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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
06/06/2025
By: A. Gray Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JENNIFER JIMENEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

AQUITY SOLUTIONS, LLC;
INVENTURUS KNOWLEDGE
SOLUTIONS, INC.; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.:

**CLASS ACTION FIRST AMENDED
COMPLAINT FOR**

- 1. Failure to Pay Wages Including Minimum Wage (Cal. Lab. Code §§1194, 1194.2)
- 2. Failure to Pay Overtime Wages (Cal. Lab. Code §§510, 1194)
- 3. Failure to Provide Accurate Wage Statements (Cal. Lab. Code §226)
- 4. Unfair Competition (Cal. Bus. & Prof. Code §§ 17200 – 17209)
- 5. Failure to Timely Pay Final Wages (Cal. Lab. Code §§202, 203)
- 6. Private Attorney General Act Claims & Penalties (Cal. Lab. Code §2699)

JURY DEMANDED

**COMPLEX CASE PURSUANT TO
RULE 3.400**

JENNIFER JIMENEZ, (“Plaintiff”), individually and on behalf of all others similarly situated (“Plaintiff Class”), alleges the following against AQUITY SOLUTIONS, LLC; INVENTURUS KNOWLEDGE SOLUTIONS, INC.; and DOES 1 through 100, inclusive (hereinafter sometimes collectively referred to as “Defendants”).

NATURE OF CLAIM

1. This matter is brought as a class action pursuant to California Code of Civil Procedure §382, on behalf of Plaintiff and the Plaintiff Class, which is comprised of all persons who are, or have been employed by Defendants as a Medical Transcriptionists, Health Documentation Specialists, Clinical Documentation Specialists, Documentation Specialists, or similarly situated individuals while residing in California during the Class Period, which is March 20, 2021, to the date judgment is rendered herein.

2. Plaintiff seeks relief on behalf of herself and the Plaintiff Class based on Defendants’ (a) failure to pay minimum wage and overtime compensation in violation of California Labor Code §1194 and the orders and standards promulgated by the California Division of Labor Standards Enforcement and the California Industrial Commission, (b) failure to furnish accurate itemized statements upon payment of wages as required by Cal. Lab. Code §226, and (c) violation of California’s unfair competition laws prohibited by California Bus. & Prof. Code §§17200 – 17209. Plaintiff and the Plaintiff Class also seek equitable remedies in the form of declaratory relief, injunctive relief, accounting, and restitution.

3. This case also involves Defendants’ deliberate scheme to deprive its employees including Plaintiff and other similarly situated employees the fundamental protections due to employees under California law. This Private Attorney General (“PAGA”) action seeks to enjoin Defendants’ unlawful conduct of depriving Plaintiff and similarly situated hourly non-exempt employees of all earned wages, to obtain restitution and waiting time penalties and to prosecute a private enforcement action to collect civil penalties under PAGA against Defendants under the California Labor Code and other statutes and regulations applicable to employees in the State of California.

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1 4. Plaintiff and the aggrieved employees are current, former and/or future employees
2 of Defendants who worked, currently work, or will work for Defendants as hourly non-exempt
3 employees in California.

4 **JURISDICTION AND VENUE**

5 5. Venue is proper in Sacramento County because Defendants transact business in
6 Sacramento County, because Plaintiff resides in Sacramento County, and because some of the
7 conduct alleged herein, which gives rise to the claims asserted, occurred within Sacramento County.
8 Specifically, Plaintiff worked for Defendants within Sacramento County and the wages herein
9 claimed were earned by her in Sacramento County.

10 **PARTIES**

11 6. At all times mentioned herein, Plaintiff was, and currently is, a resident of the
12 County of Sacramento, State of California.

13 7. Plaintiff was and has been employed by Defendants as a Medical Transcriptionist,
14 Health Documentation Specialist, Clinical Documentation Specialist, Documentation Specialist, or
15 in a similar position in California for well over ten years.

16 8. The members of the proposed class are likewise current and former employees of
17 Defendants, employed by Defendants within the state of California as Medical Transcriptionists,
18 Health Documentation Specialists, Clinical Documentation Specialists, Documentation Specialists,
19 or similarly situated individuals.

20 9. Plaintiff is informed and believes that Defendant AQUITY SOLUTIONS, LLC is a
21 limited liability corporation doing business in the state of California, including the County of
22 Sacramento. Plaintiff is further informed and believes that Defendant AQUITY SOLUTIONS,
23 LLC has employed individuals in the position of Medical Transcriptionist, Health Documentation
24 Specialist, Clinical Documentation Specialist, Documentation Specialist, or similar jobs in
25 California.

26 10. Plaintiff is informed and believes that Defendant INVENTURUS KNOWLEDGE
27 SOLUTIONS, INC. is a corporation doing business in the state of California, including the County
28 of Sacramento. Plaintiff is further informed and believes that Defendant INVENTURUS

1 KNOWLEDGE SOLUTIONS, INC. has employed individuals in the position of Medical
2 Transcriptionist, Health Documentation Specialist, Clinical Documentation Specialist,
3 Documentation Specialist, or similar jobs in California.

4 11. Plaintiff is ignorant of the true names, capacities, relationships and extent of
5 participation in the conduct herein alleged of the defendants sued herein as DOES 1 through 100,
6 inclusive, but on information and belief alleges that said defendants are in some manner legally
7 responsible for the unlawful actions, policies, and practices alleged herein, and therefore sues such
8 defendants by such fictitious names. Plaintiff is informed and believes, and thereon alleges, that
9 each defendant named herein was the agent of the other and the agent of all Defendants. Plaintiff
10 is further informed and believes, and thereon alleges, that each defendant was acting within the
11 course and scope of said agency at all relevant times herein for the benefit of themselves, each
12 other, and the other defendants, and that each defendant's actions as alleged herein was authorized
13 and ratified by the other defendants.

