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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ABEER ABDULAHAD, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

BRIGHT HORIZONS CHILDREN'S
CENTERS LLC, a Delaware limited liability
company; BRIGHT HORIZONS FAMILY
SOLUTIONS LLC, a Delaware limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No: **25STCV03232**

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 8) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

1 PLAINTIFF ABEER (ABBY) ABDULAHAD (“PLAINTIFF”), an individual, on behalf
2 of herself and all other similarly situated current and former employees, allege on information
3 and belief, except for her own acts and knowledge which are based on personal knowledge, the
4 following:

5 **PRELIMINARY ALLEGATIONS**

6 1. Defendant BRIGHT HORIZONS CHILDREN’S CENTER LLC (“Defendant”) is
7 a Delaware limited liability company that at all relevant times mentioned herein conducted and
8 continues to conduct substantial and regular business throughout California.

9 2. Defendant BRIGHT HORIZONS FAMILY SOLUTIONS LLC (“Defendant”
10 collectively “Defendants”) is a Delaware limited liability company that at all relevant times
11 mentioned herein conducted and continues to conduct substantial and regular business throughout
12 California.

13 3. DEFENDANTS provide early education and childcare, adult care and workplace
14 education services in the state of California, including the county of Los Angeles, where
15 PLAINTIFF worked. Defendants have over 50 locations throughout California.

16 4. PLAINTIFF was employed by DEFENDANT in California from November 7,
17 2011 to December 23, 2024 as a non-exempt employee, paid an hourly basis, and entitled to the
18 legally required meal and rest periods and payment of minimum and overtime wages due for all
19 time worked.

20 5. PLAINTIFF brings this Class Action on behalf of herself and a California class,
21 defined as all persons who are or previously were employed by Defendants in California and
22 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period
23 beginning four (4) years prior to the filing of the original Complaint and ending on the date as
24 determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate
25 claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

26 6. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
27 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
28 the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice which failed to

1 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged
2 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
3 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA
4 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
5 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
6 other members of the CALIFORNIA CLASS who have been economically injured by
7 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
8 relief.

9 7. The true names and capacities, whether individual, corporate, subsidiary,
10 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently
11 unknown to PLAINTIFF who therefore sues DEFENDANT by such fictitious names pursuant to
12 Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the
13 true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF
14 is informed and believes, and based upon that information and belief alleges, that the
15 DEFENDANT named in this Complaint, including DOES 1 through 50, inclusive, are responsible
16 in some manner for one or more of the events and happenings that proximately caused the injuries
17 and damages hereinafter alleged.

18 8. The agents, servants and/or employees of the Defendant and each of them acting
19 on behalf of the Defendant acted within the course and scope of his, her or its authority as the
20 agent, servant and/or employee of the Defendant, and personally participated in the conduct
21 alleged herein on behalf of the Defendant with respect to the conduct alleged herein.
22 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
23 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
24 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
25 Defendants' agents, servants and/or employees.

26 9. DEFENDANT was PLAINTIFF'S employers or persons acting on behalf of the
27 PLAINTIFF'S employer, within the meaning of California Labor Code § 558, who violated or
28 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
2 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
3 at all relevant times.

4 10. DEFENDANT was PLAINTIFF'S employer or person acting on behalf of
5 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
6 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
7 employee a wage less than the minimum fixed by California state law, and as such, are subject to
8 civil penalties for each underpaid employee.

9 11. DEFENDANT's uniform policies and practices alleged herein were unlawful,
10 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
11 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

12 12. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
13 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
14 other members of the CALIFORNIA CLASS who has been economically injured by
15 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
16 relief.

17 13. PLAINTIFF is informed and believes, and thereon alleges, that at all relevant
18 times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and
19 Class Members because Defendants have (1) Jointly exercised meaningful control over the work
20 performed by Plaintiff and class members; (2) jointly exercised meaningful control over
21 Plaintiff's and class members' wages, hours, and working conditions, including the quantity,
22 quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and
23 Class Members; (3) jointly required that Plaintiff and Class Members perform work which is an
24 integral part of Defendants' business; and (4) jointly exercised control over Plaintiff and class
25 members as a matter of economic reality in that Plaintiff and class members were dependent on
26 Defendants, who shared their working conditions, and who jointly reaped the benefits from the
27 underpayment of their wages and noncompliance with other statutory provisions governing their
28 employment.

