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Attorneys for Plaintiff ANGELA SMITH and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ANGELA SMITH, an individual;) Case No. STK-CV-UOE-2023-0002783
KASSANDRA HERNDON, an individual; on)
behalf of themselves and all others similarly) Honorable Esmeralda Zendejas
situated and the general public,) Department 11A

Plaintiffs,

vs.

AGREEYA SOLUTIONS, INC., a California)
corporation; and DOES 1 through 100,)
inclusive,)

Defendants.)

**DECLARATION OF AARON A. BARTZ IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 8, 2025
May 10, 2025
May 17, 2025
May 18, 2025
May 23, 2025

Time: 09:00 a.m.
Dept.: 11A

Complaint Filed: March 22, 2023
FAC Filed: May 16, 2023
SAC Filed: February 13, 2025
Trial Date: Not Set

I, Aaron A. Bartz, declare:

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

4. Prior to pursuing their claims against Defendant, Plaintiff filed and served notice on the Labor and Workforce and Development Agency (LWDA) of the facts and theories underlying the violations, and the specific Labor Code sections that were violated pursuant to the Private Attorneys General Act (PAGA), on March 8, 2023. Attached as **Exhibit 1** hereto is a true and correct copy of Plaintiff's March 8, 2023 PAGA letter.

6. I believe the settlement achieved in this case, a non-reversionary amount of \$825,000, is fair, reasonable and adequate taking into account all of the strengths and weaknesses of the case, Defendant's defenses, as well as the potential trial delays and appeals in the event this case was not settled.

7. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

- 1 a. *Wilkins, et al. v. Equinox Holdings, Inc.*
2 Los Angeles Superior Court, No.: BC440058
- 3 b. *TBC Retail Group Wage and Hour Cases*
4 Los Angeles Superior Court, No.: JCCP No. 4701
- 5 c. *Casserly v. Randstad US, L.P., et al.*
6 U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)
- 7 d. *Crilly v. Micro Electronics, Inc.*
8 Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC
- 9 e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
10 Orange County Superior Court, No.: 30:2013-00649600-DU-OE-CXC
- 11 f. *Holsted et al. v. R.J. Noble Company et. al.*
12 Orange County Superior Court, No.: 30:2010-00379770-CU-OE-CXC
- 13 g. *Piggue v. Chief Protective Services, Inc.*
14 Orange County Superior Court, No.: 30-2013-00688107-CU-OE-CXC
- 15 h. *Walsh v. Pacific Bell Telephone Company*
16 Orange County Superior Court, No.: 30-2011-00498062-CU-OE-CXC
- 17 i. *Woods v. JFK Memorial Hospital*
18 Riverside County Superior Court, No.: INC 1205209
- 19 j. *Ramirez et. al v. Titan Insurance of New Mexico*
20 Riverside County Superior Court, No.: RIC1211890
- 21 k. *Duran v. Big 5 Corp.*
22 Los Angeles Superior Court, Case No. BC557154
- 23 l. *Sheahan v. Celtic Leasing Corporation, Inc.*
24 Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC
- 25 m. *Panasis v. Control4 Corporation*
26 United States District Court, Central District of California
27 Case No. SACV-16-1179-DOC
- 28 n. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
United States District Court, Western District of Washington
Case No. C12-2184 TSZ

- 1 o. *Matthews v. Whelan Security of California, Inc.*
2 Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC
3 p. *Rodriguez v. R.J. Noble Company (Navarro/Kles),*
4 Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC
5 q. *Wang v. Fountain Valley Regional Hospital*
6 Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC
7 r. *Skerl v. Sutter Bay Hospitals*
8 San Mateo Superior Court, No. 21-CV-02057

9 8. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in
10 Economics and English, and graduated from Southwestern Law School in 1998. Since becoming
11 a lawyer in 1998, my practice has focused on complex litigation matters, and for more than a
12 decade, complex employment law and wage and hour matters.

13 9. I am a member of the California State Bar, the Orange County Bar Association,
14 Los Angeles County Bar Association, and California Employment Lawyers Association. I have
15 an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 27+
16 year career, I have handled many successful employment law matters both at the trial and
17 appellate levels. I estimate that I have represented plaintiffs in hundreds of different
18 employment cases, the vast majority of which have resulted in favorable settlements, awards
19 and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries
20 in several class action lawsuits and other lawsuits involving complex legal and factual issues. In
21 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which settled for \$16,800,000. Recently, in
22 the *Skerl v. Sutter Bay Hospitals* case above, the parties settled for \$12,000,000. I have also been
23 involved in many other million and multi-million dollar verdicts and settlements over the years.

24 10. In addition to myself, Rex J. Phillips, an attorney with over 19 years of
25 experience, also assisted me with the prosecution of this case. Mr. Phillips graduated with
26 Honors from Glendale University College of Law, achieved a B.A. in English from California
27 State Polytechnic University, Pomona, and has many years of experience prosecuting
28

1 employment actions, including wage and hour class and representative actions.

2 11. Moreover, assisting Mr. Phillips and I on this case were paralegals Nestor Mejia
3 and Leanne Nguyen-Phuoc. Mr. Mejia has an AA from West Los Angeles College in Business
4 Administration, and has many years of experience working on employment and wage and hour
5 matters, including PAGA and complex class actions, for my firm and others within California.
6 Ms. Nguyen-Phuoc has a BA from University of California, Irvine (UCI), and attained a
7 paralegal certificate from UCI in 2023. Ms. Nguyen-Phuoc has worked on various employment
8 and wage and hour matters for the past year.

9
10 **CLASS ENHANCEMENTS AND ATTORNEYS' FEES, COSTS AND EXPENSES**

11 12. Plaintiffs have assisted Class Counsel in their investigation by connecting Class
12 Counsel to other individuals who were employed by Defendant, and by corresponding with Class
13 Counsel to answer questions about their employment. Plaintiffs also spent many hours
14 conferring with Class Counsel both prior to and after initiating this litigation, assisted Class
15 Counsel with reviewing Defendant's informal discovery, assisted in the preparation for
16 mediation, were on-call during the entirety of the mediation, and have produced payroll and
17 other employment records to assist Class Counsel in pursuing the claims in this case.

18 13. In addition, Plaintiffs are releasing all claims, not just wage and hour claims, as
19 part of their releases in this case. As such, Plaintiffs' release includes a waiver of unknown
20 claims and their rights under California Civil Code § 1542.

21 14. Based on the above, and the Declarations of the Class Representatives filed
22 concurrently, the requested service payments of \$7,500 for each of the named Plaintiffs are
23 appropriate and justified.

24 15. At the time of final approval, my firm and co-counsel will submit detailed records
25 of their attorneys' fees and costs, which will amply support Plaintiffs' attorneys' fees request of
26 not more than thirty-five percent of the settlement, or \$288,750, and costs not to exceed \$40,000.

27 16. After receiving several bids for administering the class notice in this action,
28 Plaintiffs have selected Apex, with a not to exceed bid of \$9,990 to administer this settlement.

1 I declare under penalty of perjury under the laws of California that the foregoing is true
2 and correct. Executed on April 8, 2025, at Irvine, California.

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4 //Aaron A. Bartz//

5 Aaron A. Bartz
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EXHIBIT 1

BARTZ LAW GROUP, APC

5151 California Ave., Suite 100

Irvine, California 92617

(949) 504-4413

aaron@bartzlawgroup.com

March 8, 2023

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Agreeya Solutions, Inc.
c/o Sanjay Khosla
Agent for Service of Process
605 Coolidge Drive, Suite 200
Folsom, California 95630

Re: *Angela Smith v. Agreeya Solutions, Inc.*

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group represent Angela Smith and all other similarly situated aggrieved employees (“Plaintiffs”) with respect to their employment with AgreeYa Solutions, Inc. (“Employer”).

The Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer is a provider of software, solutions, and services to companies and public entities throughout California. Plaintiff Smith was employed as a non-exempt hourly employee by Employer between March 2021 and May 2022. Plaintiffs worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Smith.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Smith and all other aggrieved employees all wages that they are owed, including minimum wages and overtime compensation, based upon Employer’s policy and practice of rounding Plaintiffs’ hours worked, often down, resulting in less pay that they are entitled. As such, Employer fails to pay for all time worked by Plaintiffs because of the rounding policy that adversely affects Plaintiffs’ receipt of all wages due to them. *See Camp v. Home Depot*, 84 Cal.App.5th 638, 660 (2022). Employer’s failure to pay all wages owed violates

Labor Code §§ 510 and 1194.

Labor Code § 204(a) provides in pertinent part that “[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. 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.”

Pursuant to Labor Code § 204(b)(1), moreover, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” Here, Employer did not pay Plaintiffs all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to complete their jobs even when Employer coerces them to clock out for meal periods, without getting paid. Moreover, Plaintiffs’ meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer did not have sufficient personnel to allow Plaintiffs to take their meal periods duty-free. Plaintiffs frequently have to work through their meal periods, and even when getting their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Plaintiff Smith and all other aggrieved employees were either not authorized or permitted to take their rest breaks. By the nature of Plaintiff Smith and other aggrieved employees’ job duties, moreover, Plaintiffs were always on call during their shifts, and not allowed to take their rest periods. Employer also coerced Plaintiffs not to take legally mandated rest periods by criticizing, disciplining and/or reprimanding employees who attempted to take legally mandated rest periods; failing to schedule rest periods; and constantly pressuring Plaintiffs to remain available during their shifts. As such, Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, failed to provide a second duty-free rest period of 10 minutes for shifts between 6-10 hours and failed to provide a third duty-free rest period of 10 minutes for shifts in excess of 10 hours. As a result of Employer’s lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiff Smith or the other aggrieved employees’ one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for company business, including responding to work calls and text messages on their personal cell phones, but Employer fails and refuses to reimburse Plaintiffs for the usage of their personal cell phones for work purposes. Plaintiffs, including Plaintiff Smith, were also required to use their personal vehicles to perform their jobs, but Employer also failed to reimburse them for the use of such personal vehicles.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Angela Smith and other aggrieved employees, is providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT 2

FILED

2025 FEB 13 PM 2:22

STEPHANIE BOHRER, CLERK
BY DANIELLE JEANDEBIEN
COURTY

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Attorneys for Plaintiff ANGELA SMITH

[Additional Counsel on Following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ANGELA SMITH, an individual;
KASSANDRA HERNDON, an individual; on
behalf of themselves and all others similarly
situated and the general public,

Plaintiffs,

v.

AGREEYA SOLUTIONS, INC., a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No: STK-CV-UOE-2023-0002783

CLASS ACTION

**SECOND AMENDED CLASS ACTION
AND PAGA COMPLAINT:**

1. Violation of B&PC §17200, et seq.
2. Violation of Labor Code §§ 204, 510, 1194 and 1198;
3. Violation of Labor Code §§ 200, et seq.;
4. Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code §226;
5. Failure to Provide Meal Periods (Lab. Code §226.7);
6. Failure to Provide Rest Breaks (Lab. Code §226.7);
7. Failure to Reimburse Expenses (Lab. Code §2802);
8. Violation of Labor Code §§2698-2699 (PAGA).