14 **FACTUAL BACKGROUND**

15 12. Throughout the Class Period, as the same is defined herein, Plaintiff and members
16 of the Plaintiff Class were non-exempt employees performing job duties which are classified as
17 non-exempt and thus covered by one or more Industrial Welfare Commission ("IWC") Wage
18 Orders, including, but not limited to, Wage Order No. 4-2001 ("Wage Order 4"), California Labor
19 Code §510 and/or other applicable wage orders, regulations and statutes.

20 13. Specifically, the primary job duties performed by Plaintiff and members of the
21 Plaintiff Class were, and are, transcribing various types of medical reports including, but not limited
22 to, history and physicals, consultations, operative notes, emergency room notes, radiology notes,
23 and pathology notes. Plaintiff and the members of the Plaintiff Class spent the vast majority of
24 their time performing these non-exempt job duties, as opposed to other job duties classified as
25 exempt under California law.

26 14. Plaintiff and members of the Plaintiff Class are not, and were not, involved in
27 managing Defendants' enterprise and are not subject to any exemptions for executive,
28 administrative or professional employees. As such, Defendants were obligated to pay Plaintiff and

1 members of the Plaintiff Class at least minimum wage as compensation for all hours worked and
2 overtime rates for all overtime hours worked.

3 15. Defendants paid Plaintiff and members of the Plaintiff Class on a piece-rate basis
4 per line transcribed or per report completed. Defendants regularly required Plaintiff and members
5 of the Plaintiff Class to work at least eight (8) hours per day and/or forty (40) hours per week
6 without out receiving the equivalent of California's applicable minimum wage for all hours worked.

7 16. Defendants regularly required Plaintiff and members of the Plaintiff Class to work
8 in excess of the maximum regular rate hours established by the IWC in Wage Order 4, regulations
9 and statutes, which entitled Plaintiff and members of the Plaintiff Class to overtime compensation
10 as set by law. Since at least March 20, 2021, and continuing to the present, Defendants have had a
11 consistent policy of failing to pay wages and/or overtime to Plaintiff and members of the Plaintiff
12 Class for all work performed and/or work performed in excess of eight (8) hours per day and/or
13 forty (40) hours per week. For example, Defendants required Plaintiff, and Plaintiff is informed
14 and believes that Defendants required members of the Plaintiff Class, to work shifts in excess of
15 eight hours per day for only regular per line or per report piece-rates without receiving overtime
16 rates for any hours worked in excess of eight hours per shift.

17 17. California Labor Code §226 provides that every employer is required "semimonthly
18 or at the time of each payment of wages" to give each employee an itemized wage statement,
19 including, *inter alia*, the total hours worked by the employee (except for salaried employees), and
20 "all applicable hourly rates in effect during the pay period and the corresponding number of hours
21 worked at each hourly rate by the employee." California Labor Code §226.2 provides that
22 employers of piece-rate employees must include additional items in the wage statement including,
23 but not limited to, various hours, average hourly rates, and the applicable minimum wage.
24 Defendants failed to provide complete and accurate itemized wage statements to Plaintiff and
25 members of the Plaintiff Class as required by Cal. Lab. Code §§226 and 226.2 in that the wage
26 statements provided did not, among other things, include the accurate number of hours worked and
27 did not compensate Plaintiff and members of the Plaintiff Class at least minimum wage for all hours
28 worked. The wage statements also did not allow Plaintiff and members of the Plaintiff Class to

1 easily determine if they had been paid minimum wage for their piece rate hours worked.

2 18. During the Class Period, Defendants required Plaintiff and members of the Plaintiff
3 Class to work overtime without lawful compensation. Defendants, in violation of the above-
4 described Wage Order, regulations and statutes, willfully failed and refused to pay Plaintiff and
5 members of the Plaintiff Class overtime at their regular rate of pay as well as minimum wage for
6 their piece rate work, and failed to provide true and accurate wage statements.

7 19. Finally, Defendants willfully failed to pay Plaintiff and members of the Plaintiff
8 Class all earned and unpaid wages no later than 72 hours after their employment ended and the up
9 to 30 days of additional continuing wages due to Plaintiff and members of the Plaintiff Class as a
10 result of Defendants' failure to pay all earned and unpaid wages within 72 hours. Said policies,
11 procedures, and practices are in violation of the California Labor Code.

12 **CLASS ACTION ALLEGATIONS**

13 20. **Class.** Plaintiff seeks to bring this action on behalf of herself and on behalf of a
14 class ("Plaintiff Class") of similarly situated individuals. As class representative, Plaintiff seeks to
15 represent a class of employees whom Defendants have employed as a Medical Transcriptionist,
16 Health Documentation Specialist, Clinical Documentation Specialist, Documentation Specialist,
17 and similar positions, in California during the period from March 20, 2021, up to and including the
18 date judgment is rendered herein.

19 21. **Commonality.** This suit poses questions of law and fact that are common to and
20 affect the rights of all members of the Class. The common questions of law and fact shared by all
21 Plaintiff Class members include, but are not limited to:

22 a. Whether Plaintiff and members of the proposed Plaintiff Class are subject
23 to, and entitled to, the benefits of California's wage and hour statutes;

24 b. Whether Plaintiff and members of the proposed Plaintiff Class are entitled
25 to California's minimum wage;

26 c. Whether Defendants failed to pay California's minimum wage to Plaintiff
27 and members of the proposed Plaintiff Class;

28 d. Whether Plaintiff and members of the proposed Plaintiff Class are entitled

1 to overtime compensation;

2 e. Whether Defendants failed to pay overtime compensation to Plaintiff and
3 members of the proposed Plaintiff Class;