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2 **JURISDICTION AND VENUE**

3 14. This Court has jurisdiction over this Action pursuant to California Code of Civil
4 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
5 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
6 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

7 15. This court has jurisdiction over Defendants because Defendants are either citizens
8 of California, have sufficient minimum contacts in California, or otherwise intentionally avail
9 themselves of the California market so as to render the exercise of jurisdiction over them by the
10 California courts consistent with traditional notions of fair play and substantial justice. There is
11 no basis for federal jurisdiction in this action because there is no complete diversity, and this case
12 fails within the statutory exceptions to “minimal diversity” jurisdiction under the Class Action
13 Fairness Act, 28 U.S.C. §1332(d)(4). Upon information and belief, two-thirds or more of the class
14 members and Defendants are citizens of California and/or (1) two-thirds of the class members and
15 Defendants are citizens of California; and (2) the alleged wage and hour violations occurred in
16 California.

17 16. Venue is proper in this Court pursuant to California Code of Civil Procedure,
18 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
19 the CALIFORNIA CLASS across California, including in this County, and committed the
20 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

21 **THE CONDUCT**

22 17. In violation of the applicable sections of the California Labor Code and the
23 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a
24 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
25 failed to provide legally compliant meal and rest periods, failed to accurately compensate
26 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
27 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
28 time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS

1 for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA
2 CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other
3 members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse
4 PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue
5 to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage
6 statements showing, among other things, all applicable hourly rates in effect during the pay
7 periods and the corresponding amount of time worked at each hourly rate. Further, Further, during
8 the CALIFORNIA CLASS PERIOD, DEFENDANTS required PLAINTIFF and other
9 CALIFORNIA CLASS Members to complete a COVID -19 questionnaire on their personal cell
10 phone regarding whether these employees had any symptoms prior to clocking into
11 DEFENDANT's timekeeping systems for the workday. DEFENDANT's uniform policies and
12 practices are intended to purposefully avoid the accurate and full payment for all time worked as
13 required by California law which allows DEFENDANT to illegally profit and gain an unfair
14 advantage over competitors who comply with the law. To the extent equitable tolling operates to
15 toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be
16 adjusted accordingly.

17 **A. Meal Period Violations**

18 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
19 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
20 meaning the time during which an employee is subject to the control of an employer, including
21 all the time the employee is suffered or permitted to work. From time to time during the CLASS
22 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
23 without paying them for all the time they were under DEFENDANT's control. Specifically,
24 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be
25 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
26 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
27 Members forfeited minimum wage and overtime compensation by regularly working without their
28 time being accurately recorded and without compensation at the applicable minimum wage and

1 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
2 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
3 records.

4 19. From time to time during the CLASS PERIOD, as a result of their rigorous work
5 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
6 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
7 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
8 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
9 more than five (5) hours during some shifts without receiving a meal break. Further,
10 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
11 off-duty meal period for some workdays in which these employees are required by DEFENDANT
12 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
13 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
14 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other
15 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.
16 Further, DEFENDANT required PLAINTIFF and the CALIFORNIA CLASS Members to
17 maintain cordless communication devices on them during meal periods in order to receive and
18 respond to work-related communications. DEFENDANT's failure to provide PLAINTIFF and
19 the CALIFORNIA CLASS Members with legally required meal breaks is evidenced by
20 DEFENDANT's business records. PLAINTIFF and other members of the CALIFORNIA CLASS
21 therefore forfeit meal breaks without additional compensation and in accordance with
22 DEFENDANT's strict corporate policy and practice.

23 **B. Rest Period Violations**

24 20. From time to time during the CLASS PERIOD, PLAINTIFF and other
25 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
26 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
27 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
28 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four

(4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time, required to remain on premises, on duty and/or on call. Further, DEFENDANT required PLAINTIFF and the CALIFORNIA CLASS Members to maintain cordless communication devices on them during rest periods in order to receive and respond to work-related communications. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

C. Unreimbursed Business Expenses

21. DEFENDANT as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

22. In the course of their employment, DEFENDANT required PLAINTIFF and other CALIFORNIA CLASS Members to incur personal expenses for the use of their personal cell phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required to use their personal cell phones in order to

1 perform work related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF
2 and other CALIFORNIA CLASS Members for the use of their personal cell phones. As a result,
3 in the course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA
4 CLASS Members incurred unreimbursed business expenses that included, but were not limited
5 to, costs related to the use of their personal cell phones on behalf of and for the benefit of
6 DEFENDANT.

