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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF KERN
11 UNLIMITED JURISDICTION
12

13 CHARLENE WHITE, on behalf of all others
14 similarly situated, and the general public,

Plaintiff,

15 v.

16 CONDUENT COMMERCIAL SOLUTIONS,
17 LLC, a Nevada limited liability company; and
18 DOES 1 through 50, inclusive,

Defendants.

Case No. BCV-22-103314

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff CHARLENE WHITE ("Plaintiff"), on behalf of all others similarly situated, and
2 the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants CONDUENT
5 COMMERCIAL SOLUTIONS, LLC, a Nevada limited liability company; and DOES 1 through
6 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code.
7 As set forth below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them double time wages at the correct rate;
- 17 (8) failed to pay them overtime and/or double time wages by failing to include all
18 applicable remuneration in calculating the regular rate of pay;
- 19 (9) failed to pay them for all vested vacation pay;
- 20 (10) failed to reimburse them for all necessary business expenses;
- 21 (11) failed to provide them with accurate written wage statements; and
- 22 (12) failed to pay them all of their final wages following separation of employment.

23 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
24 penalties, and related relief on behalf of all other aggrieved employees, and the State of California.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the penalties sought
27 by Plaintiff from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the
28 State of California.

3. Venue is proper in the County of Kern pursuant to Code of Civil Procedure §§ 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant CONDUENT COMMERCIAL SOLUTIONS, LLC is, and at all relevant times mentioned herein, a Nevada limited liability company doing business in the State of California.

6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

8. Plaintiff worked for Defendants as an hourly, non-exempt employee during the applicable statutory period.

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Security Check and Off-the-Clock

9. Plaintiff and the aggrieved employees were required to utilize the general entrance to the venues and required to go through a security check at the time of entering the premises on which they worked. The security check required Plaintiff and the aggrieved employees to first wait in line to enter the venues and required to go through a security screening.

10. Plaintiff and the aggrieved employees were only allowed to enter after they had passed through a metal detector and submitted to a bag check.

11. Plaintiff and the aggrieved employees were required to spend at least five to fifteen minutes each time they went through the security check—time that was not paid by Defendants.

12. Plaintiff and the aggrieved employees were required to go through the security check prior to clocking in at the beginning of each work shift.

13. Based on the above, Defendants' security check practices have resulted in substantial amounts of time not recorded as hours worked therefore resulting in substantial amounts of wages not paid to Plaintiff and the aggrieved employees.

Clock In Process

14. Plaintiff and the aggrieved employees were required to enter a username and password for as many as twenty-three (23) different logins before starting work.

15. Occasionally, Plaintiff and the aggrieved employees would encounter login errors or computer crashes that would require them to restart the log in process. The entire time spent booting up their work computer and getting logged in resulted in inaccurate time recording and therefore resulted in Plaintiff and the aggrieved employees not being paid for all hours worked while waiting for the computer to boot up and to get logged in.

16. Often, Plaintiff and the aggrieved employees would get kicked off their VPN and would need to call IT to get logged in so they could "clock-in." Furthermore, the application they used for logging their time frequently malfunctioned.

17. Accordingly, Plaintiff and the aggrieved employees spent substantial amounts of time getting logged-in and clocked-in for work – This time was not properly recorded as time worked and resulted in Plaintiff and the aggrieved employees not being paid for all hours worked by

1 Defendants.

2 **Missed Meal Periods**

3 18. Plaintiff and the aggrieved employees were not provided with meal periods of at
4 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
5 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
6 shift with not enough workers; (3) imposing so much work on each employee such that it made it
7 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
8 time; and, upon information and belief (4) no formal written meal and rest period policy that
9 encouraged employees to take their meal and rest periods.

10 19. Defendants have a policy and/or practice of requiring Plaintiff and the aggrieved
11 employees to take their meal periods after the fifth hour of work. Also, Plaintiff and the aggrieved
12 employees were required to clock out for meal periods even though they continued to perform
13 work with the full knowledge of their supervisors.

14 20. As a result of Defendants' policies and/or practices, Plaintiff and the aggrieved
15 employees were regularly not provided with uninterrupted meal periods of at least thirty (30)
16 minutes for each five (5) hours worked.

17 **Missed Rest Periods**

18 21. Plaintiff and the aggrieved employees were not provided with rest periods of at least
19 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
20 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
21 understaffing each work shift with not enough workers; (3) imposing so much work on each
22 employee such that it made it unlikely that an employee would be able to take their breaks if they
23 wanted to finish their work on time; and upon information and belief (4) no formal written meal
24 and rest period policy that encouraged employees to take their meal and rest periods.

25 22. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
26 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
27 hours worked.

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[illegible]

24. Vacation wages are considered a form of wages under Labor Code § 200. Vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

26. Plaintiff and the aggrieved employees are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not paid all accrued vacation pay.

27. The regular rate of pay under California law includes all remuneration for employment paid, on behalf of the employer, to the employee. This requirement includes, but is not limited, to, commissions and non-discretionary bonuses.

Expense Reimbursement

30. At all relevant times during the applicable limitations period, Defendants required Plaintiff and the aggrieved employees to incur expenses which Defendants failed and/or refused to

1 reimburse them for including, but not limited to, internet, electricity, utilities, and other remote
2 work-related expenses including the use of their personal cellphones. For example, Plaintiff and the
3 aggrieved employees worked remotely and had to pay for broadband internet expenses, electricity
4 expenses, utilities, the expenses of required personal cell phone usage, and/or rent expenses for the
5 physical office space they were required to keep in their home and which was dedicated for use on
6 behalf of Defendants during Plaintiff and the aggrieved employees' work hours.

7 31. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
8 necessary business expenses incurred by them.

9 **Wage Statements**

10 32. Plaintiff and the aggrieved employees were not provided with accurate wage
11 statements as mandated by law pursuant to Labor Code § 226. Plaintiff and the aggrieved
12 employees were issued payment via a paycard, and direct deposit. Upon information and belief,
13 Plaintiff and the aggrieved employees were automatically issued payment via an online account,
14 and were not issued paper paystubs.

15 33. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
16 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
17 clock" work were not included.

18 34. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
19 worked by the employee" were not accurately reflected in that all hours worked, including overtime
20 and "off-the-clock" work were not included.

21 35. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages
22 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
23 clock" work were not included.

24 36. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate by the employee" were not accurately reflected in that all hours worked, including
27 overtime and "off-the-clock" work were not included.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 37. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 38. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 212, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

7 39. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of other
8 current and former employees, to bring a representative civil action to recover civil penalties
9 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
10 maintained as a class action pursuant to Code of Civil Procedure section 382.

11 40. Plaintiff, a former employee against whom Defendants committed one or more of the
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
13 within the meaning of Labor Code § 2699(c).

14 41. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
16 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
17 intent to investigate.

18 42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
19 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 212, 223, 226(a), 226.7,
20 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 21 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
22 and 2802, one hundred dollars (\$100) for each employee per pay period for
23 each initial violation and two hundred dollars (\$200) for each employee per
24 pay period for each subsequent violation (penalties set by Labor Code §
25 2699(f)(2));
- 26 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
27 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 28 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each

1 employee for each initial violation that was neither willful nor intentional,
2 two hundred dollars (\$200) for each employee, plus 25% of the amount
3 unlawfully withheld from each employee, for each initial violation that was
4 either willful or intentional, and two hundred dollars (\$200) for each
5 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
6 from each employee, for each subsequent violation, regardless of whether the
7 subsequent violation was either willful or intentional (penalties set by Labor
8 Code § 210);

9 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional,
11 two hundred dollars (\$200) for each employee, plus twenty-five percent
12 (25%) of the amount unlawfully withheld from each employee, for each
13 initial violation that was either willful or intentional, and two hundred dollars
14 (\$200) for each employee, plus twenty-five percent (25%) of the amount
15 unlawfully withheld from each employee, for each subsequent violation,
16 regardless of whether the subsequent violation was either willful or
17 intentional (penalties set by Labor Code § 225.5);

18 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
19 citation, two hundred and fifty dollars (\$250) for each employee for each
20 violation. Alternatively, if an initial citation or its equivalent occurred before
21 the filing of this action, one thousand dollars (\$1,000) for each employee for
22 each violation (penalties set by Labor Code § 226.3);

23 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
24 employee for each initial pay period for which the employee was underpaid,
25 and one hundred dollars (\$100) for each employee for each subsequent pay
26 period for which the employee was underpaid (penalties set by Labor Code §
27 558);

28 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each

1 aggrieved employee for each initial violation of Labor Code § 1197 that was
2 intentional and two hundred and fifty dollars (\$250) for each aggrieved
3 employee per pay period for each subsequent violation of Labor Code §
4 1197, regardless of whether the initial violation was intentional (penalties set
5 by Labor Code § 1197.1);

6 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
7 attorneys' fees and costs in connection with Plaintiff's claims for civil
8 penalties.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on behalf of all others similarly situated, and the general public,
11 prays for relief and judgment against Defendants as follows:

- 12 (1) Pre-judgment interest;
13 (2) Civil penalties;
14 (3) Costs of suit;
15 (4) Reasonable attorneys' fees; and
16 (5) Such other relief as the Court deems just and proper.

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19 Dated: December 12, 2022

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21 
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