4 f. Whether Defendants unlawfully and/or willfully failed to provide Plaintiff
5 and members of the proposed Plaintiff Class with true and accurate wage statements upon payment
6 of wages, in violation of Cal. Lab. Code §§226 and 226.2;

7 g. Whether Plaintiff and members of the proposed Plaintiff Class sustained
8 damages, and if so, the proper measure of such damages, as well as interest, penalties, costs,
9 attorneys' fees, and equitable relief;

10 h. Whether Defendants violated the Unfair Business Practices Act of Cal. Bus.
11 & Prof. Code §17200, et seq., by violating the above-cited provisions, and treating Plaintiff and
12 members of the proposed Plaintiff Class unfairly by failing to provide them with overtime at their
13 regular rate of pay as well as minimum wage for their piece rate work, and failed to provide true
14 and accurate wage statements;

15 i. Whether Defendants unlawfully and/or willfully failed to pay Plaintiff and
16 members of the proposed Plaintiff Class all wages earned and unpaid no later than 72 hours after
17 their employment relationships terminate in violation of Cal. Lab. Code §§201 and 202; and

18 j. Whether Plaintiff and members of the proposed Plaintiff Class are entitled
19 to up to 30 days of continuing daily wages each for Defendants' failure to pay Plaintiff and members
20 of the proposed Plaintiff Class all wages earned and unpaid no later than 72 hours after their
21 employment relationships terminated.

22 22. **Typicality.** Plaintiff's claims are typical of the claims of the members of the
23 proposed Plaintiff Class whom Plaintiff seeks to represent, because Defendants have implemented
24 and pursued a policy or practice of engaging in the practices described above for all of its Medical
25 Transcriptionists, Health Documentation Specialists, Clinical Documentation Specialists,
26 Documentation Specialists, and similar positions. Plaintiff and members of the Plaintiff Class
27 suffered losses, injuries and damages arising out of Defendants' common policies, practices,
28 procedures, protocols, routines, and rules, which were applied to Plaintiff as well as members of

1 the proposed Plaintiff Class. Plaintiff seeks recovery for the same types of losses, injuries, and
2 damages as were suffered by members of the proposed Plaintiff Class.

3 23. **Numerosity.** The Plaintiff Class is so numerous that the individual joinder of all
4 members is impracticable. While the exact number and identification of members of the Plaintiff
5 Class are unknown to Plaintiff at this time and can only be ascertained through appropriate
6 discovery directed to Defendants, Plaintiff is informed and believes that the Plaintiff Class includes
7 in excess of one hundred members because Plaintiff is informed and believes that Defendants
8 employ thousands of Medical Transcriptionists, Health Documentation Specialists, Clinical
9 Documentation Specialists, Documentation Specialists worldwide.

10 24. **Superiority.** A class action is superior to other available methods for the fair and
11 efficient adjudication of the controversy of the claims of the proposed Plaintiff Class. The damages
12 suffered by the individual Plaintiff Class members, although not inconsequential, may be relatively
13 small and the expense and burden of individual litigation for each class member makes it
14 impractical for class members to seek individual redress for the wrongful conduct alleged herein.
15 Also, it would be unduly burdensome to the courts if these matters were to proceed on an individual
16 basis because this would result in potentially one hundred or more individual, repetitive lawsuits.
17 Individual litigation presents the potential for inconsistent or contradictory judgments, the prospect
18 of a “race to the courthouse,” and an inequitable allocation of recovery among those with equally
19 meritorious claims. The prosecution of separate actions by individual proposed Plaintiff Class
20 members would also create the risk of adjudications with respect to them that, as a practical matter,
21 would be dispositive of the interest of the other class members who are not a party to such
22 adjudications and would substantially impair or impede the ability of such non-party proposed
23 Plaintiff Class members to protect their interests. By contrast, the class action device presents far
24 fewer management difficulties and provides the benefit of a single adjudication, economics of scale,
25 and comprehensive supervision by a single court. Finally, Class certification is appropriate because
26 Defendants’ course of dealing with members of the proposed Plaintiff Class adversely affects all
27 members of the proposed Plaintiff Class, thereby making appropriate final and injunctive relief
28 corresponding to declaratory relief with respect to the proposed Plaintiff Class as a whole, whereby

1 Defendants would be compelled to cease such course of dealing.

2 25. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the
3 interests of the classes because her counsel possesses the requisite resources and ability to prosecute
4 this action and because the Class representative's interests are consistent with, and not antagonistic
5 to, the interests of the proposed Plaintiff Class. Plaintiff has retained counsel competent and
6 experienced in the prosecution of wage and hour actions. Together, Plaintiff and her counsel intend
7 to prosecute this action vigorously for the benefit of the proposed Plaintiff Class.

8 **FIRST CAUSE OF ACTION**
9 **Failure to Pay Wages Including Minimum Wage: Cal. Lab. Code §§ 1194, 1194.2**
10 **By all Plaintiffs Against all Defendants**

11 26. Plaintiff repeats and realleges each and every paragraph above as though fully set
12 forth herein.

13 27. Pursuant to Cal. Lab. Code §200, "wages" includes all amounts for labor performed
14 by employees of every description, whether the amount is fixed or ascertained by the standard of
15 time, task, piece, commission basis, or other method of calculation.

16 28. The general minimum wage in California was at least \$14.00 per hour for every hour
17 worked beginning January 1, 2021; at least \$15.00 per hour for every hour worked beginning
18 January 1, 2022; at least \$15.50 per hour for every hour worked beginning January 1, 2023, and at
19 least \$16.00 per hour beginning January 1, 2024 pursuant to Minimum Wage Orders MW-2021,
20 MW-2022, MW-2023 and MW-2024.

21 29. Plaintiff and members of the Plaintiff Class were non-exempt and therefore entitled
22 to receive at least minimum wage for every hour they worked for Defendants. However,
23 Defendants failed to pay the legally required minimum wages in direct contravention with
24 California's minimum wage laws for many hours Plaintiff and members of the Plaintiff Class
25 worked.