7 **D. Wage Statement Violations**

8 23. California Labor Code Section 226 required an employer to furnish its employees
9 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
10 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
11 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
12 name of the employee and only the last four digits of the employee's social security number or an
13 employee identification number other than a social security number, (8) the name and address of
14 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
15 period and the corresponding number of hours worked at each hourly rate by the employee.

16 24. From time to time during the CLASS PERIOD, when PLAINTIFF and other
17 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
18 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
19 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
20 accurate wage statements which failed to show the complete requirements under California Labor
21 Code sections 226(a)(1)-(9), including but not limited to, all deductions, the total hours worked
22 and all applicable hourly rates in effect during the pay period and the corresponding amount of
23 time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
24 periods.

25 25. Further, DEFENDANT from time to time issued wage statements to PLAINTIFF
26 and other CALIFORNIA CLASS Members that failed to show the accurate name and address of
27 the legal entity that is the employer, in violation of Cal. Lab. Code § 226(a)(8).
28

1 26. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
2 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
3 Cal. Lab. Code § 226(a)(1)-(9).

4 27. As a result, DEFENDANTS issued PLAINTIFF and other members of the
5 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
6 DEFENDANT's violations are knowing and intentional, and were not isolated due to an
7 unintentional payroll error due to clerical or inadvertent mistake.

8 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

9 28. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
10 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
11 for all hours worked.

12 29. During the CLASS PERIOD, from time-to-time DEFENDANTS required
13 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
14 work. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS having to
15 work while off-the-clock.

16 30. DEFENDANTS directed and directly benefited from the undercompensated off-
17 the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

18 31. DEFENDANTS controlled the work schedules, duties, protocols, applications,
19 assignments, and employment conditions of PLAINTIFF and the other members of the
20 CALIFORNIA CLASS.

21 32. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
22 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
23 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
24 wages earned and owed for all the work they performed.

25 33. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
26 exempt employees, subject to the requirements of the California Labor Code.

27 34. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
28 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed

1 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
2 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
3 eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime
4 pay.

5 35. DEFENDANTS knew or should have known that PLAINTIFF and the other
6 members of the CALIFORNIA CLASS's off-the-clock work was compensable under the law.

7 36. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
8 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and
9 benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and
10 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
11 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
12 records.

13 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
14 **and Redeemed Sick Pay**

15 37. From time to time during the CLASS PERIOD, DEFENDANTS failed and
16 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
17 Members for their overtime and double time hours worked, meal and rest period premiums, and
18 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
19 forfeited wages due to them for working overtime without compensation at the correct overtime
20 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
21 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS Members at
22 the correct rate for all overtime and double time worked, meal and rest period premiums, and
23 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANTS' business
24 records.

25 38. State law provides that employees must be paid overtime at one-and-one-half times
26 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
27 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
28 employee's performance.

1 39. The second component of PLAINTIFF's and other CALIFORNIA CLASS
2 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
3 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
4 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
5 basis with bonus compensation when the employees met the various performance goals set by
6 DEFENDANTS.

7 40. However, from-time-to-time, when calculating the regular rate of pay, in those pay
8 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
9 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
10 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
11 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
12 rather than just all non-overtime hours worked. Management and supervisors described the
13 incentive/bonus program to potential and new employees as part of the compensation package.
14 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
15 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted
16 in a systematic underpayment of overtime and double time compensation, meal and rest period
17 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by
18 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
19 for non-employees shall be calculated in the same manner as the regular rate of pay for the
20 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
21 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by
22 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of
23 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
24 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

25 41. In violation of the applicable sections of the California Labor Code and the
26 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
27 matter of company policy, practice, and procedure, intentionally and knowingly failed to
28 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate

1 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
2 This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the
3 payment of the correct overtime and double time compensation, meal and rest period premiums,
4 and sick pay as required by California law which allowed DEFENDANTS to illegally profit and
5 gain an unfair advantage over competitors who complied with the law. To the extent equitable
6 tolling operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS,
7 the CLASS PERIOD should be adjusted accordingly.

