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By /s/ Maria Coronel  
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**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SAN MATEO**

LATRIECE JONAE HARRIS and  
RAINYIA CHAMPAGNE HART,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

ONPOINT TESTING, INC., a Delaware  
Corporation; and DOES 1 through 50,  
inclusive,

DEFENDANT.

Case No: 22-CIV-04669

**CLASS ACTION COMPLAINT FOR  
DAMAGES, INJUNCTIVE RELIEF,  
DECLARATORY RELIEF, PENALTIES  
AND RESTITUTION**

1. **FAILURE TO PAY WAGES FOR ALL HOURS WORKED** (Cal. Lab. Code §§ 204, 218, 1194, 1194.2);
2. **FAILURE TO PAY OVERTIME WAGES** (Cal. Lab. Code §§ 218, 510, 1194);
3. **FAILURE TO PROVIDE MANDATORY MEAL AND REST BREAKS** (Cal. Lab. Code §§ 226.7, 512);
4. **FAILURE TO PAY BUSINESS EXPENSES VIOLATION** (Cal. Lab. Code § § 2802)
5. **VIOLATION OF CAL. WARN ACT** (Cal. Labor Code §1400 et. seq.)
6. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS** (Cal. Lab. Code §§ 226, 1174);
7. **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW** (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and

**8. CIVIL PENALTIES FOR PRIVATE  
ATTORNEY GENERAL ACT (“PAGA”)  
VIOLATIONS §§ 2699 *et seq.* (“PAGA”);**

**DEMAND FOR JURY TRIAL**

1. Plaintiffs LATRIECE JONAE HARRIS and RAINYIA CHAMPAGNE HART (“Plaintiffs”), individually, and on behalf of themselves and classes of those similarly situated, file this Class Action Complaint against Defendant ONPOINT TESTING, INC., a Delaware Corporation (“Defendant Onpoint”) and DOES 1 through 50 (mutually referenced as “Defendants”), and alleges as follows:

**I. INTRODUCTION AND FACTUAL BACKGROUND**

2. Plaintiffs bring this class action pursuant to California Code of Civil Procedure § 382 against Defendants for, among other things: (a) nonpayment of wages (including minimum wages and overtime wages); (b) non-compliant meal periods; (c) non-compliant rest breaks; (d) failure to reimburse business expenses; (e) violation of Cal-WARN; and (e) failure to provide accurate wage statements.

3. For the (4) four years prior to the filing of the original Complaint (plus any tolling) to the present (the “Class Period”), Defendants have and continue to employ non-exempt hourly employees.

4. Plaintiffs is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, other professionals, employees and advisors knowledgeable about California labor and wage laws, including employment and personnel practices.

5. California Labor 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           6.       In accordance with its power under California Labor Code § 1198, the Industrial  
2 Welfare Commission (“IWC”) adopted Wage Orders (“IWC Wage Orders”) prescribing the  
3 minimum wages, maximum hours, and standard conditions of employment for employees in  
4 California.

5           7.       During the relevant time period, Defendants did not authorize and permit lawful  
6 rest and meal breaks for Plaintiffs and Class. This was based on Defendants’ policies (or lack  
7 thereof) and practices that applied to the entire Class.

8           8.       Plaintiffs and Class were regularly not provided with all compliant meal periods  
9 to which they were entitled to, including a second meal period when applicable. Defendants  
10 required Plaintiffs and Class members to regularly work and remain under Defendants’ control  
11 during meal periods. Defendants required Plaintiffs and the Class to use their personal phone  
12 regularly for work to answer texts and/or calls and clock in and out for alleged meal periods.  
13 This resulted in interrupted meal periods, ones that were not sufficiently long to comply with  
14 the law or a complete lack of a meal period This includes that Plaintiffs and Class members  
15 were required to work through all or part of their meal periods. Defendants were aware of this,  
16 but Plaintiffs and Class still had thirty (30) minutes deducted from their daily time, despite the  
17 fact that Plaintiffs and Class were working/under Defendants’ control for part of or all of their  
18 meal periods, and meal period premiums were not paid. Based on the hours Plaintiffs and Class  
19 worked, the time spent working during meal periods (for which Plaintiffs and Class were not  
20 paid) would be overtime hours, resulting in overtime wages owed and not paid, plus minimum  
21 wage claims and liquidated damages.  
22

23           9.       Furthermore, meal periods (including second meal periods) were regularly not  
24 provided or were untimely because of the pressure Defendants put on Plaintiffs and the Class  
25 members and the control exerted over them during alleged rest breaks.

26           10.      Additionally, Defendants’ non-exempt employees were not authorized or  
27 permitted to take lawful rest breaks as required by law. Defendants were aware that Plaintiffs  
28 and Class did not receive proper rest breaks but did not pay Plaintiffs and Class a compliant

1 rest break premium.

2 11. As such, Plaintiffs and Class, were not authorized or permitted lawful meal periods  
3 or rest breaks, nor were they provided with one hour's wages in lieu thereof in violation of, among  
4 others, California Labor Code §§ 512 and 226.7 and applicable IWC Wage Orders. This has also  
5 resulted in a failure to pay for all wages for hours worked during meal periods. The wages  
6 include regular time wages, overtime, and minimum wages (with the resulting liquidated  
7 damages)

8 12. Defendants' non-exempt employees were not authorized and permitted lawful meal  
9 periods and rest breaks; and were not provided with one hour's wages in lieu thereof, in one or more  
10 of the following manners:

- 11 a. Employees were regularly not authorized and permitted full and timely thirty-  
12 minute meal periods for workdays in excess of (5) five and/or ten (10) hours  
13 and were not compensated one hour's wages in lieu thereof, all in violation of,  
14 among others, California Labor Code §§ 226.7, 512, and applicable IWC Wage  
15 Orders;  
16  
17 b. Employees were regularly not authorized and permitted full and timely ten-  
18 minute rest breaks for every four (4) hours or major portion thereof and were  
19 not compensated one (1) hour's wages in lieu thereof, all in violation of, among  
20 others, California Labor Code §§ 226.7 and applicable IWC Wage Orders;  
21  
22 c. Employees were required to work through their daily meal period(s) and rest  
23 break(s) and/or remain under the control of Defendants for all or part of these;  
24  
25 d. Employees were required to work longer than four (4) hours before being allowed  
26 to take a rest period; and  
27  
28 e. Employees were severely restricted in their ability to take a meal period or a rest  
break.

13. On information and belief, Plaintiffs alleges that Plaintiffs and the Class did not  
waive meal periods during the Class Period.

1           14. During the course of Plaintiffs' and Class members' employment, Defendants  
2 also failed to compensate Plaintiffs and Class members for all hours worked (including  
3 minimum wage and overtime wages). This includes, as noted above, that Plaintiffs and Class  
4 were required to work during their meal periods or remain under the control of Defendants, but  
5 the full thirty minutes was still deducted from their pay.

6           15. Despite Plaintiffs and Class regularly working in excess of eight (8) hours per  
7 day and/or forty (40) hours per week, Plaintiffs and Class were not paid all wages, or wages at  
8 the proper rate, for this time as required by California Labor Code §§ 510 and 1194 in one or  
9 more of the following manners:

- 10           a. By failing to pay for all hours worked/under the control of Defendants;
- 11           b. By failing to pay for all hours worked at the appropriate rate;
- 12           c. By deducting time for meal periods during which employees were actually  
13           working/under Defendants' control;
- 14           d. Through failure to maintain proper records; and
- 15           e. Through other methods to be discovered.

16           16. Furthermore, Defendants failed to reimburse Plaintiffs and Class members for  
17 reasonable business expenses. This includes refusing to pay for the use of personal cell phones  
18 and electronic devices for Defendants' business. Defendants required Plaintiffs and Class to  
19 use their personal phone regularly for work to clock in and out, inclusive of meal periods.

20           17. Additionally, Defendants violated the California WARN Act ("Cal-WARN"),  
21 Cal. Labor Code § 1400 *et seq.* On May 9, 2022, Defendants terminated Plaintiffs' employment,  
22 as well as other employees throughout California locations, effective immediately. Defendants  
23 did not give advance notice of this layoff so that employees could get their lives in order.

24           18. Cal-WARN requires employers at a "covered establishment" (75 or more  
25 employees) give 60 days' notice before a mass layoff (of 50 or more employees), a relocation,  
26 or a cessation of doing business. Employers must give notice not only to employees, but also  
27 to the relevant California government agency, the Employment Development Department. *See*  
28

1 Cal. Labor Code § 1401(a). Employers are excused from providing notice of a mass layoff  
2 only if there is a “physical calamity” (such as an earthquake) or “act of war.” § 1401(b). This  
3 did not occur here.

4 19. If an employer fails to give notice of a mass layoff, relocation, or cessation of  
5 business, its employees are entitled to recover up to 60 days of wages (at their regular rate of  
6 pay), and the value of any employment benefits that the employee would have received during  
7 that time (such as payment of medical expenses under a health insurance plan, or matching  
8 contributions to a 401(k) retirement plan). *See* § 1402.

9 20. Despite their legal requirements, Defendants did not provide advance notice to  
10 employees that they would be terminated on May 9, 2022. They were not subject to any  
11 exception to this requirement.

12 21. The Employment Development Department also did not receive a WARN notice  
13 from Defendants with the required advance notice.

14 22. On information and belief, since May 9, 2022, Defendants have not  
15 compensated their terminated employees for its failure to provide the compliant notice.

16 23. Defendants also failed to list and itemize COVID-19 supplemental paid sick  
17 leave on the wage statements and also failed to pay the COVID-19 supplemental sick leave at  
18 the regular rate of pay. Defendants further failed to provide its non-exempt employees notice  
19 of their rights under California law with regard to COVID- 19 supplemental sick leave and  
20 hours relating thereto, and thus they were left in the dark as to if or how much COVID-19  
21 supplemental paid sick leave was available to them.

22 24. Furthermore, as a result of Defendants’ illegal and unlawful conduct as set forth  
23 above, Defendants have knowingly and intentionally failed to comply with the itemized wage-  
24 statement provisions and have failed to pay the damages and penalties for said violations as required  
25 by California law, including the failure to include gross and net wages earned, total hours worked  
26 and the applicable rate of pay, meal period and rest break premiums. Defendants also failed to record  
27 hours and meal periods and maintain accurate payroll in violation of California Labor Code §§ 226  
28

and 1198, as well as applicable IWC Wage Orders.

25. Furthermore, Defendants failed to timely pay for all wages owed to the Class upon termination of employment. As detailed above, they were not provided proper meal periods and/or rest breaks and were not provided with a one (1) hour penalty in lieu thereof and were not paid all wages owed.

26. As a result of the above, Defendants has also engaged in unfair, fraudulent, and deceptive business practices within the meaning of the California Business and Professions Code §§ 17200, *et seq.*, as further detailed below.

27. Plaintiffs, on behalf of herself and the non-exempt employees, brings this action pursuant to California Labor Code §§ 204, 210, 218, 226, 226.7, 248.5, 510, 512, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1400 *et. seq.* and 2802, and the applicable IWC Wage Orders seeking unpaid wages (including minimum and overtime wages), unpaid meal period and rest break premiums, reimbursement of business expenses, Cal-WARN damages, penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

28. Plaintiffs, on behalf of themselves and the non-exempt employees, pursuant to Business and Professions Code §§ 17200, *et seq.*, also seeks injunctive relief, and restitution from Defendants for their failure to pay the wages and penalties as set forth above.

## II. THE PARTIES

### A. Plaintiffs

29. Plaintiff Latriece Jonae Harris ("Plaintiff Harris") is a resident of Inglewood, California. Plaintiff Harris was employed by Defendant Onpoint as a medical assistant and her employment with Defendant Onpoint began February 10, 2022, before her employment was terminated on May 9, 2022. Plaintiff will serve as an adequate, typical and active participant and Class representative for the proposed Class and/or Subclasses as defined herein.

30. Plaintiff Rainyia Champagne Hart ("Plaintiff Hart") is a resident of Adelanto, California. Plaintiff Hart was employed by Defendant Onpoint as a medical assistant and her employment with Defendant Onpoint began February 16, 2022, before her employment was

1 terminated on May 9, 2022. Plaintiffs will serve as an adequate, typical and active participant and  
2 Class representative for the proposed Class and/or Subclasses as defined herein.

3 31. As detailed above, Plaintiffs were not paid for all hours worked, were not provided  
4 all compliant meal periods and were not authorized and permitted all and rest breaks during the  
5 Class Period. Plaintiffs were also not reimbursed for business expenses including for use of their  
6 personal cell phones and other electronic devices. They were also laid off without proper notice.

7 32. Plaintiffs reserves the right to seek leave to amend this Complaint to add new  
8 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*  
9 *American Savings and Loan Association*, 5 California 3d 864, 872 (1971) and other applicable  
10 law.

11 **B. DEFENDANT**

12 33. Defendant Onpoint is a manufacturer that delivers and administers COVID-19  
13 antigen testing.

14 34. Defendant Onpoint employed Plaintiffs and other non-exempt employees in  
15 California. The illegal and unlawful policies and practices described herein were performed by  
16 Defendant Onpoint in California.

17 35. Defendant Onpoint was and is, upon information and belief, a California  
18 Corporation with the capacity to sue and to be sued, and was and is doing business, in the State  
19 of California, with a principal place of business in the County of San Mateo.

20 36. The true names and capacities, whether individual, corporate, associate or  
21 otherwise, of defendants DOES 1 through 50 are unknown to Plaintiffs, who therefore sues DOES  
22 1 through 50 by these fictitious names pursuant to California Code of Civil Procedure § 474.  
23 Plaintiffs further alleges that each of these fictitious defendants is in some manner responsible for  
24 the acts and occurrences herein set forth. Plaintiffs will amend this Complaint to show these  
25 defendants' true names and capacities when ascertained, as well as the manner in which each  
26 fictitious defendant is responsible.  
27  
28

1           37. At all times mentioned herein, the defendants named as DOES 1-50, inclusive,  
2 and each of them, were residents of, doing business in, availed themselves of the jurisdiction  
3 of, and/or injured Plaintiffs, Class, and Aggrieved Employees in the State of California.

4           38. At all times mentioned herein, each defendant was the agent, servant, or  
5 employee of the other Defendants in acting and omitting to act as alleged herein did so within  
6 the course and scope of that agency or employment.

7                                   **III. JURISDICTION AND VENUE**

8           39. The unlawful acts alleged herein arise under the laws of the State of California  
9 and have a direct effect on Plaintiffs and other employees who work and/or performed work  
10 within the State of California.

11           40. California Business and Professions Code § 17204 provides that any person  
12 acting on their or their own behalf may bring an action in a court of competent jurisdiction.

13           41. The Superior Court of California, County of San Mateo, has personal  
14 jurisdiction over Defendants because: (1) they operate within this County; (2) are qualified  
15 with the California Secretary of State to do business and are doing business in California, and  
16 in this County; and (3) because many of the acts complained of occurred and arose in  
17 California, and specifically, the County of San Mateo. Additionally, Defendant Onpoint is  
18 either a citizen of California, has sufficient minimum contacts in California, or otherwise  
19 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it  
20 by the California courts consistent with traditional notions of fair play and substantial justice.

21           42. Venue as is proper in this judicial district, pursuant to California Code of Civil  
22 Procedure § 395, as one or more of the named Defendants resides, transacts business, or has  
23 offices in this county and the acts and omissions alleged herein took place in this county.

24           43. California Labor Code §§ 2699 *et seq.*, the PAGA authorizes Aggrieved Employees  
25 to sue directly for various civil penalties under the California Labor Code.

26           44. Plaintiffs timely provided notice to the California Labor Workforce Development  
27 Agency (“LWDA”) and to Defendant Onpoint, pursuant to California Labor Code § 2699.3(a).  
28

Therefore, Plaintiffs may proceed with this action for penalties pursuant to California Labor Code § 2699 *et seq.* (with Plaintiff Hart proceeding when her 65 days after providing notice ends, at which time she will be added as a PAGA representative)

#### IV. CLASS ACTION ALLEGATIONS

45. Plaintiffs are non-exempt employees who were employed by Defendant Onpoint during the Class Period.

46. Plaintiffs brings this action individually, as well as on behalf of each and all other persons similarly situated, in a concerted effort to improve wages and working conditions for other non-exempt and/or hourly employees, and thus seeks class certification under California Code of Civil Procedure § 382.

47. The proposed Class consists of and is defined as:

All individuals (a) who are currently or formerly employed by Defendant Onpoint and performed work in California as non-exempt hourly employees or similar job position, job title, job code, job classification, or job description, and (b) who were subject to Defendants' illegal policies and practices as alleged herein during the Class Period.

48. The proposed Subclasses consist of and are defined as:

UNPAID WAGE SUB-CLASS: All members of the Class who Defendants failed to pay an hourly wage for each hour worked (or other required compensation) during the Class Period.

OVERTIME SUB-CLASS: All members of the Class who were not paid overtime compensation (or not paid at the applicable overtime rate) for all hours worked in excess of eight hours per day and/or 40 hours per week.

MEAL PERIOD SUB-CLASS: All members of the Class who were not authorized and permitted to take a thirty (30) minute, uninterrupted meal period for every five (5) hours worked per day, and were not compensated one hour's pay for each day on which such meal period was not authorized and permitted.

REST BREAK SUB-CLASS: All members of the Class who were not authorized and permitted to take a 10-minute, uninterrupted rest break for every four (4) hours worked per day,

1 or major fraction thereof, and were not compensated one (1)  
2 hour's pay for each day on which such rest break was not  
authorized and permitted.

3 BUSINESS EXPENSE SUB-CLASS: All members of the Class who  
4 Defendants failed to reimburse for all business expenses during the  
Class Period.

5 CAL-WARN SUBCLASS: All members of the Class who were  
6 terminated from employment at Defendants, without being provided  
7 compliant 60 days' written notice of a mass layoff, relocation, or  
termination of business.

8 WAGE STATEMENT SUB-CLASS: All members of the Class that  
9 Defendants did not provide accurate itemized wage statements showing  
10 all hours actually worked, all wages earned, meal period and rest break  
premiums and the applicable rates of pay during the Class Period.

11 UCL SUB-CLASS: All members of the Class who, during the Class  
12 Period, are owed restitution of unpaid wages resulting from Defendants'  
13 systematic violations of California's Labor Code and the Wage Orders.

14 49. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or  
15 necessary to amend the definition of the Subclasses and reserves the right to do so. In any event,  
16 Plaintiffs will formally define and designate a class definition at such time when Plaintiffs  
17 seeks to certify the Class or Subclasses defined herein.

18 50. At all material times, Plaintiffs are each a member of the Class.

19 51. There is a well-defined community of interest in the litigation and the Class is  
20 readily ascertainable:

- 21 a. Numerosity: The members of the Class (and each Subclass, if any) are so numerous  
22 that joinder of all members would be unfeasible and impractical. The membership  
23 of the entire Class is unknown to Plaintiffs at this time; however, the Class is  
24 estimated to be greater than one hundred (100) individuals and the identity of such  
25 membership is readily ascertainable by inspection of Defendants' employment  
26 records.  
27  
28

- 1 b. Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the  
2 interests of each Class member with whom there is a shared, well-defined  
3 community of interest. Plaintiffs' claims (or defenses, if any) are typical of all Class  
4 members as demonstrated herein.
- 5 c. Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the  
6 interests of each Class member with whom there is a shared, well-defined  
7 community of interest and typicality of claims, as demonstrated herein. Plaintiffs  
8 acknowledge that Plaintiffs have an obligation to make known to the Court any  
9 relationship, conflicts, or differences with any Class member. Plaintiffs' attorneys,  
10 the proposed Class counsels, are well versed in the rules governing class action  
11 discovery, certification, and settlement.
- 12 d. Superiority: The nature of this action makes the use of class action adjudication  
13 superior to other methods. A class action will achieve economies of time, effort, and  
14 expense as compared with separate lawsuits, and will avoid inconsistent outcomes  
15 because the same issues can be adjudicated in the same manner and at the same time  
16 for the entire Class.
- 17 e. Public Policy Considerations: Employers in the State of California violate  
18 employment and labor laws every day. Current employees are often afraid to assert  
19 their rights out of fear of direct or indirect retaliation. Former employees are fearful  
20 of bringing actions because they believe their former employers might damage their  
21 future endeavors through negative references and/or other means. Class actions  
22 provide the Class who are not named in the complaint with a type of anonymity that  
23 allows for the vindication of their rights at the same time as their privacy is  
24 protected.
- 25 f. Manageability of Class and Common Proof: The nature of this action and the  
26 nature of laws available to Plaintiffs make use of the class action format and  
27 procedure a particularly efficient and appropriate procedure to afford relief to  
28

1 Plaintiffs and Class for the wrongs alleged herein. Specifically, liability will  
2 turn on Defendants' own uniform, systematic practices of failing to properly  
3 pay their employees, failing to provide lawful meal periods and authorize and  
4 permit lawful rest breaks, failing to provide complaint Cal-WARN notice, and  
5 failing to reimburse business expenses in violation of California law during the  
6 Class Period. Therefore, the wage violations are predominant questions of fact  
7 that are easily capable of being determined through manageable devices of  
8 common proof, such as statistical random sampling, survey evidence based on  
9 scientific principles, representative testimony, documentary evidence and  
10 common practices/procedures of Defendants in treating each of the members of  
11 the Class as a homogeneous group. Once the predominant issues of wage  
12 compliance are determined, then each of the derivative Subclass claims and  
13 damages suffered by each member of the Class will be capable of being shown  
14 by several means of common proof and limited by individual showings of  
15 entitlement to recovery that can be professionally administered and tailored to  
16 the facts and circumstances of the case.  
17

18 52. There are common questions of law and fact as to the Class (and each Subclass, if  
19 any) that predominate over questions affecting only individual members, including but not limited  
20 to:

- 21 a. Whether Defendants' failure to pay wages, without abatement or reduction, in  
22 accordance with the California Labor Code, was willful;
- 23 b. Whether Defendants deprived Plaintiffs and Class of lawful meal periods or one  
24 hour of pay in lieu thereof or required Plaintiffs and Class members to work during  
25 meal periods without compensation;
- 26 c. Whether Defendants deprived Plaintiffs and Class members of lawful rest breaks or  
27 one hour of pay in lieu thereof;
- 28 d. Whether Defendants' conduct was willful or reckless;

- e. Whether Defendants violated California Labor Code § 2802 by failing to reimburse Plaintiffs and Class members for business expenses;
- f. Whether Defendants violated California Labor Code § 1400 *et seq.* by failing to provide compliant written notice of a mass layoff, relocation, or termination of business and the resulting measure of damages/penalties owed.
- g. Whether Defendants violated California Labor Code § 226 by failing to timely furnish Plaintiffs and Class with accurate wage statements;
- h. Whether Defendants violated California Labor Code §§ 204 and 210 by failing to pay employees all earned wages due;
- i. Whether Defendants engaged in unfair business practices in violation of California Business and Professions Code § 17200, *et seq.*;
- j. Whether the Class is entitled to compensatory damages, and if so, the means of measuring such damages;
- k. Whether the members of the Class are entitled to injunctive relief;
- l. Whether the members of the Class are entitled to restitution; and
- m. Whether Defendants are liable for attorneys' fees and costs to the extent permitted by California law.

53. Class certification is appropriate under California Code of Civil Procedure § 382 because questions of law and fact common to the Class and Subclasses predominate over any questions affecting only individual members of the Class and Subclasses of this litigation. Defendants' policies and practices unlawfully treated members of the Class and Subclasses in a uniform fashion. The damages suffered by individual members of the Class and Subclasses are small compared to the expense and burden of individual prosecution of this litigation. In addition, class certification is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

54. Class certification is also appropriate pursuant to California Code of Civil Procedure § 382 because Defendants have acted or refused to act on grounds generally applicable to the Class,

1 making appropriate declaratory relief with respect to and the Class and Subclasses as a whole.

2 55. Plaintiffs intends to send notice to all members of the Class and Subclasses to the  
3 extent required by law and each will be given an opportunity to opt out of the proceedings.

4 56. Pursuant to the PAGA, Plaintiffs have also given notice to the LWDA of the  
5 California Labor Code violations alleged in this Complaint. The Complaint seeks all  
6 recoverable penalties for California Labor Code violations as permitted and proscribed by the  
7 PAGA. This cause of action includes allegations and remedies available under California Labor  
8 Code §§ 2699, 2699.5, and 2933.3, among others. *See* California Labor Code § 2933.3(a)(2)(C)  
9 (“Notwithstanding any other provisions of law, a plaintiff may as a matter of right amend an  
10 existing complaint to add a cause of action arising under this part within 65 days of the time  
11 periods specified in this part.”)

12 57. Defendants have willfully refused to pay Plaintiffs and the Class the required  
13 compensation for all hours worked (including minimum wage, overtime), meal period and rest  
14 break premiums, amounts under Cal-WARN, failed to reimburse for business expenses, and  
15 failed to keep compliant records as required by law.

16 58. Defendants’ company-wide policies and practices violate California law as pled  
17 herein. Plaintiffs seeks declaratory relief, wages, premium wages for meal period and rest break  
18 violations, reimbursement of business expenses, damages under Cal-WARN, liquidated damages,  
19 and other damages and penalties as permitted by California law, interest, and attorneys’ fees and  
20 costs.  
21

## 22 V. PAGA ACTION ALLEGATIONS

23 59. Pursuant to the California Labor Code, California law and applicable Wage Order,  
24 Plaintiff Harris is entitled to various “civil penalties,” where appropriate and to the extent permitted  
25 by law and California Labor Code §§ 2699 *et seq*

26 60. Plaintiff Harris, as an aggrieved party, on September 1, 2022, has notified the  
27 LWDA of Defendants’ California Labor Code and other violations as alleged herein with intent to  
28

1 seek all civil penalties under the PAGA. The LWDA has not indicated that it will investigate, and  
2 the waiting period has expired.

3 61. Plaintiff Hart, as an aggrieved party, on October 20, 2022, has notified the LWDA  
4 of Defendants' California Labor Code and other violations as alleged herein with intent to seek all  
5 civil penalties under the PAGA. Once the waiting period expires and the LWDA has not indicated  
6 that it will investigate, she will be added as a PAGA representative.

7 62. The PAGA cause of action is brought for labor violations committed against the  
8 following group of Aggrieved Employees: all hourly employees who are currently employed  
9 or have been employed by Defendants in the state of California within the statutory period.

## 10 VI. CAUSES OF ACTION

### 11 FIRST CAUSE OF ACTION

12 (Failure to Pay Wages for All Hours Worked)

13 (California Labor Code §§ 204, 210, 218, 1194, and 1194.2)

14 (Brought by Plaintiffs on Behalf of Plaintiffs

15 and Class Against All Defendants)

16 63. Plaintiffs realleges and incorporates by this reference each of the preceding and  
17 foregoing paragraphs as if fully set forth herein.

18 64. At all times herein relevant, California Labor Code §§ 204, 218, 1194 and  
19 1194.2, and the applicable Wage Orders were in full force and effect. California Labor Code §  
20 204 requires employers to pay all wages earned by any employee due and payable twice during  
21 each calendar month.

22 65. Pursuant to California Labor Code § 218, Plaintiffs may bring a civil action for  
23 unpaid wages due directly against the employer.

24 66. At all times relevant herein, Plaintiffs' and Class' employment with Defendants  
25 was governed by applicable IWC Wage Orders for California regulations that state "every  
26 employer shall pay to each employee wages... for all hours worked." *See e.g.* 8 California Code  
27 Regulations §11010.

28 67. "Hours worked" is defined as "the time during which an employee is subject to

1 the control of an employer and includes all the time the employee is suffered or permitted to  
2 work, whether or not required to do so.” IWC Wage Orders

3 68. At all times pertinent hereto, California Labor Code § 1194 provided:  
4 “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than  
5 the legal minimum wage or the legal overtime compensation applicable to the employee is  
6 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage  
7 or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of  
8 suit.”

9 69. At all times pertinent hereto, California Labor Code § 1194.2 provides for the  
10 recovery of prejudgment interest in any action brought to recover the nonpayment of wages, at  
11 the rate specified in California Civil Code § 3289.

12 70. California Labor Codes §§ 218.5, 218.6, 1194(a) and 1194.2(a) provide that an  
13 employee who has not been paid the legal wage may recover the unpaid balance and together  
14 with attorney’s fees and costs of suit, as well as liquidated damages in an amount equal to the  
15 wages unpaid and interest thereon.

16 71. At all relevant times herein, Defendants were required to compensate Plaintiffs  
17 and the members of the Class for all hours worked pursuant to California Labor Code § 1194.

18 72. By uniformly failing to track and record all of the hours worked by Plaintiffs  
19 and Aggrieved Employees, requiring Plaintiffs and Class to work off the clock, and deducting  
20 a full thirty (30) minutes for meal periods when a shorter time had been taken (or no meal  
21 period was taken or provide at all), Defendants were able to skim wages from employees by  
22 not paying them a separate hourly wage for each and every hour worked as required by  
23 California law. Through this unlawful and illegal policy and practice, Defendants failed to pay  
24 Plaintiffs and members of the Class all wages owed to them. Defendant also failed to properly  
25 pay for all hours worked separate from time during meal periods.

26 73. By the course of conduct set forth above, Defendants failed to pay all wages and  
27 violated the minimum wage requirements as set forth in California Labor Code §§ 218 and  
28 1194.

1           74.     Plaintiffs is informed and believe and based thereon alleges that the result of the  
2 unlawful and illegal policy and practice caused damage in the nonpayment of wages to herself  
3 and the proposed Class and/or Unpaid Wage Subclass, in an amount according to proof at trial.

4           75.     Plaintiffs is informed and believes that the nonpayment of wages is fixed and  
5 ascertainable on a class-wide basis such that prejudgment interest on those wages is  
6 recoverable.

7           76.     As a direct and proximate result of Defendants' unlawful conduct, as set forth  
8 herein, Plaintiffs and members of the Class have sustained damages, including loss of earnings,  
9 in an amount to be established at trial, plus prejudgment interest pursuant to statute.

10          77.     Pursuant to California Labor Code § 1194, Plaintiffs and the proposed Class  
11 and/or Unpaid Wage Subclass are entitled to, and seek to, recover unpaid minimum wage and  
12 overtime compensation, and other unpaid wages, plus interest, penalties, attorneys' fees and  
13 costs, and liquidated damages in an amount equal to the amount unlawfully unpaid according  
14 to California Labor Code § 1194.2. The specific amounts are to be determined at trial.

15                   **SECOND CAUSE OF ACTION**

16                   **(Failure to Pay Overtime Wages)**

17                   **(California Labor Code §§ 510 and 1194)**

18                   **(Brought by Plaintiffs on Behalf of Plaintiffs**

19                   **and Class Against All Defendants)**

20          78.     Plaintiffs realleges and incorporates by this reference each of the preceding and  
21 foregoing paragraphs as if fully set forth herein.

22          79.     Plaintiffs seeks to represent the proposed Class or, in the alternative, the  
23 Overtime Subclass as a basis to enforce equal or greater protections for wages owed that are  
24 offered by California law. As the practices alleged herein are uniform, systematic and  
25 continuous and affect each proposed member of the Class in a legally identical way, Plaintiffs,  
26 at the appropriate time will move to certify the Class or Overtime Subclass to the extent  
27 permitted by California Code of Civil Procedure § 382.

28          80.     Plaintiffs and members of the Class were at all times subject to California's laws

1 and regulations protecting employees' entitlement to be paid and presumption to be paid  
2 overtime wages for requisite hours worked beyond a normal workday or a normal work week,  
3 as specified, without limitation, by California Labor Code §§ 510 and 1194 and applicable Wage  
4 Orders.

5 81. California law requires employers, such as DEFENDANT, to pay overtime  
6 compensation to all nonexempt employees for all hours worked over forty (40) hours per week  
7 or over eight (8) hours per day. California Labor Code § 204 establishes the fundamental right  
8 of all employees in the State of California to be paid wages, including straight time and  
9 overtime, in a timely fashion for their work. This precludes any waiver for unpaid due and  
10 owing wages that remain unpaid at the time of separation.

11 82. California Labor Code § 510(a) states in pertinent part: "Any work in excess of  
12 eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall  
13 be compensated at the rate of no less than one and one-half times the regular rate of pay for any  
14 employee." Further, California Labor Code § 510(a) provides that "[a]ny work in excess of 12  
15 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay  
16 for an employee."

17 83. Pursuant to California Labor Code § 1198, it is unlawful to employ persons for  
18 longer than the hours set by the IWC Wage Orders.

19 84. As set forth above, Plaintiffs and Class members were entitled to be paid  
20 overtime compensation for all overtime hours worked. Plaintiffs, and the Class, were regularly  
21 and consistently required to work overtime during the Class Period but were not paid for all  
22 overtime hours worked (including for time worked or under the control of Defendants during  
23 short or missed meal periods when the full 30 minutes for the meal break was deducted) and  
24 were not paid at the correct overtime rate of pay.

25 85. Throughout the Class Period, Plaintiffs and the Class members worked in excess  
26 of eight (8) hours in a workday and/or forty (40) hours in a workweek.

27 86. During the Class Period, Defendants did not pay Plaintiffs and Class overtime  
28 pay for all overtime hours worked.

87. As a direct and proximate result of Defendants' unlawful conduct as set forth herein, Plaintiffs and Class have sustained damages, including loss of earnings for unpaid overtime hours worked, in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to California law.

### THIRD CAUSE OF ACTION

**(Failure to Provide Compliant Meal and Rest Break)**

**(California Labor Code §§ 226.7 and 512, and Industrial Wage Orders**

**(Brought by Plaintiffs on Behalf of Plaintiffs**

**and Class Against All Defendants)**

88. Plaintiffs realleges and incorporates by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

89. California Labor Code § 226.7(b) provides that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the [IWC] ...”

90. California Labor Code § 512(a) provides that “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

91. California Labor Code § 512(a) further provides that “[a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

92. California Labor Code § 516 provides that the IWC may adopt or amend working condition orders with respect to meal periods for any workers in California consistent with the health and welfare of those workers.

1           93.     IWC Wage Orders provides that “[u]nless the employee is relieved of all duty during  
2 a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted  
3 as time worked.” “An ‘on duty’ meal period shall be permitted only when the nature of the work  
4 prevents an employee from being relieved of all duty and when by written agreement between the  
5 parties an on-the-job paid meal period is agreed to. The written agreement shall state that the  
6 employee may, in writing, revoke the agreement at any time.”

7           94.     IWC Wage Orders further provides that “[i]f an employer fails to provide an  
8 employee a meal period in accordance with the applicable provisions of this order, the employer  
9 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each  
10 workday that the meal period is not provided.”

11           95.     Class members consistently worked over five (5) hours per shift and therefore were  
12 entitled to a meal period of not less than 30 minutes prior to exceeding five (5) hours of work.

13           96.     In addition, Class members worked over ten (10) hours per shift and therefore were  
14 entitled to a second meal period of not less than 30 minutes prior to exceeding (10) hours of work.

15           97.     Throughout the Class Period, Defendants failed to consistently allow and provide  
16 the meal periods required by applicable California law, including the IWC Wage Orders. Plaintiffs  
17 and Class members regularly worked a full day and did not receive proper meal periods (as detailed  
18 above.) Instead, Plaintiffs and Class members were required and/or encouraged to shorten, work  
19 through, remain under the control of defendant during or miss their meal periods, were prevented  
20 from taking meal periods until past the 5<sup>th</sup> hour or 10<sup>th</sup> hour, or had their meal periods interrupted or  
21 limited.

22           98.     Defendants failed to provide Plaintiffs and Class members compliant meal periods  
23 as required by law or compensate them at one (1) hour of “premium wage” at the employee’s regular  
24 rate of pay for each day that a meal period was not authorized, permitted or otherwise compliant  
25 with California law.

26           99.     Class members did not waive their meal periods by mutual consent with Defendants  
27 or otherwise.  
28

1           100. Class members did not enter into any written agreement with Defendants agreeing  
2 to an on-the-job paid meal period.

3           101. Similarly, Plaintiffs and the Class members were entitled to be authorized and  
4 permitted paid, duty-free, uninterrupted ten (10) minute rest periods for every four (4) hours worked  
5 (or every major fraction thereof)

6           102. Plaintiffs and the Class regularly worked shifts in excess of four (4) hours without  
7 being permitted the opportunity to take a paid rest period of at least ten (10) consecutive minutes,  
8 uninterrupted, relieved of all job duties; worked more than six (6) hours at a time without being  
9 allowed a second paid ten (10) consecutive minute, uninterrupted, rest period, relieved of all job  
10 duties; worked shifts in excess of ten hours without being allowed a third paid ten (10) consecutive  
11 minute, uninterrupted, rest period, relieved of all job duties.

12           103. Defendants failed to authorize and permit Plaintiffs and Class members to take  
13 adequate rest periods as required by law or compensate them at one (1) hour of “premium wage” at  
14 the employee’s regular rate of pay for each day that a rest period was not authorized, permitted or  
15 otherwise compliant with California law.

16           104. Plaintiffs and Class members are therefore entitled to payment of additional wages  
17 as provided by law.

18           105. Defendants failed to comply with the required meal period and rest break laws  
19 established by California Labor Code §§ 226.7, 512, 516 and the IWC Wage Orders.

20           106. Therefore, the Class or, in the alternative, the Meal Period Subclass and the Rest  
21 Period Subclass, were effectively deprived of their legally requisite meal-and-rest periods.

22           107. Under the IWC Wage Order— which states, “[i]f an employer fails to provide an  
23 employee a meal or rest ... period in accordance with a state law ..., the employer shall pay the  
24 employee one additional hour of pay at the employee’s regular rate of compensation for each  
25 workday that the meal or rest ... period is not provided” – the members of the Meal Period and Rest  
26 Break Subclasses are entitled to damages in an amount equal to one additional hour of pay at each  
27  
28

1 employee's regular rate of compensation for each work day that the meal or rest period was not  
2 provided, in a sum to be proven at trial.

3 108. Pursuant to California Labor Code § 218.6 and California Civil Code § 3287, the  
4 members of the Meal Period Subclass and the Rest Period Subclass seek recovery of prejudgment  
5 interest on all amounts recovered herein.

6 109. Plaintiffs limits the recovery of "premium wages" to one (1) hour of pay per day for  
7 each day that a meal period was not authorized, permitted or otherwise compliant with California  
8 law, and one (1) hour of pay for each day that a rest period was not authorized, permitted or  
9 otherwise compliant with California law for each employee at their respective regular rate of pay,  
10 as set forth in the Division of Labor Standards Enforcement Policy Manual guidelines, for a  
11 maximum recovery of two premium wage payments per employee per day.

12 **FOURTH CAUSE OF ACTION**

13 **(Failure to Reimburse for Business Expenses)**

14 **(California Labor Code § 2800 *et seq.*)**

15 **(Brought by Plaintiffs on Behalf of Plaintiffs**

16 **and Class Against All Defendants)**

17 101. Plaintiffs realleges and incorporates by this reference each of the preceding and  
18 foregoing paragraphs as if fully set forth herein.

19 102. California Labor Code § 2802(a) provides that "[a]n employer shall indemnify  
20 his or her employee for all necessary expenditures or losses incurred by the employee in direct  
21 consequences of the discharge of his or her duties, or of his or her obedience to the directions  
22 of the employer, even though unlawful, unless the employee, at the time of obeying the  
23 directions, believed them to be unlawful."

24 103. As alleged above, Defendants failed and continues to fail to reimburse the Class  
25 members for all the necessary expenditures they incurred while performing their duties  
26 including, but not limited to, use of personal cell phones and electronic device for Defendants'  
27 business activities. Therefore, Plaintiffs and the Class are entitled to recover from Defendants  
28

1 the unpaid balance of these expenses, plus interest thereon.

2 104. Plaintiffs further requests an award of attorney's fees pursuant to California  
3 Labor Code §218.5 and California Code of Civil Procedure § 1021.5, and an award of  
4 prejudgment interest.

5 **FIFTH CAUSE OF ACTION**

6 **(Failure to Provide Accurate Wage Statements)**

7 **(California Labor Code §§ 226, 248.5, 1174, and 1174.5, and Industrial Wage Orders)**

8 **(Brought by Plaintiffs on Behalf of Plaintiffs**

9 **and Class Against All Defendants)**

10 105. Plaintiffs realleges and incorporates by this reference each of the preceding and  
11 foregoing paragraphs as if fully set forth herein.

12 106. Defendants knowingly and intentionally failed to provide accurate, itemized wage  
13 statements including, *inter alia*, total hours worked, gross and net wages earned (including minimum  
14 wage and overtime), and meal period and break premiums (including at the correct rate) in  
15 accordance with California Labor Code § 226(a).

16 107. California Labor Code § 226(a) states, in pertinent part, that "[e]very employer shall,  
17 semimonthly or at the time of each payment of wages, furnish each of his or his employees, either  
18 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when  
19 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)  
20 gross wages earned, (2) total hours worked by the employee ..., (5) net wages earned, (6) the  
21 inclusive dates of the period for which the employee is paid ..., and (9) all applicable hourly rates  
22 in effect during the pay period and the corresponding number of hours worked at each hourly rate  
23 by the employee ..."

24 108. California Labor Code § 226 (e)(1) states that "[a]n employee suffering injury as a  
25 result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled  
26 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which  
27 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent  
28

1 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to  
2 an award of costs and reasonable attorney's fees."

3 109. California Labor Code § 226(e)(2)(B) states "[a]n employee is deemed to suffer  
4 injury for purposes of this subdivision if the employer fails to provide accurate and complete  
5 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the  
6 employee cannot promptly and easily determine from the wage statement alone one or more of the  
7 following: (i) The amount of the gross wages or net wages paid to the employee during the pay  
8 period or any of the other information required to be provided on the itemized wage statement  
9 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a). (ii) Which deductions the  
10 employer made from gross wages to determine the net wages paid to the employee during the pay  
11 period."

12 110. California Labor Code § 226(e)(2)(C) defines "promptly and easily determine" to  
13 mean "a reasonable person would be able to readily ascertain the information without reference to  
14 other documents or information."

15 111. California Labor Code § 226(e)(3) states that the phrase "knowing and intentional  
16 failure" "does not include an isolated and unintentional payroll error due to a clerical or inadvertent  
17 mistake."

18 112. From the outset, Defendants have failed to comply with California Labor Code §  
19 226. As a matter of common policy and practice, Defendants did not include the non-exempt hourly  
20 employees' "corresponding number of hours worked at each hourly rate by the employee." In  
21 addition, the wage statements distributed to Plaintiffs and Class members did not contain all wages  
22 earned (including minimum wage, overtime and meal period and rest break premiums). Defendants  
23 also failed to list and itemize COVID-19 supplemental paid sick leave on the wage statements  
24 Defendants' knowing, and intentional omissions caused Plaintiffs and Class members to suffer  
25 "injury" by, among other things, impeding them from knowing the amount of wages to which they  
26 are and were entitled.

27 113. At all times relevant herein, Defendants failed to maintain records of hours worked  
28

1 by Plaintiffs and Class members as required under California Labor Code § 1174(d).

2 114. Plaintiffs and Class members seek (i) injunctive relief requiring Defendants to  
3 comply with California Labor Code §§ 226(a) and 1174(d), (ii) the amounts provided under  
4 California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or \$50 for  
5 the initial pay period in which a violation occurs and \$100 per employee for each violation in a  
6 subsequent pay period, and (iii) attorneys' fees and costs.

7 **SIXTH CAUSE OF ACTION**

8 **(Violation of California's Unfair Competition Law)**

9 **(California Business and Professions Code § 17200, *et seq.*)**

10 **(Brought by Plaintiffs on Behalf of Plaintiffs**

11 **and Class members Against All Defendants)**

12 115. Plaintiffs reallege and incorporate by this reference each of the foregoing paragraphs  
13 as if fully set forth herein.

14 116. Defendants' failure to pay all wages (including minimum wage and overtime wages)  
15 and failure to pay compliant premium wages for noncompliant meal periods and rest breaks, failure  
16 to reimburse for business expenses, and failure to provide proper Cal-WARN notice, constitute  
17 unlawful activity, acts and practices that are prohibited by Business and Professions Code §§ 17200,  
18 *et seq.* The actions of Defendants described above constitute unfair, fraudulent, and deceptive  
19 business practices, within the meaning of California Business and Professions Code §§ 17200, *et*  
20 *seq.* Defendants have violated multiple provisions of California law and provisions of the IWC Wage  
21 Orders, which has the same force and effect of a violation of law. This includes, without limitation,  
22 California Labor Code §§204, 210, 218, 226, 226.7, 248.5, 510, 512, 558, 558.1, 1194, 1194.2,  
23 1197, 1197.1, 1198, 1400 *et. seq.*, and 2802, which serve as statutory predicates for which  
24 restitution and disgorgement are owed by Defendants.  
25

26 117. Plaintiffs and members of the UCL Subclass are entitled to an injunction, restitution,  
27 and other equitable relief against such unlawful practices in order to prevent future damage, for  
28 which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

1        118.        As a result of these unlawful acts, Defendants have reaped and continue to reap  
2 unfair benefits and illegal profits at the expense of Plaintiffs and Class members that Plaintiffs seeks  
3 to represent. Defendants should be enjoined from this activity and make restitution for these ill-  
4 gotten gains to restore to Plaintiffs and Class members the wrongfully withheld wages, pursuant to  
5 California Business and Professions Code § 17203, and specific performance of payment of  
6 penalties ordered under California Business and Professions Code § 17202.

7        119.        Plaintiffs is informed and believes, and based thereon alleges, that Defendants are  
8 being unjustly enriched through the acts described above and that Plaintiffs and the Class have and  
9 continue to suffer irreparable prejudice by Defendants' unfair practices. Further, by engaging in  
10 such activities, Defendants are illegally operating at an advantage to other law-abiding employers  
11 in the State of California and underpaying payroll and other applicable taxes that are collected by  
12 the State and local governmental entities in California.

13        120.        The illegal conduct alleged herein is continuing, and there is no indication that  
14 Defendants will not continue such activity into the future. Plaintiffs allege that if Defendants are not  
15 enjoined from the conduct set forth in this Complaint, they will continue to fail to pay all wages,  
16 premium wages for meal-and-rest violations, to reimburse for business expenses, and fail to comply  
17 with the legal requirements addressed above, and paying appropriate taxes, insurance, and  
18 unemployment withholdings.

19        121.        Plaintiffs will request that the Court issue a preliminary and permanent injunction  
20 prohibiting Defendants from continuing to fail to fully pay all appropriate hourly and overtime  
21 wages, compliant meal periods and rest breaks, failure to reimburse business expenses, and requiring  
22 Defendants to provide accurate hourly wage statements.

23  
24                    **SEVENTH CAUSE OF ACTION**

25                    **(Violation of Cal-WARN)**

26                    **(Labor Code § 1400 et. seq.)**

27                    **(Brought by Plaintiffs on Behalf of Themselves And Members of The Cal-WARN Sub-**  
28                    **Class Against All Defendants)**

1       122.       Plaintiffs reallege and incorporate by this reference each of the preceding and  
2 foregoing paragraphs as if fully set forth herein.

3       123.       Defendants are “employers” that operate a “covered establishment” under the  
4 California WARN Act, Cal. Labor Code § 1400 *et seq.*, because they run a business enterprise  
5 that employs 75 or more employees.

6       124.       Defendants engaged in a “mass layoff” because they terminated 50 or more  
7 employees within a 30-day period.

8       125.       Defendants engaged in a “termination” because they ceased or substantially  
9 ceased commercial operations in at least certain locations.

10       126.       None of the exemptions to the notice requirements of the California WARN  
11 Act applies.

12       127.       Defendants willfully violated the California WARN Act by failing to provide  
13 the required notice.

14       128.       Plaintiffs and all similarly situated former employees have been damaged by  
15 Defendants’ conduct constituting violations of the California WARN Act and are entitled to  
16 damages for their back pay and associated benefits for each day of the violation.

17       129.       Defendants have not acted in good faith nor with reasonable grounds to believe  
18 its acts or omissions were not a violation of the California WARN Act.

19  
20                   **EIGHTH CAUSE OF ACTION**

21                   **(Violation of the PAGA)**

22                   **(California Labor Code §§ 2698, *et seq.*)**

23                   **(Brought By Plaintiff Harris on Behalf of herself and**

24                   **Aggrieved Employees Against All Defendants)**

25       130.       Plaintiff Harris realleges and incorporates by this reference each of the foregoing  
26 paragraphs as if fully set forth herein.

1        131.        California Labor Code §§ 2698, *et seq.*, known as “PAGA,” permits plaintiffs  
2 to recover civil penalties for the violation(s) of the California Labor Code sections enumerated  
3 in California Labor Code § 2699.5.

4        132.        At all times herein set forth, the PAGA was applicable to Plaintiff’s employment  
5 by Defendants.

6        133.        At all times herein set forth, the PAGA provides that any provision of law under  
7 the California Labor Code that provides for a civil penalty to be assessed and collected by the  
8 LWDA for violations of the California Labor Code may, as an alternative, be recovered through  
9 a civil action brought by an aggrieved employee on behalf of plaintiffs and other current or  
10 former employees pursuant to procedures outlined in California Labor Code § 2699.3.

11        134.        Pursuant to the PAGA, a civil action under the PAGA may be brought by an  
12 “aggrieved employee,” who is any person that was employed by the alleged violator and against  
13 whom one or more of the alleged violations was committed.

14        135.        Plaintiffs and other employees are Aggrieved Employees as defined by  
15 California Labor Code § 2699(c) in that they are all current or former employees of Defendants  
16 who are or were employed by Defendants, and one or more of the alleged violations were  
17 committed against them.

18        136.        Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved  
19 employee, including Plaintiff Harris, may pursue a civil action arising under the PAGA after  
20 the following requirements have been met:

- 21
- 22        a.        The aggrieved employee shall give written notice (“Employee’s Notice”) to the  
23        LWDA and to the employer of the specific provisions of the California Labor Code  
24        alleged to have been violated, including the facts and theories to support the alleged  
25        violations; and
- 26        b.        The LWDA shall provide notice (“LWDA Notice”) to the employer and the  
27        aggrieved employee by certified mail that it does not intend to investigate the alleged  
28        violation within sixty (60) calendar days of the date of the employees LWDA

1 Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided  
2 within sixty-five (65) calendar days of the date of the Employee's Notice to the  
3 LWDA, the aggrieved employee may commence a civil action pursuant to  
4 California Labor Code § 2699 to recover civil penalties in addition to any other  
5 penalties to which the employee may be entitled.

6 137. Plaintiff Harris provided written notice to the LWDA and to Defendants of the  
7 specific provisions of the California Labor Code alleged to have been violated, including the  
8 facts and theories to support the alleged violations. Plaintiff Hart has done so as well but the  
9 waiting time has not yet expired (at which time she will be added to this cause of action.)

10 138. Plaintiff Harris has satisfied the administrative prerequisites under California  
11 Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other  
12 remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3,  
13 226.7, 248.5, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1198, 2802 and IWC Wage  
14 Orders.

15 139. Defendants' conduct, as alleged herein, violates numerous sections of the  
16 California Labor Code including but not limited to the following:

- 17
- 18 a. Violation of California Labor Code § 226(a) and 226.3 for failing to provide  
19 accurate wage statements, as herein alleged;
  - 20 b. Violation of California Labor Code §§ 226.7 and 512 for failure to provide all  
21 meal periods and rest breaks as required, or pay meal period and rest break  
22 premium wages in lieu thereof, as herein alleged;
  - 23 c. Violation of California Code §§ 201, 202 and 203 for failure to timely pay all  
24 wages owed upon termination of employment, as herein alleged;
  - 25 d. Violation of California Labor Code § § 204, 210 and 558 for failing to pay all  
26 wages owed, as herein alleged;
  - 27 e. Violation of California Labor Code § 510 for failing to pay all overtime wages,  
28 as herein alleged;

- f. Violation of California Labor Code § 248.5 for failing to comply with COVID supplemental sick leave laws, as herein alleged;
- g. Violation of California Labor Code §2802 for failure to reimburse for business expenses;
- h. Violation of California Labor Code § 1174 and IWC Wage Order for failure to maintain record;
- i. Violation of IWC Wage Orders regarding failure to record meal periods;
- j. Violation of California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 for failing to pay minimum wage;
- k. Violation of California Labor Code §1198 for failure to comply with standard conditions of labor; and
- l. Violation of California Labor Code § 558.1.

140. Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff Harris and all other Aggrieved Employees are entitled to recover civil penalties against DEFENDANT, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 248.5, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1198, 2802, and IWC Wage Orders.

141. Further Plaintiffs is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code § 2699 and any other applicable statute.

## **VII. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of Plaintiffs and the Class and Subclasses she seeks to represent, prays for relief as follows:

1. For an order certifying the First through Seventh causes of action and maintaining said causes of action as a class action pursuant to California Civil Procedure Code § 382 on behalf of the Class and/or Subclasses who were either employed or who performed work here in the State of California within the Class Period and that notice of the pendency of this action be provided to Class members;

2. Designation of Plaintiffs as the Class Representative for the Class and/or Subclasses and Plaintiffs' attorneys as Class Counsel for the Class and/or Subclasses;
3. A declaratory judgment that the practices complained of herein are unlawful under appropriate state law;
4. Appropriate equitable relief to remedy Defendants' violations of California law including, but not necessarily limited to, an order enjoining Defendants from continuing their unlawful practices;
5. For an award of unpaid wages and liquidated damages in an amount equal to the amount unlawfully unpaid pursuant to Labor Code §§ 1194 and 1194.2 as well as Cal-WARN;
6. For an award of unpaid overtime wages pursuant to California Labor Code §§ 510 and 1194;
7. All appropriate California statutory penalties and civil penalties;
8. Compensation at the rate of one hour of regular pay for each instance in which a member of the Class had non-compliant meal periods;
9. Compensation at the rate of one hour of regular pay for each instance in which a member of the Class had non-compliant rest breaks;
10. Damages for failure to reimburse for business expenses;
11. Damages and penalties pursuant to California Labor Code §§ 226(a);
12. For an order that Defendants make restitution to Plaintiffs and the Class due to their unlawful business practices, including unlawfully collected compensation pursuant to California Business and Professions Code §§ 17203 and 17204;
13. Penalties, wages and attorney's fees and costs under the PAGA;
14. Pre-judgment and post-judgment interest, as provided by law;
15. Such other equitable relief as the Court may deem just and proper; and
16. Attorneys' fees and costs of suit, including expert fees and fees pursuant to, among others, California Labor Code §§ 218.5, 226, 1194, Code of Civil Procedure §

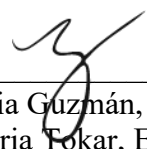
1021.5, and other applicable California laws.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial on all causes of action and claims with respect to which Plaintiffs have a state and/or federal constitutional right to a jury trial.

Dated: November 8, 2022

**ATTORNEYS FOR WORKERS' RIGHTS/  
BISNAR | CHASE LLP**

By:   
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