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9 *behalf of herself and all others similarly*
10 *situated*

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF SANTA CLARA

13 BOBBI RODRIQUEZ, on behalf of herself and all
14 others similarly situated,

15 Plaintiff,

16 vs.

17 INSIGHT GLOBAL, LLC, AT&T MOBILITY LLC
18 and Does 1 through 50, inclusive,

19 Defendants.

E-FILED
1/23/2023 6:45 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
23CV410217
Reviewed By: R. Walker

No. **23CV410217**
CLASS ACTION COMPLAINT
Unlimited Civil Case
The Amount Demanded Exceeds \$25,000

1 Plaintiff Bobbi Rodriquez (“Rodriquez” or “Plaintiff”), by her attorneys, brings this
2 lawsuit, a class action, against Insight Global, LLC (“Insight”) and AT&T Mobility LLC
3 (“AT&T”) (collectively “Defendants”) seeking to recover for Defendants’ violations of applicable
4 California Labor Code provisions, applicable Industrial Welfare Commission (“IWC”) Wage
5 Orders, and Unfair Business Practices Act, California Business and Professions Code §§ 17200, *et*
6 *seq.* (“UCL”). Plaintiff, on behalf of herself and all others similarly situated, complains and
7 alleges as follows:

8 **I. NATURE OF ACTION**

9 1. This is a class action complaint alleging that Defendants engaged in the following
10 illegal activities: (1) failed to pay employees all wages due, including at the time of termination, in
11 violation of California Labor Code sections 201-203; (2) failed to pay for all hours worked, and
12 overtime and double-time owed, in violation of California Labor Code sections 510 and 1194; (3)
13 failed to provide and/or make available rest and meal breaks in violation of California Labor Code
14 sections 226.7 and 512; (4) failed to provide accurate, itemized, wage statements to employees as
15 required by California Labor Code section 226; and, (5) failed to reimburse employees for the
16 costs incurred to use their personal cell phones for work, and other work-related expenses, in
17 violation of California Labor Code section 2802. Said conduct, in addition to the forgoing,
18 violated each Labor Code section as set forth in California Labor Code section 2699.5. Ms.
19 Rodriquez seeks to represent all similar aggrieved employees, who worked for the employer from
20 November 17, 2021, to the present.

21 2. Plaintiff is a former non-exempt Provisioner Engineer (hereinafter “provisioner”)
22 who worked for Defendants and seeks to represent all other similarly situated non-exempt
23 employees of Defendants including but not limited to provisioners who worked for Defendant
24 within four years of the date of the filing of this class action. Plaintiff alleges that Defendants
25 engaged in unlawful patterns and practices of failing to comply with the requirements of the
26 California Labor Code and California Business and Professions Code and applicable Industrial
27 Commission Wage Orders.

II. JURISDICTIONAL ALLEGATIONS

3. Defendants are, and at all relevant times were, corporations doing business within the State of California, including in Santa Clara County.

4. Venue is proper in the County of Santa Clara because Plaintiff, and similarly situated employees, performed work for Defendants in the County of Santa Clara and the legal obligations of Defendants to Plaintiff, and other similarly situated employees, were breached in the County of Santa Clara. Defendants are qualified to do business in California, and Defendants regularly conduct business in California, including in Santa Clara County. Further, there is no federal question at issue, as the claims alleged herein are based solely on California law.

5. This action seeks relief for unremedied violations of California law, including, inter alia, damages, restitution, penalties, interest, and attorneys' fees, as appropriate, to members of the proposed class, aggrieved employees, and to victims of the practices at issue, who have not been paid all wages due in violation of California Labor Code sections 201-204, 510, and 1194; who have not been provided accurate wage statements in violation of California Labor Code section 226; who were not provided rest and meal periods, as well as compensation for work without rest and meal periods, in violation of California Labor code sections 226.7 and 512; and, who were not reimbursed for all expenses incurred to do their jobs, in violation of California Labor Code section 2802. Plaintiff is informed and believes that the damages, restitution, penalties, interest, and attorneys' fees do not exceed an aggregate of \$4,999,999.99 and that Plaintiff's individual claims do not exceed \$74,999.99.