8 **G. Violations for Untimely Payment of Wages**

9 42. Pursuant to California Labor Code section 204, PLAINTIFF and the
10 CALIFORNIA CLASS members were entitled to timely payment of wages during their
11 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
12 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
13 meal period premium wages, and rest period premium wages within permissible time period.

14 43. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the
15 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant
16 to Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall
17 become due and payable not later than 72 hours thereafter, unless the employee has given 72
18 hours previous notice of his or her intention to quit, in which case the employee is entitled to his
19 or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS Members
20 were, from time to time, not timely provided the wages earned and unpaid at the time of their
21 discharge and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

22 44. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
23 paying all wages due at time of termination for all CALIFORNIA CLASS Members whose
24 employment ended during the CLASS PERIOD.

25 **H. Unlawful Deductions**

26 45. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
27 and CALIFORNIA CLASS Members’ pay without explanations and without authorization to do
28

1 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
2 DEFENDANTS violated Labor Code § 221.

3 **I. Timekeeping Manipulation**

4 46. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
5 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
6 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
7 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
8 and rest breaks. As a result, DEFENDANTS was able to and did in fact, unlawfully, and
9 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
10 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
11 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
12 missed rest breaks.

13 47. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
14 time-to-time, forfeited time worked by working without their time being accurately recorded and
15 without compensation at the applicable pay rates.

16 48. The mutability of the timekeeping system also allowed DEFENDANTS to alter
17 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
18 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
19 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
20 were not at all times provided an off-duty meal break. This practice is a direct result of
21 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
22 minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks.

23 49. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
24 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and
25 benefit for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy
26 and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for
27 all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
28 records.

1 **J. Unlawful Rounding Practices**

2 50. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
3 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
4 CALIFORNIA CLASS Members for the actual time these employees worked each day,
5 including overtime hours. Specifically, DEFENDANTSS had in place an unlawful rounding
6 policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
7 undercompensated for all of their time worked. As a result, DEFENDANTS was able to and did
8 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
9 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
10 these employees for all their time worked, including the applicable overtime compensation for
11 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from
12 time to time, forfeited compensation for their time worked by working without their time being
13 accurately recorded and without compensation at the applicable overtime rates.

14 51. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
15 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
16 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
17 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
18 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an
19 off-duty meal break.

20 **K. Sick Pay Violations**

21 52. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after
22 July 1, 2015, works in California for the same employer for 30 or more days within a year from the
23 commencement of employment is entitled to paid sick days as specified in this section." Further,
24 Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to
25 time, DEFENDANTS failed to have a policy or practice in place that provided PLAINTIFF and
26 other members of the CALIFORNIA CLASS with sick days and/or paid sick leave.

27 53. California Labor Code Section 246(i) requires an employer to furnish its employees
28 with written wage statements setting forth the amount of paid sick leave available. From time to

1 time, DEFENDANTS violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF and other
2 members of the CALIFORNIA CLASS with wage statements setting forth the amount of paid sick
3 leave available.

4 54. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
5 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
6 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
7 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
8 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
9 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
10 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
11 DEFENDANTS' policy caused PLAINTIFF to remain on-call and on-duty during what was
12 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
13 without additional compensation and in accordance with DEFENDANTS' strict corporate policy
14 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to
15 comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF
16 for required business expenses related to the personal expenses incurred for the use of her personal
17 cell phone on behalf of and in furtherance of her employment with DEFENDANTS. To date,
18 DEFENDANTS has not fully paid PLAINTIFF the minimum, overtime and double time
19 compensation still owed to her or any penalty wages owed to her under Cal. Lab. Code § 203. The
20 amount in controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

21 **CLASS ACTION ALLEGATIONS**

22 55. PLAINTIFF bring this Class Action on behalf of herself, and a California class
23 defined as all persons who are or previously were employed by Defendants in California and
24 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
25 beginning four (4) years prior to the filing of the original Complaint and ending on the date as
26 determined by the Court (the "CLASS PERIOD").