DEMAND FOR JURY TRIAL

Second Amended Class Action and PAGA Complaint

FILE BY FAX

Jonathan M. Genish (SBN 259031)
Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle GruppChang (State Bar No. 313881)
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BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278/ Fax: (855) 786-6356

Attorneys for Plaintiff KASSANDRA HERNDON

1 Plaintiffs ANGELA SMITH and KASSANDRA HERNDON, on behalf of themselves
2 and all other persons similarly situated, and the general public (hereinafter, “Plaintiffs”),
3 hereby complain against Defendant, AGREEYA SOLUTIONS, INC., a California corporation
4 (“Agreeya”); and DOES 1 to 100, inclusive (hereinafter Agreeya and Does 1-100 are
5 collectively referred to herein as “Defendants”), and on information and belief allege as
6 follows:

7 **GENERAL ALLEGATIONS**

8 **JURISDICTION**

9 1. This is a civil action seeking recovery of unpaid wages, waiting time penalties,
10 pay stub penalties and meal and rest period premiums under California Labor Code §§ 510,
11 1194 et seq., 201 et seq., 226 and 226.7. Plaintiffs bring an action for monetary damages for
12 failure to pay wages as well as for restitution for Defendants’ violations of Business and
13 Professions Code (B&PC) §17200, et seq., including full restitution of all compensation
14 retained by Defendants as a result of their unlawful, fraudulent and unfair business practices.
15 Plaintiffs seek all available relief, including full restitution of all compensation retained by
16 Defendants as a result of their unlawful and unfair business practices. Further, Plaintiffs seek
17 injunctive relief under B&PC §17200, et seq.

18 **VENUE**

19 2. Venue as to each of the Defendants is proper in this judicial district pursuant to
20 California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts
21 complained of herein occurred in the County of San Joaquin. Each defendant either owns,
22 maintains offices, transacts business, has an agent or agents within the County of San Joaquin,
23 or otherwise is found within the County of San Joaquin, and each defendant is within the
24 jurisdiction of this Court for purposes of service of process.

25 **PARTIES**

26 3. Plaintiffs Angela Smith (“Smith”) and Cassandra Herndon (“Herndon”) are
27 individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs Smith and
28 Herndon worked for Defendants within the State of California.

1 4. Plaintiffs are informed and believe and thereon allege that at all times
2 mentioned herein, defendant Agreeya is and was a California corporation.

3 5. Plaintiffs are informed and believe and thereon allege that at all times
4 mentioned herein, Defendant Agreeya was authorized to do business in the State of California,
5 County of San Joaquin, and offering IT and staffing services. Thus, each named defendant
6 and DOES 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the
7 Labor Code, as hereinafter alleged.

8 6. Plaintiffs do not know the true names or capacities, whether individual,
9 partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that
10 reason, those defendants are sued under such fictitious names, and Plaintiffs will seek from
11 this Court leave to amend this Complaint when such true names and capacities are discovered.
12 Plaintiffs are informed and believe and thereon allege that each of the Defendants and each
13 fictitious defendant, whether individual, partner, or corporate, was responsible in some
14 manner for the circumstances alleged herein, and proximately caused Plaintiffs and all others
15 similarly situated hereinafter alleged and the general public to be subjected to the unlawful
16 employment practices, wrongs, injuries and damages complained of herein.

17 7. At all times herein mentioned, each of the Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore,
19 Defendants, and each of them, were the agents, servants, and employees of each and every
20 one of the other Defendants, as well as the agents of all Defendants, and at all times herein
21 mentioned were acting within the course and scope of said agency and employment. Plaintiffs
22 herein allege that Defendants and each of them is the joint employer of Plaintiffs and the
23 classes.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the
26 course and scope of and in pursuance of said joint venture, partnership, and common
27 enterprise.
28

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and damages alleged herein.

10. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the damages, as herein alleged.

11. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof. The California Superior Court also has jurisdiction in this matter because Plaintiffs and the putative classes herein worked within the State of California, and were subject to California's wage and hour laws.

PLAINTIFF CLASSES

12. The class representative Plaintiffs who worked in the position of hourly non-exempt employees or other similar title(s) while employed by Defendants within the State of California, are as follows:

a. Angela Smith

Plaintiff Smith worked within California as a non-exempt employee for Defendants between March 2021 and May 2022.

b. **Kassandra Herndon**

Plaintiff Herndon worked within California as a non-exempt employee for Defendants between August 2020 and November 2020.

13. At all times mentioned herein, Plaintiffs and the entirety of the hourly Class identified herein are current and former employees of Defendants who were not properly paid all their wages, including but not limited to, proper premium overtime, and/or double time due

1 to Defendants' failure to include all hours worked in a week to determine hours over eight (8)
2 in a given day, or forty (40) in a week.

3 **CLASS ACTION ALLEGATIONS**

4 14. Plaintiffs bring this action on behalf of themselves and all others similarly
5 situated as a class action pursuant to CCP §382. The Classes which Plaintiffs seek to
6 represent are composed of and defined as follows:

7 **Class 1:**

8 All non-exempt hourly employees who worked for Defendants in California from
9 2018 through the date of judgment, who were not paid premium overtime and/or double time
10 at the employee's regular rate of pay.

11 **Class 2:**

12 All non-exempt hourly employees who worked for Defendants in California from
13 2018 through the date of judgment, who were not paid the minimum wage for all hours
14 worked (Minimum Wage Class);

15 **Class 3:**

16 All non-exempt hourly employees who worked for Defendants in California and who
17 worked at some point from 2019 through the present, who are no longer employed with
18 Defendants and to whom Defendants willfully failed to pay all wages due upon separation
19 from Defendants (Waiting Time Penalty Class);

20 **Class 4:**

21 All non-exempt hourly employees who worked for Defendants in California from
22 2018 to the present who were not provided legally compliant meal periods (Meal Break
23 Class);

24 **Class 5:**

25 All non-exempt hourly employees who worked for Defendants in California from
26 2018 through the present who were not provided legally-compliant rest breaks (Rest Break
27 Class);
28

Class 6:

All non-exempt hourly employees who worked for Defendants in California from 2021 through the present who were provided a paystub (a.k.a. wage statement) which failed to list all hours actually worked and wages owed (Pay Stub Class).

