19 six (6) hours a day and are or should have been classified as non-exempt.

20 102. Labor Code § 512(a) mandates:

21 An employer may not employ an employee for a work period of more than
22 five hours per day without providing the employee with a meal period of
23 not less than 30 minutes, except that if the total work period per day of the
24 employee is no more than six hours, the meal period may be waived by
25 mutual consent of both the employer and employee. An employer may not
26 employ an employee for a work period of more than 10 hours per day
27 without providing the employee with a second meal period of not less than
28 30 minutes, except that if the total hours worked is no more than 12 hours,
the second meal period may be waived by mutual consent of the employer
and the employee only if the first meal period was not waived.

103. The "Meal Periods" section of the applicable IWC Wage Order provides, in pertinent part:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked....

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

104. A meal period generally complies with the requirements of California law if the employee has at least 30 minutes uninterrupted, is relieved of any and all work duties, and is free to leave the premises during such time. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1036 (2012). California law further prohibits employers from "...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." *Id.* at 1040 (internal citations omitted).

105. Labor Code § 226.7(b) states, "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..." Labor Code § 226.7(c) further provides:

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

106. At all relevant times, Defendant had a policy, practice, procedure, guideline, and/or culture of failing to provide Plaintiff and the Non-Exempt Class with the opportunity to take a 30-minute, uninterrupted, off-duty meal period before the end of their fifth hour of work when they worked five or more hours in a day. Plaintiff and the Non-Exempt Class members were required by Defendant to take short, late, or interrupted meal periods or were not relieved of all work duties when taking their meal periods in order to fulfill their work responsibilities. Plaintiff and Non-Exempt Class members also did not receive lawful meal periods as a consequence of being improperly classified as exempt employees.

107. Defendant knew or should have known that Plaintiff and members of the Non-Exempt Class were not provided the opportunity to take legally compliant meal periods because Defendant

1 implemented a practice by which it rounded meal period time punches, resulting in meal periods that were
2 as short as 20 minutes being rounded up to 30 minutes. Moreover, Plaintiff informed her supervisor that
3 she was not provided with off-duty meal periods for some of her shifts. Finally, Defendant maintained a
4 practice of misclassifying employees as exempt, when their job duties clearly did not meet the
5 requirements for an exemption, thereby depriving them of meal period rights.

6 108. Plaintiff and, on information and belief, other Non-Exempt Class members did not sign an
7 on-duty meal period agreement at any point during their employment, nor did they properly waive any of
8 their meal periods.

9 109. At all relevant times, Defendant had a policy, practice, procedure, guideline, and/or culture
10 of not paying the required meal period premiums at the Non-Exempt Class members' regular rate of pay
11 for each workday a lawful meal period was not provided.

12 110. Defendant's unlawful conduct caused Plaintiff and the Non-Exempt Class members to
13 suffer, and current class members will continue to suffer, damages in an amount which is presently
14 unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according
15 to proof at trial.

16 111. Pursuant to Labor Code § 226.7(c) and the applicable IWC Order, Plaintiff and the
17 Non-Exempt Class members are entitled to, and seek to recover the full amount of unpaid premium wages
18 for unlawful meal periods.

19 112. Pursuant to Labor Code § 218.6, Plaintiff and the Non-Exempt Class members are entitled
20 to, and now seek to recover, prejudgment interest on the amount of premium wages owed.

21 113. Plaintiff, on behalf of herself and the Non-Exempt Class, is entitled to and seeks recovery
22 of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5 and Code of Civil Procedure
23 § 1021.5.

24 114. Plaintiff, on behalf of herself and the Non-Exempt Class, requests further relief as
25 described in the below prayer.

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FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT COMPLIANT REST PERIODS

AND/OR PAY PREMIUM WAGES

[Labor Code § 226.7 and the “Rest Periods” Section of the

Applicable IWC Wage Order]

(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All Defendants)

115. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

116. Plaintiff and Non-Exempt Class members are employees who typically worked shifts over three-and-a-half (3.5) hours a day and are or should have been classified as non-exempt.

117. The “Rest Periods” section of the applicable IWC Wage Order provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

118. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 267, 269 (2016).

119. In pertinent part, Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

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(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

120. Defendant had a policy, practice, procedure, guideline, and/or culture of failing to authorize and permit Plaintiff and the Non-Exempt Class to take a 10-minute, uninterrupted, off-duty rest period for every four hours worked or major fraction thereof. Plaintiff and members of the Non-Exempt Class were not relieved of their work duties to take their rest periods. Plaintiff and Non-Exempt Class members also did not receive lawful meal periods as a consequence of being improperly classified as exempt employees.

121. Plaintiff contends that Defendant knew or should have known that she and other Non-Exempt Class members were not authorized and permitted to take legally compliant rest periods because Defendant, among other things, maintained a practice of misclassifying employees as exempt, when their job duties clearly did not meet the requirements for an exemption, thereby depriving them of rest period rights.

122. At all relevant times, Defendant had a policy, practice, procedure, guideline, and/or culture of not paying the required rest period premiums for each workday a lawful rest period was not provided. Plaintiff asserts that despite not being provided with legally compliant rest periods, she and other Non-Exempt Class members did not receive rest period premium wages at their regular rate of pay.

123. Due to Defendant's unlawful conduct, Plaintiff and the Non-Exempt Class members have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

124. According to Labor Code § 226.7(c) and the applicable IWC Wage Order, Plaintiff and the Non-Exempt Class members are entitled to, and now seek to recover, the full amount of unpaid premium wages for unlawful rest periods.

125. Pursuant to Labor Code § 218.6, Plaintiff and the Non-Exempt Class members are entitled to, and now seek to recover, prejudgment interest on the amount of premium wages owed.

126. Plaintiff, on behalf of herself and the Non-Exempt Class members, is entitled to and seeks recovery of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

127. Plaintiff, on behalf of herself and the Non-Exempt Class, requests further relief as described in the below prayer.

FIFTH CAUSE OF ACTION

**FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**

[Labor Code §§ 201, 202, and 203]

**(Alleged By Plaintiff, Individually and On Behalf of the Waiting Time Penalties Sub-Class,
Against All Defendants)**

128. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

129. Pursuant to Labor Code § 201(a), when an employer discharges an employee, all earned wages that remain unpaid at the time of discharge are due and payable immediately.

130. Labor Code § 202(a) provides, in pertinent part:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.

131. Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, ... 202 ..., any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action thereof is commenced; but the wages shall not continue for more than 30 days.

132. At all relevant times, Defendant had a policy, practice, procedure, guideline, and/or culture of failing to pay Waiting Time Penalties Sub-Class members, including Plaintiff herself, all wages due and owing upon separation of employment. For instance, Plaintiff's final paycheck did not include all of

1 her earned wages, including all minimum, regular, and/or overtime wages for all hours worked, as well as
2 meal and rest period premiums. To date, Defendant has not paid Plaintiff these owed wages. Plaintiff
3 alleges, based on information and belief, that other Waiting Time Penalties Sub-Class members were also
4 not timely paid all wages due and owing upon their separation of employment within the time frames
5 prescribed by California law.

6 133. Plaintiff also alleges that, at all relevant times, Defendant had a policy, practice, procedure,
7 guideline, and/or culture of failing to pay the appropriate waiting time penalties to Waiting Time Penalties
8 Sub-Class members. For instance, Plaintiff has not yet received the required waiting time penalties for
9 Defendant's late payment of her final wages.

10 134. Defendant knowingly failed to timely and appropriately compensate Waiting Time
11 Penalties Sub-Class members, including Plaintiff, for all minimum, regular, overtime, and/or premium
12 wages, as described herein. Defendant knew or should have known that Waiting Time Penalties Sub-Class
13 members were not paid for all hours recorded and rounded on Defendant's timekeeping system, and/or
14 knew or should have known that the meal periods provided were late, short, or interrupted. Defendant
15 took no steps to remedy its illegal rounding policies or the illegal practice of not paying for a meal premium
16 for a meal period that was late, short, or interrupted. Further, Defendant knowingly failed to timely and
17 appropriately compensate Plaintiff for owed overtime wages during the time frame that she was
18 misclassified as an exempt employee, despite Plaintiff's multiple requests for Defendant to pay her these
19 wages.

20 135. As a consequence of Defendant's willful and deliberate refusal to render such wages,
21 Plaintiff and the Waiting Time Penalties Sub-Class members are entitled to, and thus seek a maximum of
22 thirty (30) days' wages at their daily rate of pay as a waiting time penalty, pursuant to Labor Code § 203.

23 136. As a direct result of Defendant's violations alleged herein, Plaintiff and the Waiting Time
24 Penalties Sub-Class members suffered and continue to suffer losses related to the use and enjoyment of
25 wages due and owing to them, all to their respective detriment in an amount to be shown according to
26 proof at trial and within the jurisdictional limitations of this Court.

137. Plaintiff, on behalf of herself and the Waiting Time Penalties Sub-Class members, is also entitled to and seeks recovery of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

138. Plaintiff, on behalf of herself and the Waiting Time Penalties Sub-Class, requests further relief as described in the below prayer.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

**[Labor Code § 226 and the "Records" Section of the
Applicable IWC Wage Order]**

**(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All
Defendants)**

139. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

140. Labor Code § 226(a) states, in pertinent part:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, ... and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...

141. The "Records" section of the applicable IWC Wage Order further provides, in pertinent part:

Every employer shall semimonthly or at the time of each payment of wages furnish to each employee an itemized wage statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee and the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.

142. Labor Code § 226(e)(1) further mandates:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

143. An employee suffers injury where the employer fails to provide accurate information and the employee cannot "promptly and easily determine" the total number of hours worked or the "applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." Labor Code § 226(a)(9)-(e)(2)(B)(i).

144. Labor Code § 226(e)(2)(c) explains that the phrase "promptly and easily determine" means that "a reasonable person would be able to readily ascertain the information without reference to documents or information."

145. According to Labor Code § 226(h), "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

146. Plaintiff asserts that, during the applicable time period, Defendant had a policy, practice, procedure, guideline, and/or culture of furnishing the Non-Exempt Class, including Plaintiff, with wage statements that do not comply with California law. Plaintiff contends that the wage statements furnished to her and the Non-Exempt Class members did not include, for instance, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the actual gross and net wages earned. These wage statement inaccuracies were due to Defendant's failure to pay meal and rest period premiums, its improper rounding policy, and its misclassification of employees.

147. Due to the incorrect information on the furnished wage statements, Plaintiff and Non-Exempt Class members were unable to promptly and easily determine, from their wage statements alone, the total number of hours worked, the applicable hourly rates in effect during the pay period, and/or the corresponding number of hours worked at each hourly rate, among other things.

1 148. Plaintiff and the Non-Exempt Class are also entitled to and seek recovery of liquidated
2 damages as provided by Labor Code § 226(e).