27 56. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
28 deprived of wages and penalties from unpaid wages earned and due, including but not limited to

1 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
2 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
3 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
4 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

5 57. The members of the class are so numerous that joinder of all class members is
6 impractical.

7 58. Common questions of law and fact regarding DEFENDANTS' conduct, including
8 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
9 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
10 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
11 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide
12 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
13 wage and overtime, exist as to all members of the class and predominate over any questions
14 affecting solely any individual members of the class. Among the questions of law and fact
15 common to the class are:

- 16 a. Whether DEFENDANTS maintained legally compliant meal period policies and
17 practices;
- 18 b. Whether DEFENDANTS maintained legally compliant rest period policies and
19 practices;
- 20 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
21 CLASS Members accurate premium payments for missed meal and rest periods;
- 22 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
23 CLASS Members accurate overtime wages;
- 24 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
25 CLASS Members at least minimum wage for all hours worked;
- 26 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the
27 CALIFORNIA CLASS Members for required business expenses;
- 28 g. Whether DEFENDANTS issued legally compliant wage statements;

1 h. Whether DEFENDANTS committed an act of unfair competition by
2 systematically failing to record and pay PLAINTIFF and the other members of the
3 CALIFORNIA CLASS for all time worked;

4 i. Whether DEFENDANTS committed an act of unfair competition by
5 systematically failing to record all meal and rest breaks missed by PLAINTIFF
6 and other CALIFORNIA CLASS Members, even though DEFENDANTS enjoyed
7 the benefit of this work, required employees to perform this work and permits or
8 suffers to permit this work;

9 j. Whether DEFENDANTS committed an act of unfair competition in violation of
10 the UCL, by failing to provide the PLAINTIFF and the other members of the
11 CALIFORNIA CLASS with the legally required meal and rest periods.

12 59. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as
13 a result of DEFENDANTS' conduct and actions alleged herein.

14 60. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
15 PLAINTIFF has the same interests as the other members of the class.

16 61. PLAINTIFF will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS Members.

18 62. PLAINTIFF retained able class counsel with extensive experience in class action
19 litigation.

20 63. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
21 interest of the other CALIFORNIA CLASS Members.

22 64. There is a strong community of interest among PLAINTIFF and the members of
23 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
24 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
25 sustained.

26 65. The questions of law and fact common to the CALIFORNIA CLASS Members
27 predominate over any questions affecting only individual members, including legal and factual
28 issues relating to liability and damages.

66. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

67. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

68. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

69. DEFENDANTS is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

1 70. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
2 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
3 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
4 as follows:

5 Any person who engages, has engaged, or proposes to engage in unfair competition may
6 be enjoined in any court of competent jurisdiction. The court may make such orders or
7 judgments, including the appointment of a receiver, as may be necessary to prevent the
8 use or employment by any person of any practice which constitutes unfair competition, as
9 defined in this chapter, or as may be necessary to restore to any person in interest any
10 money or property, real or personal, which may have been acquired by means of such
11 unfair competition. (Cal. Bus. & Prof. Code § 17203).

12 71. By the conduct alleged herein, DEFENDANTS has engaged and continues to
13 engage in a business practice which violates California law, including but not limited to, the
14 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
15 including Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1,
16 1198, and 2802, for which this Court should issue declaratory and other equitable relief pursuant
17 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held
18 to constitute unfair competition, including restitution of wages wrongfully withheld.

19 72. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and
20 unfair in that these practices violated public policy, were immoral, unethical, oppressive,
21 unscrupulous, or substantially injurious to employees, and were without valid justification or
22 utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203
23 of the California Business & Professions Code, including restitution of wages wrongfully
24 withheld.

25 73. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and
26 fraudulent in that DEFENDANTS’ uniform policy and practice failed to provide the legally
27 mandated meal and rest periods and the required amount of compensation for missed meal and
28 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
necessary business expenses incurred, due to a systematic business practice that cannot be
justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should

1 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
2 restitution of wages wrongfully withheld.

3 74. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
4 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
5 other members of the CALIFORNIA CLASS to be underpaid during their employment with
6 DEFENDANTS.