Class 7:

All non-exempt hourly employees who worked for Defendants in California from 2018 through the present who were not reimbursed for their necessary and reasonable business expenses (Reimbursement Class).

The members of the classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes are unknown to Plaintiffs at this time; however, it is estimated that the classes number greater than 100 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

15. There are common questions of law and fact as to Plaintiffs and all others similarly situated which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants paid their employees proper premium overtime and/or double time at the employees' regular rate for hours over eight (8) in a day and/or forty (40) hours in a week, in paying their hourly non-exempt employees;
- ii. Whether Defendants violated the applicable Labor Code provisions including §510, 1194, and 203 by requiring substantial overtime work and not paying for said work according to the overtime laws of the State of California;
- iii. Whether Defendants failed to pay the appropriate premium overtime compensation to the hourly employees;

- iv. Whether Defendants improperly retained, appropriated or deprived Plaintiffs and the class members of the use of monies or sums to which Plaintiffs and the class were legally entitled;
- v. Whether Defendants engaged in unfair business practices;
- vi. Whether Defendants, and each of them, were participants in the alleged unlawful conduct;
- vii. Whether Defendants' conduct was willful or reckless;
- viii. The effect upon and the extent of injuries suffered by Plaintiffs and all others similarly situated and the appropriate amount of compensation;
- ix. The appropriate amount of monetary penalties allowed by Labor Code §201, et. seq.;
- x. Whether Defendants violated Labor Code §226 and relevant IWC Wage Orders by failing to, among other violations, accurately report total hours worked, all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly work, by Plaintiffs and the members of the Class;
- xi. Whether Defendants knowingly and intentionally failed to maintain records for Plaintiffs and members of the Class as required by Labor Code § 1174 and the applicable IWC Wage Orders;
- xii. Whether Defendants failed to reimburse Plaintiffs and the class members for necessary expenditures incurred in the performance of their work for Defendants;

16. Plaintiffs' claims are typical of the claims of all members of the classes and subclasses mentioned herein. Plaintiffs, as representative parties, will fairly and adequately protect the interest of the classes by vigorously pursuing this suit through their attorneys who are skilled and experienced in handling matters of this type. Plaintiffs have no claim or interest that is antagonistic to any class member.

1 17. The nature of this action and the nature of laws available to the members of the
2 classes and subclasses identified herein make use of the class action format a particularly
3 efficient and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein.
4 Further, this claim involves a large corporate employer, Defendant Agreeya, and a large
5 number of individual employees (Plaintiffs and all others similarly situated) with many
6 relatively small claims with common issues of law and fact. If each employee were required
7 to file an individual lawsuit, the corporate defendants would necessarily gain an
8 unconscionable advantage since they would be able to exploit and overwhelm the limited
9 resources of each individual plaintiff with their vastly superior financial and legal resources.
10 Requiring each class member to pursue an individual remedy would also discourage the
11 assertion of lawful claims by employees who would be disinclined to pursue an action against
12 their present and/or former employer for an appreciable and justifiable fear of retaliation and
13 permanent damage to their careers at present and/or subsequent employment. Proof of a
14 common business practice or factual pattern, of which the Plaintiffs experienced, is
15 representative of the class mentioned herein and will establish the right of each of the
16 members of the named class to recovery on the causes of action alleged herein.

17 18. The prosecution of separate actions by the individual class members, even if
18 possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
19 with respect to the individual class members against Defendants herein; and which would
20 establish potentially incompatible standards of conduct for Defendants; and/or (b) legal
21 determinations with respect to individual class members which would, as a practical matter,
22 be dispositive of the interest of the other class members not parties to adjudications or which
23 would substantially impair or impede the ability of the class members to protect their interests.
24 Further, the claims of the individual members of the class are not sufficiently large to warrant
25 vigorous individual prosecution considering all of the concomitant costs and expenses
26 attending thereto.

27 19. Plaintiffs and all others similarly situated are entitled to the wages and other
28 monies unlawfully withheld. This action is brought for the benefit of the public.

1 **FIRST CAUSE OF ACTION**

2 **(Violation of B&PC §17200, et seq.)**

3 20. Plaintiffs re-allege and incorporate by reference herein the allegations of all
4 preceding paragraphs as though fully set forth herein.

5 21. Beginning on an exact date unknown to Plaintiffs but believed to have
6 occurred from 2018 on, Defendants have engaged in a pattern and practice of acts of unfair
7 competition in violation of B&PC §17200, including the practices alleged herein.

8 22. Defendants, and each of them, provide IT and staffing services within
9 California, and have engaged in the practice of paying their non-exempt employees, in a
10 fashion that circumvents California's wage and hour laws.

11 **FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION**

12 23. Plaintiffs are informed and believe and thereon allege that as part of
13 Defendants' ongoing unfair business practices, Defendants' hourly employees worked in
14 excess of eight (8) hours per day, and in excess of forty (40) hours per week without receiving
15 the proper regular rate of pay and/or minimum wage rate because of Defendants' practice of
16 rounding hours, usually down, so that Defendants fail to pay Plaintiffs for all hours worked by
17 them.