26 30. As such, Plaintiff and members of the Plaintiff Class are entitled to recover their
27 unpaid wages in addition to the amount equal to the wages unlawfully unpaid pursuant to Cal. Lab.
28 Code §1194.2 as liquidated damages, plus penalties pursuant to Cal. Lab. Code §1197.1, plus
interest pursuant to Cal. Lab. Code §§1194, 1194.2, 2802(b), and Cal. Civ. Code §3289, attorney

1 fees, expenses, and costs of suit under Cal. Lab. Code §§1194, 1194.3 (to enforce a judgment), for
2 the time period allowed in the statute of limitations and which were not included in the award.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Pay Overtime Compensation: Cal. Lab. Code §§ 510, 1194**
5 **By all Plaintiffs Against all Defendants**

6 31. Plaintiff repeats and realleges each and every paragraph above as though fully set
7 forth herein.

8 32. Pursuant to Cal. Lab. Code §1194 and the applicable IWC Wage order, it is unlawful
9 to employ persons without compensating them at a rate of pay of either time-and-one-half or two-
10 times that person's regular rate of pay, depending on the number of hours worked by the person on
11 a daily or weekly basis.

12 33. Pursuant to the applicable IWC Wage Order, Defendants are and were required to
13 pay Plaintiff and members of the Plaintiff Class at the rate of time-and-one-half for all hours worked
14 in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

15 34. Pursuant to Cal. Lab. Code §510, any work in excess of eight (8) hours in a single
16 workday and any work in excess of forty (40) hours in any single workweek and the first eight (8)
17 hours worked on the seventh day of work in any single workweek shall be compensated at the rate
18 of no less than one and one-half times the regular rate of pay for an employee. Any work in excess
19 of twelve (12) hours in a single day shall be compensated at the rate of no less than twice the regular
20 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day
21 of a workweek shall be compensated at the rate of no less than twice the rate of pay of an employee.

22 35. During the relevant time period, Plaintiff and members of the Plaintiff Class
23 regularly and/or consistently worked in excess of eight (8) hours in a day.

24 36. As such, Plaintiff and each member of the Plaintiff Class are entitled to overtime
25 compensation for all hours worked in excess of the hours and time specified in the Wage Orders,
26 statutes and regulations identified above.

27 37. Defendants committed the acts alleged herein knowingly and willfully, with the
28 wrongful and deliberate intention of injuring Plaintiff and members of the Plaintiff Class, with
improper motives amounting to malice, and in conscious disregard of the rights of Plaintiff and

1 members of the Plaintiff Class. Plaintiff and the Plaintiff Class are thus entitled to recover nominal,
2 actual, compensatory, punitive, and exemplary damages in amounts according to proof at the time
3 of trial, but in excess of the minimum jurisdiction of this Court.

4 38. Defendants failed to pay Plaintiff and the Plaintiff Class wages for all hours worked,
5 and failed to pay them overtime when required by law, in violation of Cal. Lab. Code §§ 510, 1194,
6 and 1199.

7 39. Plaintiff and members of the Plaintiff Class are thus entitled, and Plaintiff seeks on
8 behalf of herself and members of the Plaintiff Class, to recover, in addition to the unpaid balance
9 of overtime compensation Defendants owe them, interest, penalties, attorneys' fees, expenses, and
10 costs of suit.

11 **THIRD CAUSE OF ACTION**
12 **Failure to Provide Accurate Wage Statements: Cal. Lab. Code §226**
13 **By all Plaintiffs Against all Defendants**

14 40. Plaintiff repeats and realleges each and every paragraph above as though fully set
15 forth herein.

16 41. California Labor Code §226(a) sets forth reporting requirements for employers
17 when they pay wages, as follows: "Every employer shall... at the time of each payment of wages,
18 furnish his or her employees... an itemized statement in writing showing... total hours worked by
19 the employee..." Section (e) provides: "An employee suffering injury as a result of a knowing and
20 intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the
21 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
22 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
23 not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an
24 award of costs and reasonable attorneys' fees."

25 42. Defendants failed to accurately report hours worked, overtime hours worked, the
26 applicable piece-rate, and all applicable hourly rates because in part, the wage statements provided
27 did not, among other things compensate Plaintiff and members of the Plaintiff Class at least
28 minimum wage for all hours worked. The wage statements also did not allow Plaintiff and members

1 of the Plaintiff Class to easily determine if they had been paid minimum wage for their piece rate
2 hours worked.

3 43. Plaintiff and members of the Plaintiff Class were damaged by said failure because,
4 among other things, the failure to accurately report overtime hours worked hindered Plaintiff and
5 members of the Plaintiff Class from receiving all compensation owed to them.

6 44. Therefore, Plaintiff, for herself and members of the Plaintiff Class, seeks actual
7 damages, penalties, attorneys' fees, expenses, and costs of suit.

8 **FOURTH CAUSE OF ACTION**
9 **Unfair Competition: Cal. Bus. & Prof. Code § 17200 et seq.**
10 **By all Plaintiffs Against all Defendants**

11 45. Plaintiff repeats and realleges each and every paragraph above as though fully set
12 forth herein.

13 46. Sections 17200, et seq. of the California Business and Professions Code prohibits
14 any unlawful, unfair or fraudulent business act or practices. A violation of Cal. Bus. & Prof. Code
15 §§17200, et seq., may be predicated on the violation of any state or federal law. As described
16 herein, Defendants violated Cal. Lab. Code §§ 226; 226.2; 510; 512; 558; 1194; 1194.2; 1197.1;
17 1198; and 1199 among others.