7 75. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
8 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
9 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
10 required by Cal. Lab. Code §§ 226.7 and 512.

11 76. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
12 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
13 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
14 each workday in which a second off-duty meal period was not timely provided for each ten (10)
15 hours of work.

16 77. PLAINTIFF further demands on behalf of herself and on behalf of each
17 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
18 not timely provided as required by law.

19 78. By and through the unlawful and unfair business practices described herein,
20 DEFENDANTS has obtained valuable property, money and services from PLAINTIFF and the
21 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
22 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
23 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
24 to unfairly compete against competitors who comply with the law.

25 79. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
27 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
28

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

3 80. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
4 and do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANTS has acquired, or of which PLAINTIFF and the other members of the
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
7 business practices, including earned but unpaid wages for all time worked.

8 81. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
10 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from
11 engaging in any unlawful and unfair business practices in the future.

12 82. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
13 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
14 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
15 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
16 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
17 and economic harm unless DEFENDANTS is restrained from continuing to engage in these
18 unlawful and unfair business practices.

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

21 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

22 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

23 83. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 84. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
28

1 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
2 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

3 85. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked.

5 86. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to employees, and the payment of a less wage than
7 the minimum so fixed is unlawful.

8 87. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum wage compensation and interest thereon, together with the costs of suit.

10 88. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
11 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
12 they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully
13 and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
14 CALIFORNIA CLASS.

15 89. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
18 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

19 90. In committing these violations of the California Labor Code, DEFENDANTS
20 inaccurately calculated the correct time worked and consequently underpaid the actual time
21 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted
22 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
23 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
24 laws and regulations.

25 91. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
26 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
27 minimum wage compensation for their time worked for DEFENDANTS.
28

1 92. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
3 failure to pay all earned wages.

4 93. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
5 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
6 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
7 suffered and will continue to suffer an economic injury in amounts which are presently unknown
8 to them, and which will be ascertained according to proof at trial.

9 94. DEFENDANTS knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were under-compensated for their time worked.
11 DEFENDANTS systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
13 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
14 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
15 for their time worked.

16 95. In performing the acts and practices herein alleged in violation of California labor
17 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
18 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
19 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
20 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
21 consequences to them, and with the despicable intent of depriving them of their property and legal
22 rights, and otherwise causing them injury in order to increase company profits at the expense of
23 these employees.

24 96. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
26 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
27 California Labor Code and/or other applicable statutes. To the extent minimum wage
28 compensation is determined to be owed to the CALIFORNIA CLASS Members who have

1 terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or
2 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
3 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
4 Members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good
5 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
6 recover statutory costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure To Pay Overtime Compensation**

9 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

11 97. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
13 Complaint.

14 98. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
15 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
16 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
17 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
18 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

19 99. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
20 policy, an employer must timely pay its employees for all hours worked.

21 100. Cal. Lab. Code § 510 provides that employees in California shall not be employed
22 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
23 they receive additional compensation beyond their regular wages in amounts specified by law.

24 101. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
25 including minimum and overtime compensation and interest thereon, together with the costs of
26 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
27 than those fixed by the Industrial Welfare Commission is unlawful.
28

1 102. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
2 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
3 they worked, including overtime work.

4 103. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
6 implementing a uniform policy and practice that failed to accurately record overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
9 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
10 (12) hours in a workday, and/or forty (40) hours in any workweek.

11 104. In committing these violations of the California Labor Code, DEFENDANTS
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

17 105. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
18 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
19 overtime compensation for their time worked for DEFENDANTS.

20 106. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to
22 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFF brings this Action on behalf of herself, and the CALIFORNIA CLASS, based on
26 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
27 California.

1 107. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
3 a failure to pay all earned wages.

4 108. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
6 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
7 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
8 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANTS
9 failed to accurately record and pay as evidenced by DEFENDANTS' business records and
10 witnessed by employees.

11 109. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
12 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
13 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
14 CLASS have suffered and will continue to suffer an economic injury in amounts which are
15 presently unknown to them, and which will be ascertained according to proof at trial.

16 110. DEFENDANTS knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS were undercompensated for their time worked.
18 DEFENDANTS systematically elected, either through intentional malfeasance or gross
19 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
20 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
21 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages for
22 their overtime worked.