18 24. Defendants, and each of them, consistently administered a corporate policy
19 regarding the rounding down of hours worked, which effectively reduces the number of hours
20 worked by Plaintiffs based upon Defendants' other policies and practices, including but not
21 limited to the tardiness policy. This corporate policy and pattern of conduct is accomplished
22 with the advanced knowledge and designed intent to avoid paying non-exempt employees for
23 all hours worked. Accordingly, Plaintiffs and the class members are entitled to all unpaid
24 wages due under California law. Further, Plaintiffs and the class are entitled to restitution of
25 these wages obtained by Defendants, and each of them.

26 **VIOLATION OF LABOR CODE § 200, ET SEQ.**

27 25. Plaintiffs are informed and believe and thereon allege that as part of
28 Defendants' ongoing unfair business practices, Defendants failed to provide all employees all

wages at the time of their separation in violation of Labor Code § 200, et. seq., including but not limited to, §§201, 202, 203 & 204.

26. Labor Code § 200, et seq. provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon the employee's involuntary separation from employment; immediately upon his or her voluntary separation if the employee gave at least seventy-two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

27. Plaintiffs are informed and believe and thereon allege that all employees who have been separated from Defendants did not timely receive a final paycheck detailing the proper amount of pay from Defendants in violation of Labor Code § 200, et. seq.

28. Pursuant to Labor Code § 200, et seq. employees that no longer work for Defendants, and who were not timely paid, are entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

VIOLATION OF MEAL AND REST PERIOD PROVISIONS

29. Defendants' improper meal and rest period policies are in violation of California law including, but not limited to Labor Code § 226.7, 512, and the applicable IWC Wage Orders. Plaintiffs and the class were entitled to 1 hour of pay for each meal and rest break violation at their regular rate of pay. Defendants failed and continue to fail to pay for meal and rest period violations at the employees' regular rate of pay in violation of Section 11 of the applicable Wage Orders.

30. Plaintiffs seek restitution and injunctive relief for said violations.

31. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices prohibited by California B&PC § 17200, thereby depriving their employees and the putative class the minimum working standards and conditions due to them under the California labor laws and Industrial Welfare Commission wage orders as specifically described herein. Plaintiffs seek an injunction preventing Defendants from continuing their unfair business

1 practice of improperly depriving their employees of overtime pay, and payment of their
2 regular rate of pay for meal and rest period premiums. Plaintiffs further seek an order
3 requiring Defendants to identify by full name, telephone number, and last known address
4 employees who worked or still work for Defendants between 2018 through the date of
5 judgment; Plaintiffs further seek an order requiring Defendants to timely pay restitution to all
6 current and former employees, including back wages, premium payments, and interest.

7 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

8 32. Plaintiffs are informed and believe and thereon allege that as part of
9 Defendants' ongoing unfair business practices, Defendants, and each of them, fail to provide
10 their employees with proper and understandable itemized wage statement, as required by Labor
11 Code § 226.

12 33. Plaintiffs are informed and believe, and thereon allege, that Defendants, and
13 each of them, fail to provide each employee with an itemized statement which states the actual
14 regular rate paid, the total hours worked by the employee, the gross and net wages earned, and
15 all applicable hourly rates in effect during the pay period and the corresponding number of
16 hours worked at each hourly rate by the employee.

17 **FAILURE TO REIMBURSE EXPENSES**

18 34. Defendants have adopted and implemented an illegal reimbursement policy
19 that fails to compensate Plaintiffs for all of their necessary business expenses incurred in
20 discharging their duties for Defendants.

21 35. Defendants' conduct in failing to reimburse Plaintiffs and the class for their
22 necessary business expenses is also unfair within the meaning of Business and Professions
23 Code §17200 because it is against established public policy and has been pursued to attain an
24 unjustified monetary advantage for Defendants by unfairly and unlawfully reducing Plaintiffs'
25 and the other class members' compensation, as Plaintiffs and the class are required to come
26 out of pocket for such expenses. As such, Defendants' business practices, including their
27
28

1 illegal reimbursement policy and practice, is unfair, illegal and fraudulent, in that such policy
2 and practice was intended to reduce Plaintiffs' and the class' due and owing compensation.

3 **SECOND CAUSE OF ACTION**

4 **RECOVERY OF UNPAID WAGES & PENALTIES**

5 **(Violation of Labor Code §§ 204, 510, 1194 and 1198)**

6 36. Plaintiffs re-allege and incorporate by reference herein the allegations of all
7 preceding paragraphs as though fully set forth herein.

8 37. Plaintiffs and all others similarly situated identified herein were and are
9 employed and scheduled as a matter of established company policy to work and in fact
10 worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess
11 of forty (40) hours per week. Defendants employed and scheduled all employees without
12 providing overtime compensation for such excess hours worked in violation of Labor Code §§
13 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders.
14 Labor Code § 204 establishes the fundamental right of all employees in the State of California
15 to be paid the proper amount of wages in a timely fashion for their work, including overtime.
16 Defendants always had a written and verbal agreement to pay overtime and double time based
17 on the Plaintiffs' and classes' regular rate of pay.

18 38. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiffs may bring a civil action
19 for overtime wages directly against the employer without first filing a claim with the Division
20 of Labor Standards Enforcement (hereinafter "DLSE") and may recover such wages, together
21 with interest thereon, penalties, attorneys' fees and costs.

22 39. At all times relevant hereto, Defendants have failed to pay to Plaintiffs and all
23 persons similarly situated wages when due as required by Labor Code § 204.

24 40. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer
25 than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage
26 Orders.

27 41. At all times relevant hereto, Plaintiffs are informed and believe and thereon
28 allege that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this

1 classification, Defendants have willfully violated the Labor Code with respect to meeting the
2 requirements of paying one (1) regular rate of pay and calculating overtime and double time
3 based on that regular rate, as herein before alleged. Defendants have failed to properly pay
4 premium overtime for hours worked in a week, and as such, Defendants are able to reduce
5 their overhead and operating expenses and gain an unfair advantage over competing
6 companies complying with state law. Furthermore, Defendants have failed to include all
7 items of remuneration when determining the employees' regular rate of pay, as described
8 above.

9 42. Plaintiffs are informed and believe and thereon allege that Defendants
10 consistently administered a corporate policy regarding both staffing levels and duties and
11 responsibilities of the members of the classes which required the entirety of all classes to work
12 overtime without proper premium pay, and to fail all wages for hours worked. This corporate
13 policy and pattern of conduct was/is accomplished with the advance knowledge and design of
14 all Defendants herein. Thus, Plaintiffs and all others similarly situated routinely, regularly
15 and customarily performed overtime work and/or work that they failed to be compensated at
16 the appropriate hourly wage.

17 43. Plaintiffs are informed and believe and thereon allege that the obligations and
18 responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly
19 situated merely allege wrongdoing with Defendants' pay plans, policies and practices.
20 Further, the duties of Plaintiffs and all others similarly situated are not relevant in certifying
21 any of the classes.

22 44. Defendants, and each of them, had a consistent and uniform policy, practice
23 and procedure of willfully failing to pay the earned and unpaid wages of all such non-exempt
24 employees. Defendants have willfully failed to pay the earned and unpaid wages of such
25 individuals, including, but not limited to regular pay, premium pay, and other wages earned
26 and remaining uncompensated according to amendment, or proof.

27 45. The pattern, practice and uniform administration of corporate policy regarding
28 illegal employee compensation as described herein is unlawful and creates an entitlement to

1 recovery by Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance
2 of the full amount of all wages owing, including the proper calculation of the regular rate and
3 the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are
4 owing, including interest thereon, willful penalties, reasonable attorneys' fees, and costs of
5 suit according to the mandate of Labor Code § 1194, et. seq.

6 46. Likewise, Defendants have a pattern, practice and uniform administration of
7 corporate policy regarding failure to comply with the required provisions of Labor Code §
8 226.7, in failing to pay Plaintiffs and the class the meal and rest period premium payments at
9 the regular rate.

10 **THIRD CAUSE OF ACTION**

11 **(Violation of Labor Code §§ 200, et. seq.)**

12 47. Plaintiffs re-allege and incorporate by reference herein the allegations of all
13 preceding paragraphs as though fully set forth herein.

14 48. Labor Code §§ 200, et. seq., provides that an employer is required to pay an
15 employee all wages (including accrued vacation) immediately upon an employee's
16 involuntary separation from employment; immediately upon her voluntary separation if the
17 employee gave at least seventy two (72) hours notice, and within seventy two (72) hours, if
18 the employee voluntarily separated, but did not give at least seventy two (72) hours notice.

19 49. Plaintiffs Smith and Herndon and other former employees of Defendants
20 employed in the State of California separated from employment with Defendants, and did not
21 timely receive a final pay check with all of their wages due from Defendants in violation of
22 Labor Code §§ 200, et seq. Plaintiffs are informed and believe and thereon allege that
23 Defendants also violated the mandates of Labor Code §§ 200, et seq., as to other employees
24 whose employment ended during the period of time covered by this action.

25 50. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no
26 longer works for Defendants, and who was not timely paid all of his or her wages due is
27 entitled to one (1) day of pay in penalties for each day that he or she was paid late, until
28 payment was made, up to a maximum of thirty (30) days.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(Violation of Labor Code § 226)**

4 54. Plaintiffs re-allege and incorporate by reference herein the allegations of all
5 preceding paragraphs as though fully set forth herein.

6 55. Labor Code §226(a) provides, in pertinent part:

7 An employer, semimonthly or at the time of each payment of wages, shall
8 furnish to his or her employee, either as a detachable part of the check, draft, or
9 voucher paying the employee's wages, or separately if wages are paid by
10 personal check or cash, an accurate itemized statement in writing showing (1)
11 gross wages earned, (2) total hours worked by the employee, except as
12 provided in subdivision (j), (3) the number of piece-rate units earned and any
13 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
14 deductions, provided that all deductions made on written orders of the
15 employee may be aggregated and shown as one item, (5) net wages earned, (6)
16 the inclusive dates of the period for which the employee is paid, (7) the name
17 of the employee and only the last four digits of his or her social security
18 number or an employee identification number other than a social security
19 number, (8) the name and address of the legal entity that is the employer and, if
20 the employer is a farm labor contractor, as defined in subdivision (b) of Section
21 1682, the name and address of the legal entity that secured the services of the
22 employer, and (9) all applicable hourly rates in effect during the pay period and
23 the corresponding number of hours worked at each hourly rate by the
24 employee. . . .

25 56. During the Class Period, Defendants knowingly and intentionally failed to
26 provide the Class Members, including Plaintiffs Smith and Herndon, with timely and accurate
27 wage and hour statements showing gross wages earned, total hours worked, all deductions
28 made, net wages earned, the name and address of the legal entity employing that Class
Member, and all applicable hourly rates in effect during each pay period and the
corresponding number of hours worked at each hourly rate by that Class Member.

57. The Class Members, including Plaintiffs, suffered injury as a result of
Defendants' knowing and intentional failure to provide the Class Members, with the wage and
hour statements required by law.

58. Based on Defendants' conduct as alleged herein, Defendants are liable for actual

1 damages, statutory damages and/or statutory penalties pursuant to California Labor Code §
2 226, attorney's fees and costs and other applicable provisions of the Labor Code and
3 applicable Wage Order.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE MEAL PERIODS**

6 **(Violation of Labor Code §§ 226.7 and 512)**

7 59. Plaintiffs re-allege and incorporate by reference herein the allegations of all
8 preceding paragraphs as though fully set forth herein.

9 60. California Labor Code § 512 and IWC Wage Orders state that an employer
10 may not employ an employee for a work period of more than five (5) hours per day without
11 providing the employee a meal period of not less than 30 minutes, and an employer may not
12 employ an employee for a work period of more than 10 hours per day without providing the
13 employee with a second meal period of not less than 30 minutes. Unless the employee is
14 relieved of all duty during a 30-minute meal period, the meal period shall be considered an
15 "on duty" meal period and counted as time worked. California Labor Code § 226.7(a) further
16 states that no employer shall require any employee to work during any meal or rest period
17 mandated by an applicable order of the IWC.

18 61. Employers are prohibited from exerting coercion against the taking of, creating
19 incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

20 62. Plaintiffs and members of the Class were not provided with or given the
21 opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor
22 were they provided with or given the opportunity to take a proper second meal period during
23 the days when they worked more than 10 hours in a day. Defendants coerced Plaintiffs and
24 the members of the Class to forego meal periods by disciplining and/or threatening
25 disciplinary action against them if they attempted to take meal periods, created incentives to
26 forego meal breaks, and encouraged the skipping of meal periods by scheduling work to
27 coincide with the meal periods, among other things. In addition, Defendants placed
28 unnecessarily tight timelines on Plaintiffs' work, forcing them to miss their meal periods in

1 order to complete their jobs. As a result, Plaintiffs and members of the Class were required to
2 work and/or were not relieved of all duties during any meal period taken, and thus were
3 considered “on duty;” however, Defendants failed to count as time worked any “on duty”
4 meal period taken by Plaintiffs and the members of the Class.

5 63. Pursuant to California Labor Code § 226.7(c) and IWC Wage Orders, if an
6 employer fails to provide an employee a meal period in accordance with the applicable
7 provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay
8 at the employee’s regular rate of pay for each workday that the meal period is not provided.
9 As such, Plaintiffs and members of the Class are entitled to an additional one hour’s pay for
10 each day in which Plaintiffs and members of the Class were not provided a proper meal break
11 under the above-described authorities.

12 64. Plaintiffs and the members of the Class request that the Court award interest on
13 all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from
14 the date the wages were due and payable pursuant to Labor Code § 218.6.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS**

17 **(Violation of Labor Code § 226.7)**

18 65. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
19 allegations of the preceding paragraphs.

20 66. The applicable IWC Wage Orders state that every employer shall authorize and
21 permit all employees to take rest periods. The authorized rest period time shall be based on
22 the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of
23 work, or major fraction thereof. An employer must provide employees with 10 minutes’ rest
24 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
25 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

26 67. Plaintiffs and Class Members were not permitted to take rest periods, were
27 required to work during their rest periods, and/or were disciplined and/or were advised that
28

1 they would be disciplined if they took rest periods during work hours, in contravention of
2 California law.

3 68. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage
4 Orders, if an employer fails to provide an employee a rest period in accordance with the
5 applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the
6 employee's regular rate of compensation for each workday that the rest period is not provided.

7 69. As such, Plaintiffs and the Class members are entitled to an additional one
8 hour's pay for each day in which they were not provided a proper rest period under the above-
9 described authorities.

10 70. Plaintiffs and the members of the Class request that the Court award interest on
11 all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from
12 the date the wages were due and payable pursuant to Labor Code § 218.6.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE EXPENSES**

15 **(Violation of (Labor Code § 2802))**

16 71. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
17 allegations of the preceding paragraphs.

18 72. California Labor Code § 2802 provides that "[a]n employer shall indemnify his
19 or her employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties."

21 73. Plaintiffs are informed and believe, and based thereon allege, that at all
22 relevant times Plaintiffs and the class members incurred certain expenses for their jobs with
23 Defendants, including but not limited to using their personal cell phones for their work.
24 Despite this, Defendants failed and refused to indemnify Plaintiffs and the class for all of their
25 expenditures in carrying out their duties for Defendants.

26 74. As a result of Defendants' failure to indemnify Plaintiff and the class members,
27 they have suffered losses according to proof, including prejudgment interest, costs, and
28 attorneys' fees in prosecuting this case.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Violation of Labor Code §§ 2698 and 2699)

75. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

76. On or about March 8, 2023, Plaintiff Smith provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. On or about August 9, 2022, Plaintiff Herndon provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

77. The LWDA failed to respond to Plaintiffs’ counsel’s correspondence and failed to notify Plaintiffs’ counsel as to whether it would investigate the allegations contained therein, within the time period requirements of the Private Attorneys General Act (PAGA), under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

78. Defendants’ failure to pay Plaintiffs for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, and failure to provide accurate itemized wage statements, and failure to reimburse expenses, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 510, 512, 551, 552, 1174, 1194, 1198, 2802 and IWC Wage Orders.

79. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiffs bring this cause of action on behalf of themselves, as private attorneys general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

1 80. Defendants committed numerous violations of the California Labor Code and
2 IWC Wage Orders against the Plaintiffs, and on information and belief, against members of
3 the Class and other current and former employees while they were employed by Defendants,
4 including but not limited to:

5 a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders
6 by failing to pay Plaintiffs and the members of the Class, and on information and belief, other
7 current and former employees of Defendants, all minimum, straight time and overtime wages
8 owed in compliance with California law;

9 b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage
10 Orders by failing to pay Plaintiffs and the members of the Class by failing to pay for a missed
11 meal or rest period at the regular rate of pay;

12 c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by
13 failing to pay Plaintiffs and the members of the Class, and on information and belief, other
14 current and former employees of Defendants, all minimum wages owed in compliance with
15 California law;

16 d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage
17 Orders by failing to pay Plaintiffs and the members of the Class, and on information and
18 belief, other current and former employees of Defendants, all wages owed in a timely manner
19 in compliance with California law;

20 e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by
21 failing to provide Plaintiffs and the members of the Class, and on information and belief, other
22 current and former employees of Defendants, the opportunity to take the requisite meal
23 periods in compliance with California law;

24 f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by
25 failing to authorize and permit Plaintiffs and the members of the Class, and on information
26 and belief, other current and former employees of Defendants, the opportunity to take the
27 requisite rest periods in compliance with California law;

28 g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by
failing to properly maintain accurate employment time and records, maintain and/or submit
accurate itemized wage statements on behalf of Plaintiffs, members of the Class, and on

1 information and belief, on behalf of other current and former employees of Defendants as
2 described herein; and

3 h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by
4 failing to pay Plaintiffs, the Class, and on information and belief, other current and former
5 employees of Defendants as described herein;

6 i. Defendants violated Labor Code § 2802 by failing to indemnify Plaintiffs and
7 members of the Class and on information and belief, other current and former employees of
8 Defendants as described herein;

9 j. Defendants violated Labor Code §§ 551 and 552 and/or the IWC Wage Orders
10 by requiring Plaintiffs and other members of the Class to work seven consecutive days
11 without a day of rest.

12 81. Pursuant to Labor Code § 2699, Plaintiffs, members of the Class, and all other
13 aggrieved current and former employees seek to recover civil penalties, as otherwise provided
14 by statute and wage order, for which Defendants are liable as a result of their violations of the
15 California Labor Code and applicable wage order(s) in an amount to be proven at trial. These
16 penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204,
17 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1197, 2699, 2802 and IWC Wage
18 Orders. Plaintiffs and aggrieved current and former employees further seek and award of
19 reasonable attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs pray:

22 1. That the Court determine this action may be maintained as a class action;

23 **As to the First Cause of Action:**

24 2. For an order preliminarily and permanently enjoining Defendants from
25 engaging in the practices challenged herein;

26 3. An order for full restitution of all monies, as necessary and according to proof,
27 to restore any and all monies withheld by the Defendants by means of the unfair practices
28 complained of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a
receiver, as necessary. The restitution includes all monies retained as wages, as defined in

1 Labor Code §§ 201, 202, 510 and 1194, and interest, and attorneys' fees as a result of the
2 unfair business practices;

3 4. For an order finding and declaring that Defendants' acts and practices as
4 challenged herein are unlawful, and unfair and/or fraudulent;

5 5. For an accounting, under administration of Plaintiffs and subject to court
6 supervision, to determine the amount to be returned by Defendants and the amounts to be
7 refunded to members who are or were not paid all their wages due to Defendants' unfair
8 business practices;

9 6. For the creation of an administrative process wherein each injured current and
10 former employee receives his or her back wages in the form of overtime pay or alternatively
11 that each current or former eligible employee may submit a claim in order to receive his/her
12 money;

13 7. For an order requiring Defendants to make full restitution and payment
14 pursuant to B&PC §§ 17200, et seq.;

15 8. For all other appropriate declaratory and equitable relief;

16 9. For pre-judgment interest to the extent permitted by law;

17 10. For an order requiring Defendants to identify, by name, address and telephone
18 number of each person who worked in California as an hourly non-exempt employee for
19 Defendants between 2018 through the time of judgment;

20 11. For an order imposing all civil and statutory penalties provided by law.

21 **As to the Second Cause of Action:**

22 12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and
23 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders)
24 regarding wages due and owing;

25 13. For pre-judgment interest as allowed by Labor Code § 1194 and California
26 Civil Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for
27 reasonable attorneys' fees;

28 14. For an order imposing all civil and statutory penalties provided by law.

As to the Third Cause of Action:

15. For waiting time penalties for all former employees not timely paid their last pay check, including vacation pay;

16. For reasonable attorneys' fees and costs;

17. For an order imposing all civil and statutory penalties provided by law.

As to the Fourth Cause of Action:

18. For recovery as authorized by Labor Code §226(e);

19. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(h);

21. For an order imposing all civil and statutory penalties provided by law.

As to the Fifth Cause of Action:

22. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a meal period was not provided, impeded, discouraged and/or dissuaded;

23. For an order imposing all civil and statutory penalties provided by law.

As to the Sixth Cause of Action:

24. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a rest period was not authorized or permitted, or impeded, interrupted, discouraged and/or dissuaded;

25. For an order imposing all civil and statutory penalties provided by law.

As to the Seventh Cause of Action:

26. For recovery of all necessary expenditures or losses incurred by Plaintiffs and the class members, according to proof;

27. For pre-judgment interest as allowed by Labor Code §§ 218.6, 1194(a), and Civil Code § 3287;

28. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2802(c);

As to the Eighth Cause of Action:

29. That the Court declare, adjudge and decree that Defendants violated California Private Attorneys General Act, Labor Code § 2698 and 2699;

30. For an order imposing all civil and statutory penalties provided by law;

31. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 2699(g); and

32. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action:

33. For reasonable costs incurred;

34. For such other and further relief as this Court may deem just and proper.

Dated: February 13, 2025

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff Angela Smith and all
others similarly situated

Dated: February 13, 2025

BLACKSTONE LAW, APC

By: /s/ Barbara DuVan-Clarke
BARBARA DUVAN-CLARKE
Attorneys for Plaintiff Kassandra Herndon and
all others similarly situated

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Dated: February 13, 2025

By: /s/ Aaron A. Bartz
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Attorneys for Plaintiff Angela Smith and all
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BLACKSTONE LAW, APC

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BARBARA DUVAN-CLARKE
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all others similarly situated