3 149. Furthermore, pursuant to Labor Code § 226(h), Plaintiff and members of the Non-Exempt
4 Class are entitled to, and therefore seek injunctive relief in order to ensure that Defendant complies with
5 Labor Code § 226.

6 150. Plaintiff and the Non-Exempt Class are further entitled to, and seek to recover reasonable
7 attorneys' fees and costs as provided under Labor Code §§ 226(e)(1) and (h) and Code of Civil Procedure
8 § 1021.5.

9 151. Plaintiff, on behalf of herself and the Non-Exempt Class, requests further relief as
10 described in the below prayer.

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY ALL NECESSARY EXPENDITURES**

13 **[Violation of Labor Code § 2802]**

14 **(Alleged By Plaintiff Individually and On Behalf of the Non-Exempt Class Against All**
15 **Defendants)**

16 152. Labor Code § 2802 requires an employer to indemnify its employees for all necessary
17 expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties
18 of employment.

19 153. Labor Code § 2802(b) states, "[a]ll awards made by a court ... for reimbursement of
20 necessary expenditures" shall carry interest, at the same rate as judgments in civil actions, and said interest
21 will accrue from the date on which the employee incurred the necessary expenditure including, but not
22 limited to, reasonable costs and attorney's fees incurred by the employee in enforcing their rights granted
23 pursuant to Labor Code § 2802. The exact amount of the necessary expenditures or losses is in an amount
24 to be proven at time of trial.

25 154. Furthermore, Labor Code § 2802(c) states, "[f]or purposes of this section, the term
26 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to,
27 attorney's fees incurred by the employee enforcing the rights granted by this section."

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155. Defendant failed to reimburse Plaintiff and, on information and belief, the Non-Exempt Class members for all necessary expenses that were incurred in the discharge of their job duties. For example, Plaintiff, and on information and belief, the Non-Exempt Class members had to monitor and use their personal cell phones for work-related purposes, including communicating with supervisors and other co-workers regarding work-related issues, accessing work emails, and calling vendors, among other tasks.

156. Defendant did not reimburse Plaintiff and the Non-Exempt Class for the use of their personal cell phones.

157. Plaintiff and the Non-Exempt Class suffered and continue to suffer losses related to the use and enjoyment of monies due and owing to them as a direct result of Defendant's unlawful acts and Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

158. Plaintiff seeks all available remedies for Defendant's violations including, but not limited to restitution, monies, interest, attorney's fees, and costs to the extent permitted by law.

159. Plaintiff, on behalf of herself and the Non-Exempt Class, requests further relief as described in the below prayer.

EIGHTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

[Business & Professions Code §§ 17200, *et seq.*]

(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All Defendants)

160. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

161. As codified in Business & Professions Code §§ 17200, *et seq.*, California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

162. A cause of action may be brought under the UCL if a practice violates some other law. The "unlawful" prong of the UCL effectively deems a violation of the underlying law a *per se* violation of Business & Professions Code §§ 17200, *et seq.* *Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal. 4th 163, 180 (1999). Virtually any law or regulation – federal or state, statutory, or common law

1 – can serve as a predicate for a section 17200 “unlawful” violation. *Farmers Ins. Exch. v. Superior Court*,
2 2 Cal. 4th 377, 383 (1992).

3 163. The “unfair” prong of the UCL does not require a practice to be specifically proscribed by
4 any law. *Korea Supply Co. v. Lockheed Martin Corp.*, 20 Cal. 4th 1134, 1143 (2003) (internal citations
5 omitted). Pursuant to the California Supreme Court, the “unfair standard” is intentionally broad to give
6 maximum discretion to courts in prohibiting new schemes to defraud. *Cel-Tech Commc’ns, Inc.*, 20 Cal.
7 4th at 180-81.

8 164. Under the UCL, a “fraudulent” business act or practice is one where “members of the public
9 are likely to be deceived.” *Blakemore v. Superior Court*, 129 Cal. App. 4th 36, 49 (2005). A showing of
10 actual deception, reasonable reliance, or damages is not required. *Id.* The fraudulent prong may be used
11 to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual.
12 *Boschma v. Home Loan Ctr., Inc.*, 198 Cal. App. 4th 230, 253 (2011). As such, even a true statement may
13 be unlawful under section 17200 if it is “couched in such a manner that is likely to mislead or deceive...,
14 such as by failing to disclose other relevant information.” *Id.*

15 165. As discussed herein, Defendant’s business practices violate all three prongs of California’s
16 UCL.

17 Unlawful

18 166. As described herein, Defendant violated the Labor Code by, among other things, refusing
19 to properly compensate Plaintiff and the Non-Exempt Class members for all time worked because of its
20 rounding and misclassification policies. Failing to compensate employees for all time worked is a clear
21 violation of California law, and thus a per se violation of the UCL. *Cel-Tech Commc’ns, Inc.*, 20 Cal. 4th
22 at 180. Defendant further violated California law by failing to provide legally compliant meal and/or rest
23 periods and/or pay premium wages in lieu thereof; failing to timely pay all wages due and owing upon
24 separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized
25 wage statements; and failing to reimburse for necessary business expenses. Therefore, Defendant has
26 clearly engaged in unlawful business practices pursuant to Business & Professions Code §§ 17200 *et seq.*

27 ///

28 ///

Unfair

167. Defendant's policy, practice, procedure, guideline, and/or culture of instituting a rounding practice that rounds Non-Exempt Class members' hours worked to the nearest 15-minute increment, despite tracking their time entries to the exact minute, is inherently unfair because Defendant knowingly prevents the Non-Exempt Class members from receiving compensation for all time actually worked, in violation of California's policy of prompt payment of wages.

168. Defendant's policy, practice, procedure, guideline, and/or culture of failing to provide Non-Exempt Class members, including Plaintiff, with legally compliant meal and rest periods constitutes an unfair practice because Defendant knowingly strip the Non-Exempt Class members of their rights under the Labor Code.

169. Defendant also violates the unfair prong of the UCL by failing to pay premium wages to Non-Exempt Class members for unlawful meal and rest periods because Defendant knowingly denies Non-Exempt Class members, including Plaintiff, their legal right to one additional hour of pay at their regular rate of pay for each workday a meal and/or rest period was not provided.

170. Defendant's policy, practice, procedure, guideline, and/or culture of failing to provide Plaintiff and the Non-Exempt Class members with accurate itemized wage statements is a violation of the unfair prong of the UCL because Defendant knowingly denies Non-Exempt Class members their legal right and protected interest in readily ascertaining their total number of hours worked and the applicable hourly rates in effect during the pay period.

171. Additionally, Defendant's failure to timely pay Plaintiff and the Non-Exempt Class members all minimum, regular, overtime, and/or premium wages upon separation of employment violates the unfair prong of the UCL because Defendant knowingly deprived Non-Exempt Class members of timely compensation of their earned wages, in violation of California law.

Fraudulent

172. Defendant's policy, practice, procedure, guideline, and/or culture of rounding Non-Exempt Class members' hours worked, despite having the ability to capture and in fact capturing the exact amount of time Plaintiff and other Non-Exempt Class members worked during a shift is a fraudulent business practice because it knowingly and intentionally caused Non-Exempt Class members to be deprived of

1 earned wages and deceived Non-Exempt Class members, such as Plaintiff, as to their time worked and
2 wages earned.

3 173. Defendant's policy, practice, procedure, guideline, and/or culture of furnishing Plaintiff
4 and the Non-Exempt Class members with inaccurate itemized wage statements constitutes a fraudulent
5 business practice because Plaintiff and the Non-Exempt Class members are likely to be, and were actually
6 deceived, as to whether they were paid for all time worked.

7 174. As a direct and proximate result of Defendant's unlawful, unfair and fraudulent business
8 practices described herein, Plaintiff and the Non-Exempt Class have suffered injury-in-fact and have lost
9 wages rightfully owed to them.

10 175. Defendant acquired money and property owed to Plaintiff and the Non-Exempt Class by
11 means of an unlawful practice that constitutes unfair competition as defined by Business and Professions
12 Code §§ 17200, *et seq.*

13 176. Plaintiff and the Non-Exempt Class are persons in interest under Business and Professions
14 Code § 17203 to whom money and property should be restored. Business and Professions Code § 17203
15 states, in relevant part, that "any person may pursue representative claims or relief on behalf of others only
16 if the claimant meets the standing requirements of § 17204."

17 177. Plaintiff is a person who suffered injury in fact and lost money, wages, compensation, and
18 benefits, as a result of Defendant's unfair competition. Thus, pursuant to Business and Professions Code
19 §§ 17203 and 17204, Plaintiff may pursue representative claims and relief on behalf of herself and the
20 putative classes.

21 178. Pursuant to Business and Professions Code § 17203, "[t]he court may make such orders or
22 judgments, as may be necessary to restore to any person in interest any money or property, real or personal,
23 which may have been acquired by means of such unfair competition."

24 179. Defendant reaped unfair benefits and illegal profits at the expense of Plaintiff and the
25 Non-Exempt Class by committing the unlawful acts alleged herein. Thus, Defendant must make restitution
26 and/or be subject to other equitable relief pursuant to Business & Professions Code § 17203, and restore
27 all unpaid wages to Plaintiff and the Non-Exempt Class.
28

180. Through its unlawful, unfair and fraudulent conduct, Defendant has been unjustly enriched by receiving and continuing to receive benefits and profits at the expense of Plaintiff and the Non-Exempt Class. Therefore, pursuant to Business & Professions Code §§ 17200, *et seq.*, Defendant should be enjoined from this activity and made to disgorge all ill-gotten gains and restore Plaintiff and other Non-Exempt Class Members the wages wrongfully withheld from them.

181. Moreover, the unlawful, unfair and fraudulent conduct alleged herein has continued, and there is no indication that Defendant will refrain from such activity in the future. Plaintiff believes and alleges that if Defendant is not enjoined from the conduct described herein, Defendant will continue to violate California law at the expense of Non-Exempt Class Members. Accordingly, Plaintiff requests that the Court issue a preliminary and permanent injunction against Defendant.

182. Plaintiff and the Non-Exempt Class suffered and continue to suffer loss of wages and monies, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

183. Plaintiff seeks all available remedies on behalf of herself and on behalf of the Non-Exempt Class members including, but not limited to, restitution of all wages and all monies owed, all in an amount to be shown according to proof at trial. All such remedies are cumulative of relief available under other laws, pursuant to Business & Professions Code § 17205.

184. Plaintiff, on behalf of herself and the Non-Exempt Class, requests further relief as described in the below prayer.

NINTH CAUSE OF ACTION

CLAIMS FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS

GENERAL ACT OF 2004

[Labor Code §§ 2698, *et seq.*]

(Alleged By Plaintiff On Behalf of All Aggrieved Employees Against All Defendants)

185. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

186. By and through this representative action, Plaintiff intends to represent the following Aggrieved Employees:

All current and former non-exempt employees who performed work for Defendant in California during the period commencing one year and

sixty-five days prior to the filing of this Complaint through and including the last date of trial (hereinafter the “PAGA Period”) and who have suffered at least one of the violations alleged herein.

187. Plaintiff and all Aggrieved Employees are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

188. A more precise definition of the aggrieved employees may be determined after further investigation and discovery. Plaintiff reserves her right to redefine the group of Aggrieved Employees as permitted by California law.

189. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Labor Code § 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the aggrieved employees, pursuant to Labor Code § 2699(m).

190. This cause of action involves allegations of violations of Labor Code sections 201, 202, 203, 1174 and 1198. As such, Labor Code § 2699.5 provides for a civil penalty to be assessed and collected by the LWDA or recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3(a).

191. This cause of action involves allegations of violations of Labor Code sections 226, 226.7, 510, 512, 1194, 1197, and 2802. Pursuant to Labor Code § 2699.3(c), Defendant had 33 calendar days of the postmark date of the LWDA notice sent by Plaintiff to cure the alleged violations. To date, Defendant has not provided any written notice to Plaintiff that the alleged violations have been cured. Thus, Plaintiff may commence with this representative action to recover civil penalties for the alleged violations of Labor Code sections 226, 226.7, 510, 512, 1194, 1197, and 2802 pursuant to Labor Code § 2699 because the alleged violations have not been cured within the 33-day period.

192. Plaintiff is an “aggrieved employee” under the PAGA because she was employed by the alleged violator, Signature Sales, Inc., and personally suffered each of the alleged violations. Lab. Code § 2699 (c)(1). Thus, Plaintiff is properly suited to represent the interests of the other aggrieved employees who suffered a violation of the same Labor Code provisions alleged herein in a PAGA representative action.

193. Plaintiff alleges that all other non-exempt employees are also “aggrieved employees” under the PAGA because Signature Sales, Inc. employed them and they experienced one or more of the alleged violations outlined herein.

194. Plaintiff exhausted his obligation to provide administrative notice pursuant to Labor Code § 2699.3 and now seeks the recovery of all available civil penalties under Labor Code § 2699(a), injunctive relief under Labor Code § 2699(k)(1), as well as attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

195. Plaintiff, in her representative capacity, on behalf of herself and all other Aggrieved Employees, is entitled to and thus seeks to recover civil penalties through a representative enforcement action based on Defendant’s violations of the following Labor Code and/or IWC Wage Order provisions:

- a. Failure to pay all minimum, regular, and/or overtime wages in violation of Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the applicable IWC Wage Order;
- b. Failure to provide compliant meal periods and/or pay premium wages in violation of Labor Code §§ 226.7, 512, 558 and the “Meal Periods” section of the applicable IWC Wage Order;
- c. Failure to authorize or permit compliant rest periods and/or pay premium wages in violation of Labor Code § 226.7 and the “Rest Periods” section of the applicable IWC Wage Order;
- d. Failure to pay all wages due and owing upon separation of employment in violation of Labor Code §§ 201-203;
- e. Failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and the “Records” section of the applicable IWC Wage Order;

f. Failure to maintain accurate records in violation of Labor Code §§ 1174, 1174.5, and the “Records” section of the applicable IWC Wage Order; and

g. Failure to reimburse for necessary business expenses in violation of Labor Code § 2802.

196. Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$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 records required in section 226(a), in addition to any other penalty provided by law. Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code § 226.3 on behalf of herself and all other Aggrieved Employees.

197. For violations of paragraphs (1) to (7), inclusive, or paragraph (9) of Labor Code § 226(a), Labor Code § 2699(f)(2)(A)(i) imposes a civil penalty of \$25 for each aggrieved employee per pay period if the employee cannot promptly and easily determine from the wage statement alone the accurate information specified by section 226(a). For violations of paragraph (8) of Labor Code § 226(a), Labor Code § 2699(f)(2)(A)(i) imposes a civil penalty of \$25 per each aggrieved employee per pay period “if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer.” Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code § 2699(f)(2)(A)(i) for violations of Labor Code § 226(a) on behalf of herself and all other Aggrieved Employees.

198. Pursuant to Labor Code § 2699(i), Plaintiff is entitled to collect civil penalties for Defendant’s violations of Labor Code § 226 because, as described herein, Defendant knowingly and/or intentionally failed to provide Plaintiff and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code.

199. For violations of Labor Code §§ 510 and 512, in addition to any other recovery provided by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code § 558 on behalf of herself and all other Aggrieved Employees.

200. Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per employee that would be imposed pursuant to Labor Code § 2699(f) for a violation of Labor Code § 1174(d). Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code § 1174.5 on behalf of herself and all other Aggrieved Employees.

201. Pursuant to Labor Code § 1197.1, any employer or person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the applicable minimum wage, is subject to a civil penalty of \$100 for each underpaid employee for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each underpaid employee for each pay period for which the employee is underpaid. Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code § 1197.1 on behalf of herself and all other Aggrieved Employees.

202. For violations of certain Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, Labor Code §§ 201-203, 226.7, 1174(c)-(d), 1198, and 2802, and relevant IWC Wage Orders, Labor Code § 2699(f)(2)(A) imposes upon Defendant a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation. If the alleged violation results from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods, the civil penalty is \$50 for each aggrieved employee per pay period. Lab. Code § 2699(f)(2)(A)(ii). Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code § 2699(f)(2)(A) on behalf of herself and all other Aggrieved Employees for Defendant's violations of Labor Code 201-203, 226.7, 1174(c)-(d), 1198, and 2802, and relevant IWC Wage Orders.

203. Moreover, Labor Code § 2699(f)(2)(B) imposes a civil penalty of \$200 per pay period, per aggrieved employee if either of the following are met: (1) within the five (5) years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful; or (2) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive. Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code § 2699(f)(2)(B) on behalf of herself and all other

Aggrieved Employees for Defendant's violations of Labor Code 201-203, 226(a), 226.7, 1174(c)-(d), 1198, and 2802, and relevant IWC Wage Orders.

204. Pursuant to Labor Code § 2699(i), Plaintiff is entitled to collect civil penalties for Defendant's violations of Labor Code §§ 201-203 and 226 because, as described herein, Defendant willfully and/or intentionally failed to pay Plaintiff and other Aggrieved Employees all minimum, regular, and/or overtime wages and/or meal and rest period premium wages owed within the required time upon separation of their employment, and further knowingly and/or intentionally failed to provide accurate itemized wage statements.

205. Pursuant to Labor Code § 2699(k)(1), Plaintiff is entitled to an award of injunctive relief to enjoin Defendant from violating the Labor Code on behalf of current Aggrieved Employees.

206. Labor Code § 2699(k)(1) provides that an employee who prevails in a civil action brought pursuant to PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in her representative capacity on behalf of herself and all other Aggrieved Employees, is entitled to and seeks attorney's fees and costs.

207. Plaintiff in her representative capacity on behalf of herself and all other Aggrieved Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

208. Plaintiff, in her representative capacity on behalf of herself and all other Aggrieved Employees, requests further relief as described in the below prayer for relief.

PRAYER FOR RELIEF

Plaintiff prays for judgment against Defendant in favor of the class action as follows:

- a. For an order determining that this action may be maintained as a class action with the named Plaintiff as the class representative;
- b. For the attorneys appearing on the above caption to be named class counsel;
- c. For all wages, benefits, and damages due to Plaintiff and the Non-Exempt Class members pursuant to California law;
- d. For all minimum, regular, and/or overtime wages owed pursuant to Labor Code §§ 510, 1194, 1197.1, and/or other applicable law;

- e. For premium wages pursuant to Labor Code § 226.7 and/or other applicable law;
- f. For waiting time penalties pursuant to Labor Code § 203 and/or other applicable law;
- g. For a reimbursement of all work-related expenses pursuant to Labor Code § 2802;
- h. For damages, pursuant to Labor Code § 226(e)(1), Civil Code § 3281, and/or other applicable law;
- i. For all liquidated damages, pursuant to Labor Code §§ 1194.2, 1197.1, and/or other applicable law;
- j. For any and all penalties available for the violations alleged herein, including penalties under Labor Code §§ 203, 226(e)(1), 1197.1, and/or other applicable law;
- k. For any and all civil penalties available for the Labor Code violations alleged herein including, but not limited to, civil penalties under Labor Code §§ 226.3, 558, 1174.5, 1197.1, 2699(f), and/or other applicable law;
- l. For injunctive relief, pursuant to Labor Code §§ 2699(k)(1) and 226(h) and Business & Professions Code § 17203, and/or other applicable law;
- m. For restitution for Defendant's unfair, unlawful, and fraudulent business practices as provided by Labor Code § 1197.1, Business & Professions Code § 17203 and/or other applicable law;
- n. For reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 226(e)(1), 226(h), 1194(a), and 2699(k)(1), Code of Civil Procedure § 1021.5, the "common fund" theory, the "substantial benefit" theory, and/or other applicable law, theory or doctrine;
- o. For a declaratory judgment that Defendant violated Labor Code §§ 201-203, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; the "Meal Periods," "Rest Periods," "Hours and Days of Work," "Minimum Wages," and "Records," sections of the applicable IWC Wage Order; and Business & Professions Code §§ 17200 *et seq.*;
- p. For pre- and post- judgment interest as provided by California law;

- 1 q. For appropriate equitable relief pursuant to California law; and
2 r. For any other relief the Court may deem as just and proper.

3 **JURY TRIAL DEMAND**

4 Plaintiff demands a trial by jury on all issues triable to a jury.

5
6 Dated: April 17, 2025

GRAHAMHOLLIS APC

7
8 By: Allison E. Schubert

Nathan J. Reese

Allison E. Schubert

Attorneys for Plaintiff Alaine Hamblen

EXHIBIT 1

February 6, 2025

Attorneys at Law

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San Diego, California 92103
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VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Signature Sales Inc.
2740 Palisades Drive
Corona, CA 92882

Nick Schmalhofer
Agent for Service of Process
2740 Palisades Drive
Corona, CA 92882

**Re: Alaine Hamblen's Wage and Hour Claims Against
 Signature Sales Inc.**

Dear California Labor and Workforce Development Agency and Signature Sales Inc.:

Please be advised that Alaine Hamblen ("Claimant") has retained our firm to represent her for various claims against her former employer, Signature Sales Inc. (the "Company").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and the Company of the alleged California Labor Code ("Labor Code") and applicable Industrial Welfare Commission ("IWC") Wage Order violations Claimant claims that the Company committed against her and all other aggrieved employees in California. Claimant provides this notice, which includes the facts and theories to support the Labor Code violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3. Claimant intends to file a civil action against the Company to enforce her rights under the Labor Code and to seek civil penalties and injunctive relief pursuant to the PAGA for the

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

Allison Schubert

Alex Kuner

Dawn M. Berry

Taylor M. Gee

Samara Bahu

Ommar Chavez

Monique R. Rodriguez

alleged violations.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant intends to represent herself and all other current or former non-exempt employees in California who performed work for the Company and who have suffered at least one of the Labor Code violations described herein during the relevant time period (“Aggrieved Employees”).

BACKGROUND

Signature Sales Inc. is a manufacturer’s representative in the plumbing, PVF, and K&B industries and provides sales and marketing services in California, Arizona, Nevada, and Hawaii. The Company is a California corporation with its headquarters and principal place of business in Corona, California.

The Company employed Claimant from approximately August 19, 2024 until December 18, 2024. Claimant’s job title was Administrative Support for Social Media, Marketing, and Human Resources. When Claimant was first hired, she was classified as an exempt employee and paid a yearly salary of \$80,000. However, on November 18, 2024, the Company changed her classification to non-exempt and paid her an hourly wage of \$38.47 for the same job position. Claimant typically worked Monday through Friday from 9:00 a.m. to 5:00 p.m., although she frequently worked more than eight (8) hours in a workday and/or 40 hours in a workweek.

Claimant’s job duties consisted of writing content for the Company’s social media accounts, performing website analytics, and event planning. She also assisted the Company’s Human Resources Director with auditing the employee handbook, processing payroll, and providing support during the hiring process and the open enrollment period. On average, Claimant spent less than 50 percent of her work time assisting Human Resources with these tasks.

From August 19, 2024 to November 17, 2024, the Company improperly classified Claimant as an exempt salaried employee, ineligible to receive overtime pay for overtime hours worked and other protections afforded by the Labor Code and the IWC Wage Orders. At no time during Claimant’s employment was she employed in an executive, administrative, or professional exempt capacity. Claimant did not manage the Company’s business or subdivisions, nor did she have the authority to hire or fire employees. Further, Claimant was not primarily engaged in work directly related to management policies or general business operations of the Company. Claimant was also not permitted to exercise discretion and independent judgment in performing the majority of her job duties, as she was required to follow procedures and protocols established by the Company. Additionally, Claimant was not required to have advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction for their position.

Accordingly, Claimant was improperly classified as an exempt employee. In fact, the Company implicitly acknowledged her improper classification as an exempt employee because the Company reclassified her to non-exempt status on November 18, 2024, despite her job duties remaining largely the same.

The Company denied, and continues to deny, Claimant and other Aggrieved Employees specific rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, the Company (1) failed to pay all minimum, regular, and/or overtime wages; (2) failed to provide compliant meal periods and/or pay premium wages; (3) failed to authorize or permit compliant rest periods and/or pay premium wages; (4) failed to timely pay all wages due and owing upon separation of employment; (5) failed to furnish accurate itemized wage statements; (6) failed to maintain accurate records; and (7) failed to reimburse for necessary business expenses.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves her right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this letter on behalf of herself and all other current or former Aggrieved Employees against the Company and/or other persons that may be discovered after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to her civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDER

FAILURE TO PAY ALL MINIMUM, REGULAR, AND/OR OVERTIME WAGES

(Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198 and the
“Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage
Order)

The Company has a common practice of failing to pay Claimant and other Aggrieved Employees all minimum, regular, and/or overtime wages owed for all time actually worked on behalf of the Company. For instance, the Company implemented a rounding policy by which the regular and overtime hours worked by Claimant and other Aggrieved Employees were rounded to the nearest

fifteen minute increment, even though the Company has the ability to capture, and did in fact capture, the exact amount of time Aggrieved Employees worked during a shift in its electronic timekeeping system. The Company unnecessarily rounded their hours worked and therefore failed to provide Claimant and other Aggrieved Employees with compensation according to their actual time punches. The Company's rounding policy systemically deprived Aggrieved Employees of compensation for all hours worked.

Further, the Company has a common practice of rounding Aggrieved Employees' meal period times. For instance, if an employee takes a 20-minute meal period, the Company will round up the meal period time to 30-minutes. In doing so, the Company improperly deducts Aggrieved Employees' hours worked and does not compensate them for that time.

Moreover, as a result of the Company's misclassification of Claimant as an exempt salaried employee, she was not paid any overtime wages for hours worked in excess of eight hours in a workday and/or 40 hour in a workweek during the time frame she was misclassified.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND/OR PAY PREMIUM WAGES

(Labor Code §§ 226.7, 512, 558 and the "Meal Periods" section of the Applicable IWC Wage Order)

The Company has a common practice of not providing Claimant and other Aggrieved Employees with the opportunity to take 30-minute, off-duty, uninterrupted meal periods that are free from the employer's control when they work more than six hours in a workday. For instance, Claimant was not provided with the opportunity to take lawful meal periods because she was improperly classified as an exempt, salaried employee. Claimant was often required to take "working lunches" while she was misclassified as exempt. On information and belief, other Aggrieved Employees were required to take short, late, or interrupted meal periods, or were not relieved of all work duties when taking their meal periods.

The Company knew or should have known that Claimant and other Aggrieved Employees were not provided with compliant meal periods, but nonetheless did not pay Claimant or other Aggrieved Employees with one-hour of premium wages at their regular rate of pay for each workday a compliant meal period was not provided. For instance, the Company had knowledge of short meal periods because it would round up these time entries to reflect 30-minute meal periods. The Company further failed to pay Claimant for any meal period premiums she is owed

during the time frame she was misclassified, despite reclassifying her to non-exempt status for the same job position with the same job duties.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**FAILURE TO AUTHORIZE OR PERMIT COMPLIANT REST PERIODS AND/OR
PAY PREMIUM WAGES**

(Labor Code § 226.7, and the “Rest Periods” section of the applicable IWC Wage Order)

The Company has a common practice of not authorizing or permitting Claimant and other Aggrieved Employees to take 10-minute rest periods per every four-hour work period, or major fraction thereof. For instance, Claimant was not provided with the opportunity to take lawful rest periods because she was improperly classified as an exempt, salaried employee. Claimant rarely, if ever, took a 10-minute rest break while she was misclassified. Claimant is informed and believes that other Aggrieved Employees were similarly not authorized or permitted to take an uninterrupted, workfree rest period for every 3.5 hours that they worked. Claimant and other Aggrieved Employees were not paid rest period premiums for non-compliant rest periods.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO PAY ALL WAGES OWED UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, and 203)

The Company has a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. The Company failed to pay Claimant and other Aggrieved Employees for all time worked and all premium wages for non-compliant meal and rest periods upon separation of employment. For instance, the Company did not immediately pay Claimant her owed minimum, overtime, and meal and rest period premium wages at separation of employment. Claimant has yet to be paid, and she has not received any waiting time penalties for the late payment of her wages.

The Company knew or should have known that Claimant and other Aggrieved Employees were not paid for all wages owed and/or knew or should have known that the meal breaks provided were short, late, or interrupted. The Company acknowledged that Claimant was misclassified by re-classifying her to non-exempt status, but did not pay her for the owed overtime and premium wages. Further, the Company has engaged in an unlawful practice of rounding of employees’ time entries and meal periods, as well as the illegal practice of not paying for meal or rest period

premiums. Therefore, the Company's failure to timely pay final wages was willful and/or intentional. Claimant and other former Aggrieved Employees are therefore entitled to civil penalties for the Company's violation of Labor Code § 203.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226 and 226.3, and the "Records" section of the Applicable IWC Wage Order)

The Company knowingly and/or intentionally failed to provide Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements did not, among other things, include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate. The wage statements issued by the Company further failed to reflect meal and rest period premiums owed to Claimant and other Aggrieved Employees. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 1174, 1174.5, and the "Records" section of the Applicable IWC Wage Order)

As set forth above, the Company violated its recordkeeping requirements by failing to accurately record employee hours actually worked including, but not limited to, the Company's failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the wages earned and paid, among other things. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Labor Code § 2802)

The Company has a common practice of requiring Claimant and other Aggrieved Employees to use their personal cell phones in the discharge of their job duties without reimbursement. Specifically, Claimant was required to use her personal cell phone to communicate with her supervisors and other co-workers regarding work-related issues, access her work emails and work chats through Google Chat, check the Company's social media accounts, and call vendors when assisting with event planning. Claimant was not provided reimbursement by the Company for use of her personal cell phone. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

**CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR
CODE AND APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 558(a), 1174.5, 1197.1, 2699(f)(2), and 2699(K)(1))

Labor Code § 558(a) subjects any employer or any person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558.1) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows: “[f]or 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. 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.”

Labor Code § 558.1(a) further states that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” This includes the owners, officers, directors, or managing agents of the employer. Lab. Code § 558.1(b).

For violations of Labor Code § 1174 subdivisions (c) and (d), Labor Code § 1174.5 imposes a civil penalty of \$500 for any willful violation.

Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable

penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f)(2) imposes a civil penalty of \$100 per pay period, per aggrieved employee for violations of certain Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 226.7, 1198, 2802, and relevant IWC Wage Orders. If the alleged violation results from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods, the civil penalty is \$50 for each aggrieved employee per pay period. Lab. Code § 2699(f)(2)(A)(ii).

Moreover, Labor Code § 2699(f)(2) imposes a civil penalty of \$200 per pay period, per aggrieved employee if either of the following are met: (1) within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful; or (2) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

For violations of paragraphs (1) to (7), inclusive, or paragraph (9) of Labor Code § 226(a), Labor Code § 2699(f)(2)(A) imposes a civil penalty of \$25 for each aggrieved employee per pay period if the employee can promptly and easily determine from the wage statement alone the accurate information specified by section 226(a). For violations of paragraph (8) of Labor Code § 226(a), Labor Code § 2699(f) imposes a civil penalty of \$25 per each aggrieved employee per pay period "if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer."

If an employer fails to provide an itemized payroll statement during any of the pay periods at issue, the civil penalties set forth in Labor Code § 2699(f)(2) apply.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to pay all minimum, regular, and/or overtime wages; failing to provide compliant meal periods and/or pay premium wages; failing to authorize or permit compliant rest periods and/or pay premium wages; failing to timely pay all wages due and owing upon separation of employment; failing to furnish accurate itemized wage statements; failing to maintain accurate records; and failing to reimburse for necessary business expenses. As a result, the Company is liable for civil penalties under the PAGA. The Company must also be enjoined from engaging in the violations of law described herein. Claimant will pursue all available remedies for the Company's violations stated herein, on behalf of herself, other Aggrieved Employees, and the State of California to the extent allowed by law.

**ATTORNEY'S FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND
APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 218.5, 226(e), 1194, 2699(k)(1), and 2802)

Labor Code §§ 218.5, 226(e), 1194, and 2802, among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorney's fees and costs. Under Labor Code § 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code § 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and she will continue to incur such as a result of the Company's unlawful actions. Claimant will pursue all available remedies, including those provided by the PAGA, on behalf of herself, other Aggrieved Employees, and the State of California to the extent permitted by law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated the Labor Code and relevant IWC Wage Order and thereby deprived Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the State of California. Accordingly, if the LWDA declines to intervene or act within time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of herself, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Very truly yours,



Allison E. Schubert