23 111. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
26 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

3 112. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
4 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
5 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
6 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
7 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
8 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
9 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
10 penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional,
11 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
12 entitled to seek and recover statutory costs.

13 **FOURTH CAUSE OF ACTION**

14 **Failure To Provide Required Meal Periods**

15 **(Cal. Lab. Code §§ 226.7 & 512)**

16 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

17 113. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
19 Complaint.

20 114. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
21 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
22 required by the applicable Wage Order and Labor Code. The nature of the work performed by
23 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
24 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
25 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
26 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANTS'
27 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
28 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business

1 records. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS
2 Members with a second off-duty meal period in some workdays in which DEFENDANTS
3 required these employees to work ten (10) hours of work. As a result, PLAINTIFF and other
4 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
5 and in accordance with DEFENDANTS' strict corporate policy and practice.

6 115. DEFENDANTS further violated California Labor Code §§ 226.7 and the
7 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
8 Members who were not provided a meal period, in accordance with the applicable Wage Order,
9 one additional hour of compensation at each employee's regular rate of pay for each workday that
10 a meal period was not provided.

11 116. As a proximate result of the aforementioned violations, PLAINTIFF and
12 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
13 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Provide Required Rest Periods**

16 **(Cal. Lab. Code §§ 226.7 & 512)**

17 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

18 117. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
20 Complaint.

21 118. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
22 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
23 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
24 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
25 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
26 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
27 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
28 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other

CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

119. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

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

SIXTH CAUSE OF ACTION

Failure To Reimburse Employees for Required Business Expenses

(Cal. Lab. Code §§ 2802)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

121. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

122. Cal. Lab. Code § 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

123. From time to time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANTS'

benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, personal expenses incurred for the use of their personal cellular phone and/or mobile data expenses, all on behalf of and for the benefit of DEFENDANTS. Specifically, DEFENDANT required PLAINTIFF and other CALIFORNIA CLASS Members to use their personal cell phones and/or mobile data expenses to execute their essential job duties on behalf of DEFENDANTS. PLAINTIFF was required to use PLAINTIFF'S personal cellular phone to communicate with managers and staff members to discuss work-related matters. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell phones for DEFENDANTS within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS is estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

124. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by her and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

SEVENTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

125. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

126. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

- a. Gross wages earned,
- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

127. DEFENDANTS have knowingly and intentionally provided PLAINTIFF and CALIFORNIA CLASS Members with uniform, incomplete, and inaccurate wage statements. DEFENDANTS issued uniform wage statements to PLAINTIFF and the CALIFORNIA CLASS MEMBERS that fail to correctly list, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. DEFENDANTS violated California Labor Code sections 226(a)(1), 226(a)(2), 226(a)(5) and 226(a)(9).

128. When DEFENDANTS did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurately for

1 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
2 also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
3 accurate wage statements which failed to show the complete requirements under California Labor
4 Code sections 226(a)(1)-(9), including but not limited to, all deductions, the total hours worked
5 and all applicable hourly rates in effect during the pay period and the corresponding amount of
6 time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and
7 rest periods.

8 129. Specifically, DEFENDANTS from time to time failed to issue wage statements to
9 PLAINTIFF and other CALIFORNIA CLASS Members that included hours, including but not
10 limited to, holiday pay, sick pay, paid time off, and bereavement into the calculation of total hours
11 worked for purposes of Cal. Lab. Code § 226(a)(2). However, hours for holiday pay, sick pay,
12 paid time off, and bereavement are not considered hours worked for purposes of Cal. Lab. Code
13 § 226(a)(2). Therefore, DEFENDANTS from time to time issued wage statements to PLAINTIFF
14 and other CALIFORNIA CLASS Members that violated Cal. Lab. Code § 226(a)(2).

15 130. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
16 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
17 requirements of California Labor Code Section 226(a)(1)-(9).

18 131. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code
19 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
20 CLASS. These damages include, but are not limited to, costs expended calculating the correct
21 wages for all missed meal and rest breaks and the amount of employment taxes which were not
22 properly paid to state and federal tax authorities. These damages are difficult to estimate.
23 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
24 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
25 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
26 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
27 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
28 of the CALIFORNIA CLASS herein).