6. The names and capacities of defendants sued herein under California Code of Civil Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who therefore sues these defendants by such fictitious names. Plaintiff will seek to amend this Complaint and include these Doe defendants' names and capacities when they are ascertained. Each fictitiously named defendant is responsible in some manner for the conduct alleged herein and for the injuries suffered by Plaintiff.

7. At all times mentioned in the causes of action alleged herein, each and every Defendant was an agent and/or employee of each and every other Defendant. In doing the things

1 alleged in the causes of action stated herein, each and every Defendant was acting within the
2 course and scope of this agency or employment and was acting with the consent, permission and
3 authorization of each of the remaining Defendants. All actions of each Defendant as alleged in the
4 causes of action stated herein were ratified and approved by every other Defendant or their
5 officers or managing agents.

6 **III. PARTIES**

7 8. The named Plaintiff, Bobbi Rodriguez, is and was at all relevant time an adult over
8 21 years of age residing the County of Santa Clara in the State of California.

9 9. Plaintiff worked for Defendants for approximately seven months between October
10 18, 2021 and approximately May 20, 2021.

11 10. Defendants Insight Global, LLC and AT&T Mobility LLC are corporations that do
12 business throughout California.

13 11. Defendants are “employer(s)” as that term is used in the California Labor Code and
14 IWC Wage Orders.

15 **IV. CLASS ACTION ALLEGATIONS**

16 12. **Class Definition.** This action seeks relief on behalf of a class of persons in the
17 employ of Defendants in the four years preceding the filing date of this lawsuit and the present
18 comprised of persons hired by Defendant Insight to work as provisioners providing services to
19 Defendant AT&T.

20 13. **Numerosity of the Class.** The Class are sufficiently numerous, since they are
21 estimated to include approximately 50, but less than 100, or more persons geographically
22 dispersed throughout California, the joinder of whom in one action is impracticable, and the
23 disposition of whose claims in a class action will provide substantial benefits to both the parties
24 and the Court.

25 14. **Ascertainable Class.** The proposed Class is ascertainable. The litigation of the
26 questions of fact and law involved in this action will resolve the rights of all members of the Class
27 and hence, will have binding effect on all Class Members. These Class Members can be readily
28 identified from records of Defendants and other means readily available to the Defendants, and

1 thus the Plaintiff, through minimally intrusive discovery.

2 15. **Common Questions of Fact and Law Exist and Predominate over Individual**
3 **Issues.** There is a well-defined community of interest in the questions of law and fact involved
4 affecting the parties to be represented. The questions of law and fact common to the Class
5 predominate over questions that may affect individual Class Members, including but not limited to
6 the following:

- 7 a. Whether Defendant implemented and engaged in a systematic practice
8 whereby it unlawfully failed to pay overtime and double time pay to
9 employees at the proper legal rate;
- 10 b. Whether Defendant implemented and engaged in a systematic practice
11 whereby it unlawfully failed to provide rest periods to employees as
12 required by law and failed to pay employees compensation for the lack of
13 rest periods;
- 14 c. Whether Defendant implemented and engaged in a systematic practice
15 whereby it unlawfully failed to provide meal periods to employees as
16 required by law and failed to pay employees compensation for the lack of
17 meal periods;
- 18 d. Whether Defendant implemented and engaged in a systematic practice
19 whereby it unlawfully failed pay for all hours worked;
- 20 e. Whether Defendant implemented and engaged in a systematic practice
21 whereby it unlawfully failed to provide accurate wage statements to
22 employees;
- 23 f. Whether Defendant implemented and engaged in a systematic practice
24 whereby it unlawfully failed to reimburse employees for costs incurred to
25 perform their jobs; and,
- 26 g. Whether the systematic acts and practices of Defendants, as alleged herein
27 violated, inter alia, applicable provisions of the California Labor Code,
28 including but not limited to sections 201-204, 226, 226.7, 510, 512, 558,

1174, 1194, 2698, and 2802, applicable Industrial Welfare Commission
Orders, and California Business & Professions Code section 17200, et seq.

16. **Typicality.** Because Plaintiff did not receive compensation for all hours worked, was not provided rest or meal breaks, or compensation for missed rest or meal breaks, was not properly paid regular and overtime wages earned based upon hours worked or the correct overtime rate as required by law, did not receive reimbursement for all expenses incurred to do her job, and failed to receive timely and accurate wage statements, Plaintiff is asserting claims that are typical of the claims of the Class.

17. **Adequacy.** Plaintiff is an adequate and proper class representative. Plaintiff brings this action in her individual capacity, on behalf of all others similarly situated, and pursuant to California Business & Professions Code section 17204, on behalf of the general public. Plaintiff was employed by Defendants as an hourly, non-exempt employee in California, within the four years of the filing of this complaint. While employed as an hourly, non-exempt provisioner by Defendants, Plaintiff was required to work unpaid regular and overtime hours on a routine basis, for which Defendants did not pay Plaintiff. In addition to the foregoing, Defendants failed to provide Plaintiff with rest and meal periods, failed to pay compensation for the lack of rest and meal periods, and failed to provide Plaintiff with accurate statements of wages. Defendants also failed to reimburse Plaintiff for costs incurred to the job. Plaintiff will fairly and adequately represent and protect the interests of the Class in that she has no disabling conflict of interest that would be antagonistic to those of the other members of the Class. Plaintiff has retained counsel who are competent and experienced in the prosecution of class action wage and hour violations.

18. **Community of Interest.** The common questions of law and fact are predominant with respect to the liability issues, relief issues, and anticipated affirmative defenses. There is a well-defined community of interest in the questions of law and fact involved affecting the proposed Class in that the claims of all such class members relate to and arise out of a common scheme and practices utilized by Defendants. Plaintiff and the members of the Class have a well-defined community of interest in the questions of fact and law to be litigated, have all similarly

1 suffered irreparable harm and damages as a result of Defendants' unlawful and wrongful conduct,
2 including but not limited to Defendants' systematic failure to pay regular and overtime wages
3 based upon hours worked or the lawful overtime rate, systematic failure to pay for all hours
4 worked, systematic failure to provide rest and meal periods, systematic failure to reimburse for
5 expenses incurred, and systematic failure to provide accurate wage statements, makes class
6 treatment especially appropriate.

7 19. **Superiority of Class Adjudication.** The certification of a class in this action is
8 superior to the litigation of a multitude of cases by members of the putative class. Class
9 adjudication will conserve judicial resources and will avoid the possibility of inconsistent rulings.
10 Equity dictates that all persons who stand to benefit from the relief sought herein should be subject
11 to the lawsuit and hence subject to an order spreading the costs of the litigation among the Class
12 Members in relation to the benefits received. The damages and other potential recovery for each
13 individual member of the proposed Class are modest, relative to the substantial burden and
14 expense of individual prosecution of these claims. Given the amount of the individual Class
15 Members' claims, few, if any, Class Members could afford to seek legal redress individually for
16 the wrongs complained of herein. Even if Class Members themselves could afford individual
17 litigation, the court system could not. Individualized litigation presents a potential for inconsistent
18 or contradictory judgments. Individualized litigation increases the delay and expense to all parties
19 and the court system presented by the complex legal and factual issues of the case. By contrast,
20 the class action device presents far fewer management difficulties, and provides the benefits of
21 single adjudication, economy of scale, and comprehensive supervision by a single court.

22 V. **FACTUAL ALLEGATIONS**

23 20. Defendant Insight is a recruitment company in the business of outsourcing
24 employees to its customers. Defendant AT&T is in the telecommunications business. