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Individually and on behalf of all others similarly situated

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Superior Court of California,
County of Alameda
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

Brittany Maiden, Individually and on behalf
of all others similarly situated,

Plaintiff,

v.

AbleLight, Inc. and Does 1 through 20,
inclusive,

Defendants.

Case No.: **22CV022721**

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate, Itemized Wage Statements;
6. Failure to Reimburse for Business Expenses; and
7. Violation of Business and Professions Code §§ 17200, *et seq.*

Jury Trial Demanded

1 Plaintiff Brittany Maiden, individually and on behalf of others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Brittany Maiden (“Plaintiff”) brings this putative class action against
5 Defendant AbleLight, Inc. (“Defendant AbleLight”) (formerly known as Bethesda Lutheran
6 Communities, Inc.) and Does 1 through 20, inclusive (collectively, “Defendants”), on behalf
7 of herself individually and a putative class of non-exempt employees employed by Defendants
8 throughout California.

9 2. Defendant AbleLight is a Wisconsin 501(c)(3) organization that has
10 employees in California.

11 3. Through this action, Plaintiff alleges that Defendant has engaged in a
12 systematic pattern of wage and hour violations under the California Labor Code and Industrial
13 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendant’s deliberate
14 unfair competition.

15 4. Plaintiff is informed and believes, and thereon alleges, that Defendant has
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) Failing to pay all wages for all hours worked, including minimum and
18 overtime wages;
- 19 (b) Failing to provide meal periods or compensation in lieu thereof;
- 20 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
21 thereof;
- 22 (d) Failing to provide accurate, itemized wage statements;
- 23 (e) Failing to reimburse all reasonable and necessary business expenses; and
- 24 (f) Failing to pay all wages due upon separation of employment.

25 5. Plaintiff brings this lawsuit seeking monetary relief against Defendant on
26 behalf of herself and all others similarly situated in California to recover, among other things,
27 unpaid wages and benefits, interest, attorneys’ fees, costs and expenses and penalties pursuant
28 to Cal. Labor Code §§ 210, 226.7, 510, 511, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2800,

1 and 2802.

2 **JURISDICTION AND VENUE**

3 6. This is a class action, pursuant to California Code of Civil Procedure § 382.
4 The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional
5 limits of the Superior Court and will be established according to proof at trial.

6 7. This Court has jurisdiction over this action pursuant to the California
7 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
8 causes except those given by statutes to other courts. The statutes under which this action is
9 brought do not specify any other basis for jurisdiction.

10 8. This Court has jurisdiction over all Defendants because, upon information and
11 belief, they are citizens of California, have sufficient minimum contacts in California or
12 otherwise intentionally avail themselves of the California market so as to render the exercise
13 of jurisdiction over them by the California courts consistent with traditional notions of fair
14 play and substantial justice.

15 9. Venue is proper in this Court because, upon information and belief, Defendants
16 reside, transact business or have offices in this county and the acts and omissions alleged
17 herein took place in this county. Further, Defendant failed to file and obtain a certificate of
18 qualification and designate its principal place of business in California. As a foreign
19 corporation that is not qualified to do business in California, it may be sued in any county in
20 the state. *See Easton v. Superior Court* (1970) 12 CA 3d 243.

21 **THE PARTIES**

22 10. Plaintiff is a citizen of California. Plaintiff was employed by Defendants
23 during the Class Period in California.

24 11. Plaintiff is informed and believes, and thereon alleges, that Defendants at all
25 times hereinafter mentioned, were and are employers as defined in and subject to the Labor
26 Code and IWC Wage Orders, whose employees were and are engaged throughout this county
27 and the State of California.

28 12. Plaintiff is unaware of the true names or capacities of the Defendants sued

1 herein under the fictitious names DOES 1 through 20 but will seek leave of this Court to
2 amend this Complaint and serve such fictitiously named Defendants once their names and
3 capacities become known.

4 13. Plaintiff is informed and believes, and thereon alleges, that each Defendant
5 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
6 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
7 Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all
8 respects acted as the employer and/or joint employer of Plaintiff and the Class Members.

9 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
11 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act
12 on the other's behalf. The acts of any and all Defendants were in accordance with, and
13 represent, the official policy of Defendants.

14 15. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein.
16 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions
17 of each and all the other Defendants in proximately causing the damages herein alleged.

18 16. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants are in some manner intentionally, negligently or otherwise responsible for the
20 acts, omissions, occurrences and transactions alleged herein.

21 **CLASS ACTION ALLEGATIONS**

22 17. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of
23 herself and all others similarly situated who were affected by Defendants' Labor Code,
24 Business and Professions Code §§ 17200 and IWC Wage Order violations.

25 18. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 19. Plaintiff's proposed classes consists of and is defined as follows:
28

1 California Class

2 All current or former non-exempt California employees of Defendants from
3 four years and 179 preceding the filing of this Complaint.¹

4 20. Members of the California Class described above will be collectively referred
5 to as “Class Members.” Plaintiff reserves the right to establish subclasses, or modify any
6 Class or Subclass definition, as appropriate based on investigation, discovery and specific
7 theories of liability.

8 21. This action has been brought and may properly be maintained as a class action
9 under the California Code of Civil Procedure § 382 because there are common questions of
10 law and fact as to the Class that predominate over questions affecting only individual members
11 including, but not limited to:

12 (a) Whether Defendants failed to compensate Plaintiff and Class Members to
13 work off-the-clock, resulting in a failure to pay all minimum wages and
14 overtime wages;

15 (b) Whether Defendants deprived Plaintiff and Class Members of compliant meal
16 periods or required Plaintiff and Class Members to work through meal periods
17 without compensation;

18 (c) Whether Defendants deprived Plaintiff and Class Members of compliant rest
19 breaks;

20 (d) Whether Defendants deprived Plaintiff and Class Members of accurate,
21 itemized wage statements;

22 (e) Whether Defendants required Plaintiff and Class Members to use their
23 personal cellular phones to perform work and then failed to reimburse Plaintiff
24 and Class Members for a reasonable percentage of these costs, resulting in
25 failure to reimburse Plaintiff and Class Members for all business expenses
26 necessarily incurred in their duties;

27
28 ¹ The statute of limitations for this matter were tolled for 179 days pursuant to Cal. Rules of
Court, Appendix I, Emergency Rule No. 9.

1 (f) Whether Defendants failed to pay Plaintiff and Class Members all wages due
2 upon separation of employment; and

3 (g) Whether Defendants engaged in unfair business practices in violation of
4 Business & Professions Code §§ 17200, *et seq.*

5 22. There is a well-defined community of interest in this litigation and the
6 California Class are readily ascertainable:

7 (a) Numerosity: The members of the California Class so numerous that
8 joinder of all members is impractical. Although the members of the
9 California Class are unknown to Plaintiff at this time, on information
10 and belief, the total number of individuals who make up the California
11 Class are estimated to be greater than 100 individuals. The identities
12 of the California Class are readily ascertainable by inspection of
13 Defendants' employment and payroll records.

14 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of
15 the claims (or defenses, if any) of the California Class because
16 Defendants' failure to comply with the provisions of California wage
17 and hour laws entitled each class member to similar pay, benefits and
18 other relief. The injuries sustained by Plaintiff are also typical of the
19 injuries sustained by the California Class because they arise out of and
20 are caused by Defendants' common course of conduct as alleged
21 herein.

22 (c) Adequacy: Plaintiff is qualified to and will fairly and adequately
23 represent and protect the interests of all members of the California
24 Class and because it is in her best interest to prosecute the claims
25 alleged herein to obtain full compensation and penalties due to her and
26 the California Class. Plaintiff's attorneys, as proposed class counsel,
27 are competent and experienced in litigating large employment class
28 actions and are versed in the rules governing class action discovery,

1 certification and settlement. Plaintiff has incurred and, throughout the
2 duration of this action, will continue to incur attorneys' fees and costs
3 that have been and will be necessarily expended for the prosecution of
4 this action for the substantial benefit of each class member.

5 (d) Superiority: The nature of this action makes the use of class action
6 adjudication superior to other methods. A class action will achieve
7 economies of time, effort and expense as compared with separate
8 lawsuits, and will avoid inconsistent outcomes because the same issues
9 can be adjudicated in the same manner and at the same time for each
10 Class. If appropriate this Court can, and is empowered to, fashion
11 methods to efficiently manage this case as a class action.

12 (e) Public Policy Considerations: Employers in the State of California and
13 other states violate employment, labor, and consumer protection laws
14 every day. Current employees are often afraid to assert their rights out
15 of fear of direct or indirect retaliation. Former employees are fearful
16 of bringing actions because they believe their former employers might
17 damage their future endeavors through negative references and/or other
18 means. Class actions provide the class members who are not named in
19 the complaint with a type of anonymity that allows for the vindication
20 of their rights at the same time as affording them privacy protections.

21 **GENERAL ALLEGATIONS**

22 23. At all relevant times mentioned herein, Defendants employed Plaintiff and
23 other persons as non-exempt employees.

24 24. Plaintiff was employed in a non-exempt position by Defendants.

25 25. Defendants continue to employ non-exempt employees throughout California.

26 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants were advised by skilled lawyers, employees and other professionals
28 who were knowledgeable about California's wage and hour laws, employment and personnel

1 practices and the requirements of California law.

2 27. Plaintiff is informed and believe, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and Class Members were entitled to receive wages for all
4 hours worked and that they were not receiving all wages earned for work that was required to
5 be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class
6 Members were not paid wages (including minimum wages and overtime wages) when
7 Defendants required Plaintiff and Class Members to work off-the-clock, for example, during
8 meal periods.

9 28. Plaintiff is informed, and believes, and thereon alleges, Defendants failed to
10 pay Plaintiff and Class members all overtimes and doubletime and the proper regular rate of
11 pay by failing to include all compensation.

12 29. Plaintiff is informed and believes, and thereon alleges, Defendants failed to
13 provide Plaintiff and Class Members timely, uninterrupted, off-duty meal periods of no less
14 than thirty minutes for each period of five hours worked. Plaintiff and Class Members would
15 also often be required to work through meal periods or would be otherwise interrupted during
16 their meal period. Further, on information and belief, Plaintiff and Class Members did not
17 waive their right to receive meal periods, including second meal periods on eligible shifts.
18 These policies, among others, have resulted in a denial of these employees' rights to 30-
19 minute meal periods in violation of California law.

20 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew
21 or should have known that Plaintiff and Class Members were entitled to receive all required
22 meal periods or payment of one (1) additional hour of pay at Plaintiff and Class Members'
23 regular rate of pay when they did not receive a timely meal period. In violation of the Labor
24 Code and IWC Wage Orders, Plaintiff and Class Members did not receive all timely meal
25 periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular
26 rate of pay when they did not receive a timely, uninterrupted meal periods.

27 31. Upon information and belief, Defendants failed to provide Plaintiff and Class
28 Members timely, uninterrupted, on-the-clock rest period of no less than ten minutes for every

1 four hours worked, or every major fraction thereof. Defendants also routinely failed to
2 provide Plaintiff and Class Members with a second rest period for shifts lasting longer than
3 six hours, or a third rest period for shifts lasting longer than ten hours. These policies, among
4 others, have resulted in a denial of these employees' rights to a ten-minute rest period in
5 violation of California law.

6 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew
7 or should have known that Plaintiff and Class Members were entitled to receive all rest breaks
8 or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate of
9 pay when a rest break was missed. In violation of the Labor Code and IWC Wage Orders,
10 Plaintiff and Class Members did not receive all rest breaks or payment of one (1) additional
11 hour of pay at Plaintiff and Class Members' regular rate of pay when a rest break was missed.

12 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew
13 or should have known that Plaintiff and Class Members were entitled to receive itemized wage
14 statements that accurately showed their gross and net wages earned, inclusive dates of pay
15 periods, total hours worked, the correct name of their legal employer, and all applicable hourly
16 rates in effect and the number of hours worked at each hourly rate in accordance with
17 California law. In violation of the Labor Code, Plaintiff and Class Members were not
18 provided with accurate itemized wage statements.

19 34. Plaintiff is informed and believe, and thereon alleges, that Defendants knew or
20 should have known that they had a duty to indemnify Plaintiff and Class Members for all
21 necessary expenditures or losses incurred in the discharge of their duties, including, for
22 example, Plaintiff and Class Members cellular phone expenses as it related to their
23 employment. In violation of the Labor Code, Defendants did not indemnify Plaintiff and
24 Class Members for the necessary expenses they incurred in the discharge of their duties.

25 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew
26 or should have known they had a duty to compensate Plaintiff and Class Members, and
27 Defendants had the financial ability to pay such compensation but willfully, knowingly and
28 intentionally failed to do so all in order to increase Defendants' profits.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 **(Violation of Cal. Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage**
4 **Order)**

5 36. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above
6 as though fully set forth herein.

7 37. Cal. Labor Code Sections 1194 and 1197 provide that the minimum wage for
8 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment
9 of a lesser wage than the minimum so fixed is unlawful.

10 38. During the relevant time period, Defendants paid Plaintiff and Class Members
11 less than minimum wages when Defendants required Plaintiff and Class Members to work
12 off-the-clock.

13 39. During the relevant time period, Defendants regularly failed to pay at least
14 minimum wages to Plaintiff and Class Members for all hours worked pursuant to Cal. Labor
15 Code Sections 1194 and 1197.

16 40. Defendants' failure to pay Plaintiff and Class Members the required minimum
17 wages violate Labor Code 1194 and 1197. Pursuant to these sections, Plaintiff and Class
18 Members are entitled to recover the unpaid balance of their minimum wage compensation as
19 well as interest, costs and attorneys' fees.

20 41. Pursuant to Labor Code Section 1194.2, Plaintiff and Class Members are
21 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
22 interest thereon.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME WAGES**

25 **(Violation of Cal. Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage Order)**

26 42. Cal. Labor Code Section 1198 and the applicable IWC Wage Order provide
27 that it is unlawful to employ persons without compensating them at a rate of pay either one
28 and one-half or two times the person's regular rate of pay, depending on the number of hours

1 worked by the person on a daily or weekly basis.

2 43. Pursuant to Cal. Labor Code Sections 510 and 1194, during the relevant time
3 period, Defendants were required to compensate Plaintiff and Class Members for all overtime
4 hours worked, calculated at one and one-half (1½) times the regular rate of pay for hours
5 worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first
6 eight (8) hours of the seventh consecutive work day, with double time after eight (8) hours on
7 the seventh day of any work week, or after twelve (12) hours in any work day.

8 44. Plaintiff and Class Members were non-exempt employees entitled to the
9 protections of Cal. Labor Code Section 510 and 1194.

10 45. During the relevant time period, Defendants failed to pay Plaintiff and Class
11 Members overtime and doubletime wages when Defendants required Plaintiff and Class
12 Members to work off-the-clock, for example, during meal periods. As Plaintiff and Class
13 Members worked shifts of eight hours or more, this unpaid time qualified for overtime
14 premium payment.

15 46. During the relevant time period, Defendants also failed to pay Plaintiff and
16 Class Members all overtime and doubletime wages due at the proper regular rate of pay by
17 failing to include all compensation. For example, Defendants failed to include a “Shine
18 Award – Gross Up” compensation into the regular rate of pay for the pay period of April 3,
19 2022 to April 16, 2022.

20 47. In violation of state law, Defendants have knowingly and willfully refused to
21 perform their obligations and compensate Plaintiff and Class Members for all wages earned
22 as alleged above.

23 48. Defendants’ failure to pay Plaintiff and Class Members the unpaid balance of
24 overtime compensation, as required by California law, violates the provisions of Cal. Labor
25 Code Sections 510 and 1198, and is therefore unlawful.

26 49. Pursuant to Labor Code Section 1194, Plaintiff and Class Members are entitled
27 to recover their unpaid overtime compensation as well as interest, costs and attorneys’ fees.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Violation of Cal. Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

4 50. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above
5 as though fully set forth herein.

6 51. Cal. Labor Code Section 226.7 provides that no employer shall require an
7 employee to work during any meal period mandated by the IWC Wage Orders.

8 52. Section 11 of the applicable IWC Wage Order states, “no employer shall
9 employ any person for a work period of more than five (5) hours without a meal period of not
10 less than 30 minutes, except that when a work period of not more than six (6) hours will
11 complete the day’s work the meal period may be waived by mutual consent of the employer
12 and the employee.”

13 53. Cal. Labor Code Section 512(a) provides that an employer may not require,
14 cause or permit an employee to work for a period of more than five (5) hours per day without
15 providing the employee with an uninterrupted meal period of not less than thirty (30) minutes,
16 except that if the total work period per day of the employee is not more than six (6) hours, the
17 meal period may be waived by mutual consent of both the employer and the employee.

18 54. Labor Code Section 512(a) also provides that an employer may not employ an
19 employee for a work period of more than ten (10) hours per day without providing the
20 employee with a second meal period of not less than thirty (30) minutes, except that if the
21 total hours worked is no more than twelve (12) hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period was not
23 waived.

24 55. During the relevant time period, Plaintiff and Class Members did not receive
25 compliant meal periods for each five hours worked per day.

26 56. Cal. Labor Code Section 226.7(b) and section 11 of the applicable IWC Wage
27 Order require an employer to pay an employee one additional hour of pay for each workday
28 that a meal period is not provided.

1 57. At all relevant times, Defendants often failed to pay Plaintiff and Class
2 Members meal period premiums for meal period violations, at the regular rate of pay including
3 all non-discretionary bonuses, pursuant to Labor Code Section 226.7(b) and section 11 of the
4 applicable IWC Wage Order.

5 58. As a result of Defendants' failure to pay Plaintiff and Class Members an
6 additional hour of pay for each day a meal period was not provided, Plaintiff and Class
7 Members suffered and continue to suffer a loss of wages and compensation.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PERMIT REST BREAKS**

10 **(Violation of Cal. Labor Code §§ 226.7; Violation of IWC Wage Order)**

11 59. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above
12 as though fully set forth herein.

13 60. Cal. Labor Code Section 226.7(a) provides that no employer shall require an
14 employee to work during any rest period mandated by the IWC Wage Orders.

15 61. Section 12 of the applicable IWC Wage Order states "every employer shall
16 authorize and permit all employees to take rest periods, which insofar as practicable shall be
17 in the middle of each work period" and the "authorized rest period time shall be based on the
18 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
19 fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

20 62. During the relevant time period, Plaintiff and Class Members did not receive
21 a ten (10) minute rest period for every four (4) hours or major fraction thereof worked.
22 Defendants routinely failed to provide Plaintiff and Class Members with a second rest period
23 for shifts lasting eight hours or longer, or a third rest period for shifts lasting twelve hours or
24 longer.

25 63. Labor Code Section 226.7(b) and section 12 of the applicable IWC Wage
26 Order requires an employer to pay an employee one additional hour of pay at the employee's
27 regular rate of compensation for each workday that the rest period is not provided.

28 64. At all relevant times, Defendants failed to pay Plaintiff and Class Members all

1 rest period premiums at their regular rate of compensation, including all non-discretionary
2 bonuses, due for rest period violations pursuant to Labor Code Section 226.7(b) and section
3 12 of the applicable IWC Wage Order.

4 65. As a result of Defendants' failure to pay Plaintiff and Class Members an
5 additional hour of pay for each day a rest period was not provided, Plaintiff and Class
6 Members suffered and continue to suffer a loss of wages and compensation.

7 **FIFTH CAUSE OF ACTION**

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

9 **(Violation of Cal. Labor Code § 226; Violation of IWC Wage Order)**

10 66. Plaintiff hereby re-alleges and incorporates by reference all paragraphs
11 above as though fully set forth herein.

12 67. Cal. Labor Code Section 226(a) requires Defendants to provide each
13 employee with an accurate wage statement in writing showing nine pieces of information,
14 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number
15 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
16 rate basis, (4) all deductions, provided that all deductions made on written orders of the
17 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
18 dates of the period for which the employee is paid, (7) the name of the employee and the
19 last four digits of his or her social security number or an employee identification number
20 other than a social security number, (8) the name and address of the legal entity that is the
21 employer, and (9) all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee.

23 68. During the relevant time period, Defendants have knowingly and
24 intentionally failed to comply with Cal. Labor Code Section 226(a) on wage statements that
25 were provided to Plaintiff and Class Members. The deficiencies include, among other
26 things, the failure to correctly state the gross and net wages earned, accurate inclusive dates
27 of the pay period, the correct name of Plaintiff's and Class Members' legal employer, and
28 all applicable hourly rates in effect and the number of hours worked at each hourly rate by

1 Plaintiff and Class Members.

2 69. As a result of Defendants' violation of Cal. Labor Code Section 226(a),
3 Plaintiff and Class Members have suffered injury and damage to their statutorily protected
4 rights. Specifically, Plaintiff and Class Members have been injured by Defendants'
5 intentional violation of California Labor Code Section 226(a) because they were denied
6 both their legal right to receive, and their protected interest in receiving, accurate itemized
7 wage statements under California Labor Code Section 226(a). Plaintiff has had to file this
8 lawsuit in order to determine the extent of the underpayment of wages, thereby causing
9 Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these
10 efforts and incur these costs had Defendants provided the accurate wages earned. This has
11 also delayed Plaintiff's ability to demand and recover the underpayment of wages from
12 Defendants.

13 70. California Labor Code Section 226(a) requires an employer to pay the
14 greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a
15 violation occurred, and one hundred dollars (\$100.00) per employee for each violation in
16 subsequent pay periods, plus attorney's fees and costs, to each employee who was injured
17 by the employer's failure to comply with California Labor Code Section 226(a).

18 71. Defendants' violations of California Labor Code Section 226(a) prevented
19 Plaintiff and Class Members from knowing, understanding and disputing the wages paid to
20 them, and resulted in an unjustified economic enrichment to Defendants. As a result of
21 Defendants' knowing and intentional failure to comply with California Labor Code Section
22 226(a), Plaintiff and Class Members have suffered an injury, and the exact amount of
23 damages and/or penalties is all in an amount to be shown according to proof at trial.

24 72. Plaintiff and Class Members are also entitled to injunctive relief under
25 California Labor Code Section 226(h), compelling Defendants to comply with California
26 Labor Code Section 226 and seek the recovery of attorneys' fees and costs incurred in
27 obtaining this injunctive relief.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**

3 **(Violation of Cal. Labor Code §§ 2800, 2802)**

4 73. Plaintiff hereby re-allege and incorporate by reference all paragraphs above as
5 though fully set forth herein.

6 74. Cal. Labor Code Section 2800 provides, in pertinent part, “[a]n employer shall
7 in all cases indemnify his employee for losses caused by the employer’s want of ordinary
8 care.”

9 75. Cal. Labor Code Section 2802 provides, in pertinent part, “[a]n employer shall
10 indemnify his or her employee for all necessary expenditures or losses incurred by the
11 employee in direct consequence of the discharge of his or her duties...”

12 76. Further, Labor Code Section 2802 additionally provides, in pertinent part:
13 “(c)...the term ‘necessary expenditures or losses’ shall include all reasonable costs, including
14 but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by
15 this section.”

16 77. During the relevant time period, Defendants required Plaintiff and Class
17 Members to use their own cellular phones in the discharge of their duties but were not
18 reasonably compensated for these expenses.

19 78. During the relevant time period, Defendants were required to indemnify and
20 reimburse Plaintiff and Class Members for all expenditures or losses caused by the employer’s
21 want of ordinary care and/or incurred in direct consequent of the discharge of their duties but
22 failed to indemnify and reimburse Plaintiff and Class Members in violation of Labor Codes
23 Sections 2800 and 2802.

24 79. As a direct and proximate result, Plaintiff and Class Members have suffered,
25 and continue to suffer, substantial losses, related to the use and enjoyment of such monies to
26 be reimbursed, lost interest on such monies, and expenses and attorney’s fees in seeking to
27 compel Defendants to fully perform their obligations under California law, all to their damage
28 in amounts according to proof at the time of trial.

1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200,**

3 **ET SEQ.**

4 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above
5 as though fully set forth herein.

6 81. Defendants' conduct, as alleged herein, has been and continues to be unfair,
7 unlawful and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important
8 rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

9 82. Defendants' activities, as alleged herein, violates California law and constitute
10 unlawful business acts or practices in violation of California Business and Professions Code
11 Sections 17200, *et seq.*

12 83. A violation of Cal. Business and Professions Code §§ 17200, *et seq.* may be
13 predicated on the violation of any state or federal law.

14 84. Defendants' policies and practices have violated state law in at least the
15 following respects:

16 (a) Failing to pay all minimum wages to Plaintiff and Class Members in violation
17 of Labor Code §§ 1194, 1194.2, and 1197;

18 (b) Failing to pay all overtime wages to Plaintiff and Class Members in violation
19 of Labor Code §§ 510, 1194 and 1198;

20 (c) Failing to provide timely meal periods without paying Plaintiff and Class
21 Members premium wages for every day said meal periods were not provided in violation of
22 Labor Code §§ 226.7 and 512;

23 (d) Failing to authorize or permit rest breaks without paying Plaintiff and Class
24 Members premium wages for every day said rest breaks were not authorized or permitted in
25 violation of Labor Code § 226.7;

26 (e) Failing to provide accurate, itemized wage statements in violation of Labor
27 Code § 226;

28 (f) Failing to reimburse Plaintiff and Class Members for all business expenses

1 incurred in violation of Labor Code §§ 2800 and 2802.

2 85. Defendants intentionally avoided paying Plaintiff and Class Members' wages
3 and monies, thereby creating for Defendants an artificially lower cost of doing business in
4 order to undercut their competitors and establish and gain a greater foothold in the
5 marketplace.

6 86. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and
7 Class Members are entitled to restitution of the wages unlawfully withheld and retained by
8 Defendants during a period that commences four years prior to the filing of the Complaint; an
9 award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable
10 laws; and an award of costs.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on his own behalf and on behalf of all others similarly situated, pray for relief
13 and judgment against Defendants, jointly and severally, as follows:

14 1. For certification of this action as a class action, including certifying the Class
15 alleged by Plaintiff;

16 2. For appointment of Brittany Maiden as the class representative;

17 3. For appointment of Lebe Law, APLC as class counsel for all purposes;

18 4. For compensatory damages in an amount according to proof with interest
19 thereon;

20 5. For economic and/or special damages in an amount according to proof with
21 interest thereon;

22 6. For reasonable attorneys' fees, costs of suit and interest to the extent permitted
23 by law, including pursuant to California Code of Civil Procedure § 1021.5, Labor Code §
24 1194;

25 7. For statutory penalties to the extent permitted by law, including those pursuant
26 to the Labor Code and IWC Wage Orders;

27 8. For restitution as provided by Business and Professions Code §§ 17200, *et*
28 *seq.*;

1 9. For an order requiring Defendants to restore and disgorge all funds to each
2 employee acquired by means of any act or practice declared by this Court to be unlawful,
3 unfair or fraudulent and, therefore, constituting unfair competition under California Business
4 and Professions Code §§ 17200, *et seq.*;

5 10. For an award of damages in the amount of unpaid compensation including, but
6 not limited to, unpaid wages, benefits and penalties, including interest thereon;

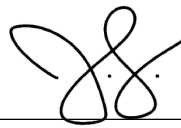
7 11. For injunctive relief;

8 12. For pre-judgment interest; and

9 13. For such other relief as the Court deems just and proper.

10
11 DATED: November 28, 2022

Lebe Law, APLC

12
13 By: 
14 Jonathan M. Lebe

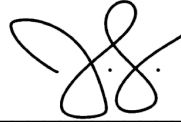
15 Attorney for Plaintiff Brittany Maiden,
16 Individually and on behalf of all others
similarly situated

17
18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

20 DATED: November 28, 2022

Lebe Law, APLC

21
22 By: 
23 Jonathan M. Lebe

24 Attorney for Plaintiff Brittany Maiden,
25 Individually and on behalf of all others
26 similarly situated
27
28