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4 **EIGHTH CAUSE OF ACTION**

5 **Failure To Pay Wages When Due**

6 **(Cal. Lab. Code §§ 201, 202 and 203)**

7 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

8 132. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
10 Complaint.

11 133. Cal. Lab. Code § 200 provides that:

12 As used in this article:

- 13 (d) "Wages" includes all amounts for labor performed by employees of every
14 description, whether the amount is fixed or ascertained by the standard of time,
15 task, piece, Commission basis, or other method of calculation.
16 (e) "Labor" includes labor, work, or service whether rendered or performed under
17 contract, subcontract, partnership, station plan, or other agreement if the to be
18 paid for is performed personally by the person demanding payment.

19 134. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
20 an employee, the wages earned and unpaid at the time of discharge are due and payable
21 immediately."

22 135. Cal. Lab. Code § 202 provides, in relevant part, that:

23 If an employee not having a written contract for a definite period quits his or her
24 employment, his or her wages shall become due and payable not later than 72 hours
25 thereafter, unless the employee has given 72 hours previous notice of his or her intention
26 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
27 Notwithstanding any other provision of law, an employee who quits without providing a
28 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
designates a mailing address. The date of the mailing shall constitute the date of payment
for purposes of the requirement to provide payment within 72 hours of the notice of
quitting.

136. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
Members' employment contract.

137. Cal. Lab. Code § 203 provides:

1 If an employer willfully fails to pay, without abatement or reduction, in accordance with
2 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
3 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 therefor is commenced; but the wages shall not
continue for more than 30 days.

4 138. DEFENDANTS willfully failed to pay PLAINTIFF and CALIFORNIA CLASS
5 MEMBERS who are no longer employed by DEFENDANTS the earned and unpaid wages set
6 forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
7 period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving
8 DEFENDANTS' employ.

9 139. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
10 terminated, and DEFENDANT has not tendered payment of wages to these employees who
11 missed meal and rest breaks, as required by law.

12 140. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
13 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty
14 (30) days of pay as penalty for not paying all wages due at time of termination for all employees
15 who terminated employment during the CLASS PERIOD and demand an accounting and payment
16 of all wages due, plus interest and statutory costs as allowed by law.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFF pray for a judgment against each DEFENDANT, jointly and
19 severally, as follows:

20 1. On behalf of the CALIFORNIA CLASS:

- 21 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
22 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 23 b. An order temporarily, preliminarily and permanently enjoining and restraining
24 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- 25 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
26 unlawfully withheld from compensation due to PLAINTIFF and the other members
27 of the CALIFORNIA CLASS; and
- 28 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund

1 for restitution of the sums incidental to DEFENDANTS' violations due to
2 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

3 2. On behalf of the CALIFORNIA CLASS:

- 4 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
5 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
6 to Cal. Code of Civ. Proc. § 382;
- 7 b. Compensatory damages, according to proof at trial, including compensatory
8 damages for overtime compensation due to PLAINTIFF and the other members of
9 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
10 thereon at the statutory rate;
- 11 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
12 the applicable IWC Wage Order;
- 13 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
14 which a violation occurs and one hundred dollars (\$100) per each member of the
15 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
16 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
17 violation of Cal. Lab. Code § 226;
- 18 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
19 penalty from the due date thereof at the same rate until paid or until an action
20 therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 21 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
22 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

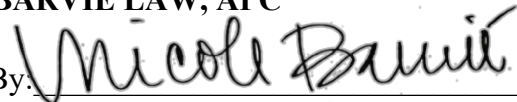
23 3. On all claims:

- 24 a. An award of interest, including prejudgment interest at the legal rate;
- 25 b. Such other and further relief as the Court deems just and equitable; and
- 26 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
27 including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.
28

1 DATED: February 3, 2025

BARVIE LAW, APC

2 By:



3 Nicole Barvie

Attorney for PLAINTIFF

4 **DEMAND FOR A JURY TRIAL**

5 PLAINTIFF demands a jury trial on issues triable to a jury.

6
7 DATED: February 3, 2025

BARVIE LAW, APC

8 By:



9 Nicole Barvie

Attorney for PLAINTIFF