18 47. Plaintiff brings this cause of action in a representative capacity on behalf of the
19 general public, the Plaintiff Class, and the persons affected by the unlawful and unfair conduct
20 described herein. Plaintiff and members of the Plaintiff Class have suffered and continue to suffer
21 injury-in-fact and monetary damages as a result of Defendants' actions.

22 48. The actions by Defendants, including, but not limited to, the willful failure and
23 refusal to pay Plaintiff and members of the Plaintiff Class overtime at their regular rate of pay as
24 well as minimum wage for their piece rate work, and failed to provide true and accurate wage
25 statements amount to conduct which is unlawful and a violation of the law as alleged herein. As
26 such, said conduct amounts to unfair business practices in violation of Cal. Bus. & Prof. Code
27 §§17200, et seq.
28

1 49. Defendants' conduct as herein alleged has damaged Plaintiff and members of the
2 Plaintiff Class by denying them wages due and payable and failing to provide proper wage
3 statements. Defendants' actions are thus substantially injurious to Plaintiff and members of the
4 Plaintiff Class, causing them injury-in-fact and loss of money.

5 50. As a result of such conduct, Defendants have unlawfully and unfairly obtained and
6 withheld monies due to Plaintiff and members of the Plaintiff Class.

7 51. All members of the Plaintiff Class can be identified by reference to payroll and
8 related employee records in the possession of Defendants. The amount of wages and penalties due
9 and owing to Plaintiff and members of the Plaintiff Class can be readily determined from
10 Defendants' records. The members of the proposed Plaintiff Class are entitled to restitution of
11 monies due and obtained by Defendants during the Class Period as a result of Defendants' unlawful
12 and unfair conduct.

13 52. Beginning at a date unknown to Plaintiff, but at least as early as March 20, 2021,
14 Defendants committed, and continue to commit acts of unfair competition as defined by Cal. Bus.
15 & Prof. Code §§17200, et seq., by and among other things, engaging in the acts and practices
16 described above.

17 53. Defendants' course of conduct, acts, and practices in violation of California law as
18 mentioned in each paragraph above constitutes a separate and independent violation of Cal. Bus. &
19 Prof. Code §§17200, et seq.

20 54. The harm to Plaintiff and members of the Plaintiff Class from being wrongfully
21 denied lawfully earned and unpaid wages and accurate itemized wage statements outweighs the
22 utility, if any, of Defendants' policies and practices. Therefore, Defendants' actions described
23 herein constitute an unfair business practice or act within the meaning of Cal. Bus. & Prof. Code
24 §§17200, et seq.

25 55. Defendants' conduct described herein threatens an incipient violation of California's
26 wage and hour laws and/or violates the policy or spirit of such laws, or otherwise significantly
27 threatens or harms competition.

56. Defendants' course of conduct described herein further violates Cal. Bus. & Prof. Code §§17200, et seq. in that it is fraudulent, illegal, improper, and unfair.

57. The unlawful, unfair, and fraudulent business practice and acts of Defendants, and each of them, as described herein above have injured Plaintiff and members of the Plaintiff Class in that they were wrongfully denied the timely and full payment of wages due to them.

FIFTH CAUSE OF ACTION
Failure to Timely Pay Final Wages - Cal. Lab. Code §§ 201 and 203
On Behalf of All Plaintiffs Against All Defendants

58. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

59. California Labor Code §201 provides, in pertinent part: "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

60. California Labor Code §203(a) provides in pertinent part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with [s]ections 201 . . . [or] 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 therefor is commenced; but the wages shall not continue for more than 30 days.

61. As a result of Defendants' conduct, Plaintiff and members of the Plaintiff Class has suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

62. Pursuant to Cal. Lab. Code §201, Plaintiff was entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees are entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination.

63. As detailed above, in violation of California law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and members of the Plaintiff Class for all wages earned and all hours worked.

64. Defendants have terminated the employment of Plaintiff, yet she is still owed

1 compensation for all wages earned and all hours worked. Accordingly, Plaintiff is entitled to the
2 waiting time penalties set forth in Cal. Lab. Code §203.

3 65. Pursuant to Cal. Lab. Code §203, Plaintiff and members of the Plaintiff Class are
4 entitled to waiting time penalties for up to thirty days, and costs of suit.

5 **SIXTH CAUSE OF ACTION**
6 **Private Attorney General Act Claims & Penalties: Cal. Lab. Code §2699**
7 **By all Plaintiffs Against all Defendants**

8 66. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
9 section as though fully set forth herein.

10 67. Plaintiff is an aggrieved employee under PAGA because she was employed by
11 Defendants during the applicable statutory period and suffered the California Labor Code violations
12 set forth in this Complaint. Plaintiff seeks to recover on behalf of herself, on behalf of the State,
13 and on behalf of all current and former aggrieved employees of Defendants, the civil penalties
14 provided by PAGA, plus reasonable attorney's fees and costs in this representative action.

15 68. As a result of the acts alleged herein, Plaintiff as an aggrieved employee within the
16 meaning of Cal. Lab. Code §2699(c), on behalf of herself and other current or former non-exempt
17 employees of Defendants, seek the recovery of civil penalties against Defendants pursuant to Cal.
18 Lab. Code §§2698 et seq., for the following knowing and intentional violations of the California
19 Labor Code.

20 69. During the period beginning one-year preceding the filing of notice with the LWDA,
21 Defendants violated Cal. Lab. Code §§ 201, 202, 203, 226, 351, 510, 512, 558, 1194, 1194.2, 1197,
22 and 1198. Specifically, Defendants have committed the following violations of California Labor
23 Code:

24 70. **Failure to pay wages for all hours worked at the legal minimum wage:**
25 Defendants employed many of their employees, including Plaintiff, as non-exempt, hourly
26 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
27 which includes all time that an employee is under control of the employer and all time the employee
28 is suffered and permitted to work. This includes the time an employee spends, either directly or
indirectly, performing services that inure to the benefit of the employer.

1 71. In this case, Defendants maintained a policy, practice, and/or procedure whereby
2 Plaintiff and aggrieved employees were paid piece rates for their piece rate work which amounted
3 to less than the California minimum wage when divided by the amount of piece rate hours worked
4 in each shift by Plaintiff.

5 72. The foregoing resulted in Plaintiff, and non-exempt, hourly employees working time
6 for which they were not improperly compensated, in violation of Cal. Lab. Code §§1182.12, 1194,
7 and 1197; and the IWC Wage Orders.

8 73. **Failure to pay wages for all hours worked at employees' overtime rate of pay:**
9 Defendants employed many of their employees, including Plaintiff, as non-exempt, hourly
10 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
11 which includes all time that an employee is under control of the employer, including work
12 availability time, and all time the employee is suffered and permitted to work. This includes the
13 time an employee spends, either directly or indirectly, performing services that inure to the benefit
14 of the employer.

15 74. California Labor Code §§510 and 1194 require an employer to compensate
16 employees at a higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in
17 a workweek, and on any seventh consecutive day of work in a workweek.

18 Any work in excess of eight hours in one workday and any work in
19 excess of 40 hours in any one workweek and the first eight hours
20 worked on the seventh day of work in any one workweek shall be
21 compensated at the rate of no less than one and one-half times the
22 regular rate of pay for an employee. Any work in excess of 12 hours
23 in one day shall be compensated at the rate of no less than twice the
24 regular rate of pay for an employee. In addition, any work in excess
25 of eight hours on any seventh day of a workweek shall be
26 compensated at the rate of no less than twice the regular rate of pay
27 of an employee.

28 (Cal. Lab. Code §510.)

75. Further, Cal. Lab. Code §1198 provides,

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.

1 76. In this case, Defendants maintained a policy, practice, and/or procedure whereby
2 Plaintiff and aggrieved employees were paid piece rates for their piece rate work which amounted
3 to less than the California minimum wage when divided by the amount of hours worked in each
4 shift by Plaintiff. This extended to instances where Plaintiff and the aggrieved employees worked
5 in excess of eight (8) hours in a shift or forty (40) hours in a workweek, wherein not only did the
6 Defendants fail to pay Plaintiff at the minimum wage rate, but additionally, Defendants also failed
7 to pay Plaintiff at the proper overtime rate.

8 77. Consequently, Defendants' foregoing policies, practices, and/or procedures resulted
9 in time each workday and workweek that Plaintiffs were subject to Defendants' control, but not
10 compensated properly in violation of Cal. Lab. Code §§510 and 1194, and the IWC Wage Orders.

11 78. **Pay Stub Violations:** Cal. Lab. Code §226(a) provides, *inter alia*, that, upon paying
12 an employee his or her wages, the employer must "furnish each of his or her employees ... an
13 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
14 employee, except for any employee whose compensation is solely based on a salary and who is
15 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
16 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
17 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
18 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
19 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
20 name of the employee and his or her social security number, (8) the name and address of the legal
21 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate by the employee."

23 79. Defendants failed to provide accurate itemized wage statements to Plaintiff and
24 similarly situated hourly, non-exempt employees who were subject to Defendants' control for
25 uncompensated time and who did not receive the wages they earned (including unpaid wages at the
26 minimum wage rate and unpaid wages at the overtime rate).

27 80. **Failure to Pay California Employees All Wages Due at Time of**
28 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an

1 employee's employment ends. Pursuant to Cal. Lab. Code §201, the wages are due immediately
2 upon termination or pursuant to Cal. Lab. Code §202, within 72 hours of resignation where the
3 employees resign without notice.

4 81. Because Defendants failed to pay Plaintiff and similarly situated hourly, non-exempt
5 employees all their earned wages (including unpaid wages at the minimum wage rate and unpaid
6 wages at the overtime rate), Defendants failed to pay Plaintiff timely after each employee's
7 termination and/or resignation.

8 82. California Labor Code §§2699, (a) and (g) authorize an aggrieved employee, on
9 behalf of herself and other current or former employees, to bring a civil action to recover civil
10 penalties against all Defendants pursuant to the procedures specified in Cal. Lab. Code §2699.3.

11 83. Plaintiff has complied with the procedures for bringing suit specified in Cal. Lab.
12 Code §2699.3. On March 19, 2025, Plaintiff filed notice with the Labor and Workforce
13 Development Agency ("LWDA") and on March 19, 2025, provided notice to Defendants by
14 certified mail which provided notice of the specific provisions of the California Labor Codes
15 alleged to have been violated, including the facts and theories to support the alleged violations.
16 True and correct copies of Plaintiff's notice to the LWDA and to Defendants is attached hereto as
17 **Exhibit A.**

18 84. Pursuant to Cal. Lab. Code §2699.3, the LWDA must give written notice by certified
19 mail to the parties that it intends to investigate the alleged violations of the California Labor Code
20 within 60 days of the date of the post mark date of complainant's written notice and/or Defendants
21 may attempt to cure for certain violations. Plaintiff will amend this Complaint after the expiration
22 of 65 calendar days of the date of Plaintiff's notice to the LWDA.

23 85. Sixty-five days have passed since the postmark date of Plaintiff's PAGA Notice,
24 and the LWDA has not provided notice to Plaintiff regarding its intention to investigate the alleged
25 violations. Under Labor Code section 2699.3(a)(2)(A), Plaintiff has exhausted the PAGA notice
26 requirement and seeks civil penalties under Labor Code section 2698, *et seq.*

27 86. Pursuant to Cal. Lab. Code §§2699(a) and (f), Plaintiff seeks, within the one year
28 prior to the mailing of the LWDA letter, civil penalties for Defendants' violations of Cal. Lab. Code

1 §§201, 202, 203, 226, 510, 512, 558, 1194, 1194.2, 1197, and 1198, in the following amounts:

2 a. For violations of Cal. Lab. Code §§201, 202, 203, 226.7, and 1198; one
3 hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred
4 dollars (\$200) for each employee per pay period for each subsequent violation [penalty amounts
5 established by Cal. Lab. Code §2699(f)(2)].

6 b. For violations of Cal. Lab. Code §226(a), two hundred fifty dollars (\$250)
7 for each employee for each pay period for the initial violation, and for each subsequent violation,
8 one thousand dollars (\$1,000) for each pay period [penalty amounts established by Cal. Lab. Code
9 §226.3].

10 c. For violations of Cal. Lab. Code §§510 and 512, fifty dollars (\$50) for each
11 employee for each pay period for the initial violation, and for each subsequent violation, one hundred
12 dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by
13 Cal. Lab. Code §558]

14 d. For violations of Cal. Lab. Code §§1182.12, 1194 (as to minimum wages),
15 and 1197, one hundred dollars (\$100) for each employee per pay period for the initial violation and
16 two hundred fifty dollars (\$250) for each employee per pay period for each subsequent violation
17 [penalty amounts established by Cal. Lab. Code §1197.1].

18 87. Pursuant to Cal. Lab. Code §2699(g), Plaintiff and all aggrieved employees are
19 entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil
20 penalties.

21

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for an Order as follows:

- 24 1. Certifying the Plaintiff Class described above, and/or any other appropriate sub-
25 classes, pursuant to California Code of Civil Procedure §382;
26 2. Designating Plaintiff as representative of the Plaintiff Class and her counsel as
27 class counsel;

28

3. For equitable relief, restitution of all monies due to Plaintiff and members of the Plaintiff Class, disgorgement of profits from the unlawful business practices of Defendants, and accounting;
4. For nominal damages;
5. For compensatory damages;
6. For all unpaid wages and unpaid overtime wages;
7. For all penalties permitted by the California Labor Code;
8. Liquidated damages pursuant to California Labor Code §1194.2;
9. For interest;
10. For costs of suit and expenses incurred herein pursuant to California Labor Code §§226, 1194, 2699, et al.;
11. For reasonable attorneys' fees pursuant to California Labor Code §§226, 1194, 2699 et al.; and
12. For all such other and further relief that the Court may deem just and proper.

Respectfully submitted,



Dated: June 4, 2025

Michelle Baker (SBN 199130)
BAKER LAW GROUP LLP
*Attorneys for Plaintiff Jennifer Jimenez and the
Plaintiff Class*

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DEMAND FOR JURY TRIAL

Plaintiff requests a trial by jury as to all causes of action.

Respectfully submitted,

Dated: June 4, 2025



Michelle Baker (SBN 199130)
BAKER LAW GROUP LLP
*Attorneys for Plaintiff Jennifer Jimenez and the
Plaintiff Class*

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Exhibit A

Exhibit A

POSTAL ANNEX #4034
4653 CARMEL MOUNTAIN ROAD SUITE 308
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Fax: 858-356-9088
Email: PA4034@GMAIL.COM
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Postage \$ Total Postage and Fees \$	
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



March 19, 2025

SENT VIA DIR WEBSITE

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

SENT VIA CERTIFIED U.S. MAIL

AQuity Solutions, LLC
Attention: Legal Department
125 Edinburgh South Dr., Ste. 310
Cary, NC 27511

AQuity Solutions, LLC
c/o C T Corporation System – Agent for Service of Process
330 North Brand Blvd.
Glendale, CA 91203

Inventurus Knowledge Solutions, Inc.
Attention: Legal Department
8951 Cypress Waters Blvd., Ste. 100
Coppell, TX 75019-4757

Inventurus Knowledge Solutions, Inc.
c/o C T Corporation System – Agent for Service of Process
330 North Brand Blvd.
Glendale, CA 91203

***Re: PAGA notice to LWDA regarding Jennifer Jimenez's wage and hour claims against
AQUITY SOLUTIONS, LLC; Inventurus Knowledge Solutions, Inc.; and DOES 1-100***

To Whom It May Concern:

Our office represents Jennifer Jimenez ("Jimenez") individually and on behalf of all other similarly allegedly aggrieved current or former non-exempt employees (hereinafter also referred to jointly as "Plaintiffs"), of AQUITY SOLUTIONS, LLC, INVENTURUS KNOWLEDGE SOLUTIONS, INC. and Does 1-100 inclusive (hereinafter referred to collectively as "Defendants"). Pursuant to Labor Code §2699.3, this letter constitutes written notice of Defendants' Labor Code violations and of Ms. Jimenez's intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004.

GENERAL ALLEGATIONS

For over ten years, Ms. Jimenez worked for Defendants as a transcriptionist. Ms. Jimenez was a non-exempt employee whose compensation was a combination of piece-rate and hourly pay.

At all times mentioned herein, Defendants failed to pay at least minimum wage to Ms. Jimenez and other aggrieved employees for their piece-rate work.

At all times mentioned herein, Ms. Jimenez and other aggrieved employees worked shifts

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March 19, 2025

in excess of eight hours per day and/or 40 hours per week. At all times mentioned herein, Ms. Jimenez and other aggrieved employees were not compensated at the legally required overtime rates of pay.

At all times mentioned herein, Defendants failed to pay all wages owed to Ms. Jimenez and to other terminated or resigned members of the aggrieved employees and failed to timely pay wages during employment.

At all times mentioned herein, Defendants knew and/or should have known that Ms. Jimenez and the aggrieved employees were entitled to receive complete and accurate pay statements in accordance with California law.

At all times mentioned herein, Defendants knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Ms. Jimenez and the aggrieved employees.

At all times mentioned herein, Defendants knew and/or should have known that they had a duty to compensate Ms. Jimenez and the other aggrieved employees in accordance with California law, and that Defendants had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendants falsely represented to Ms. Jimenez and the other aggrieved employees that they were properly compensating Ms. Jimenez and the other aggrieved employees.

At all times mentioned herein, Defendants knew and/or should have known that Ms. Jimenez and the other aggrieved employees were entitled to timely wages at the time of termination. Defendants did not timely pay all wages including piece-rate wages, minimum wages, and overtime wages owed at the time of termination.

At all times mentioned herein, Defendants failed to pay Ms. Jimenez and the other aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

STATUTORY VIOLATIONS

At all relevant times, Ms. Jimenez and other aggrieved non-exempt employees, were "employee[s]" (as defined by Labor Code §350) of Defendants and were paid "wages" (as defined by Labor Code §200) by Defendants.

Labor Code §2699 states that, "(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards,

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March 19, 2025

agencies, or employees, for a violation of this 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 pursuant to the procedures specified in Section 2699.3.”

Labor Code §2699 further states that, “(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

Labor Code §558 states that, “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages... (d) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Ms. Jimenez and aggrieved employees allege Defendants undercompensated Plaintiffs for all hours worked.

Labor Code §210 provides that “in addition to, an entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee. as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.”

Failure to Pay Minimum Wages

Pursuant to Labor Code §§1194 and 1197 and Wage Order No. 9-2001, §4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful. Ms. Jimenez and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§1194 and 1197 and Wage Order No. 9-2001, §4.

Defendants failed to pay Ms. Jimenez and other aggrieved employees minimum wages for all hours worked by, suffering or permitting Ms. Jimenez and other aggrieved employees to work for wages less than minimum wage and illegally and inaccurately recording time worked by Ms. Jimenez and other aggrieved employees; and other methods to be discovered. Defendants’ conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4.

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Failure to Pay Overtime Wages

Pursuant to Labor Code §§510 and 1194 and Wage Order No. 9-2001, §3, an employer must compensate its employees for all overtime, which is calculated at one and one half times the regular rate of pay for hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on the seventh consecutive work day, with double time for all hours worked in excess of eight hours on the seventh day of any workweek, or after 12 hours in any work day.

Plaintiffs are current and former non-exempt employees of Defendants and are entitled to the protections of Labor Code §§510 and 1194 and Wage Order No. 9-2001. Defendants failed to compensate Plaintiffs for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half times or double the regular rate of pay as provided by Labor Code §§510 and 1194 and Wage Order No. 9-2001, §3; requiring, suffering or permitting Plaintiffs to work shifts in excess of eight hours per day and then requiring, suffering or permitting Ms. Jimenez and other aggrieved employees to illegally and inaccurately record the time worked by Ms. Jimenez and other aggrieved employees; and other methods to be discovered.

In violation of California law, Defendants refused to perform its obligations to compensate Ms. Jimenez and other aggrieved employees for all wages earned and all hours worked. Defendants' conduct violates Labor Code §§510 and 1194 and Wage Order No. 9-2001, §3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code §204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Defendants failed to pay Ms. Jimenez and other aggrieved employees for the minimum wages and overtime wages they earned in violation of Labor Code §204. Labor Code §204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Defendants knew it was required to pay overtime wages, yet on many occasions failed to pay Ms. Jimenez and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code §§201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer

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discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code §202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 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. Labor Code §203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 days.

Defendants failed to pay accrued wages to Ms. Jimenez and other aggrieved employees in accordance with Labor Code §§201 and 202. Because Defendants failed to pay Ms. Jimenez and other aggrieved employees minimum and overtime wages owed, Defendants failed and continues to fail to pay the full earned and unpaid wages due to Ms. Jimenez and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code §226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (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 other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Defendants failed to provide Ms. Jimenez and other aggrieved employees accurate itemized wage in that the wage statements provided did not, among other things, include the accurate number of hours worked and did not compensate Plaintiff and members of the Plaintiff Class at least minimum wage for all hours worked. The wage statements also did not allow Plaintiff and members of the Plaintiff Class to easily determine if they had been paid minimum wage for their piece rate hours worked.

Failure to Maintain Required Records

Defendants failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 9-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Defendants failed to pay its employees minimum wages; nevertheless, Defendants failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted.

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AQUITY SOLUTIONS, LLC; Inventurus Knowledge Solutions, Inc.; and DOES 1-100**
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In addition, Ms. Jimenez and other aggrieved employees performed work off-the-clock and were not compensated for such time. As a result, Defendants failed to maintain accurate records of the total daily hours worked by each employee and when each employees began and ended each work period. Employees' wage statements also were inaccurate. In addition, Defendants did not properly calculate Ms. Jimenez and other aggrieved employees' regular rate of pay.

CONCLUSION

Plaintiffs allege Defendants' employment practices implicate numerous Labor Code violations and remedies including, but not limited to, those found in Labor Code §§201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 256, 510, 512, 558, 1174, 1194, 1197, 2751, and 2699.

As a result of the acts alleged above, Ms. Jimenez bring this action on her own behalf, and in her representative capacity on behalf of all aggrieved employees who are current or former employees of Defendants, for penalties pursuant to Labor Code § 2699 for Defendants' violations of the enumerated Labor Code sections.

Accordingly, Ms. Jimenez respectfully requests that the Labor & Workforce Development Agency ("LWDA") decline to pursue an enforcement action in favor of this office pursuing enforcement privately. If the LWDA declines to pursue enforcement, Ms. Jimenez will pursue these claims for statutory penalties on behalf of themselves and all other similarly situated current and former aggrieved employees in a Superior Court action.

If you have any questions or concerns, please do not hesitate to contact us.

Very Truly Yours,

BAKER LAW GROUP, LLP



Michelle B. Baker, Esq.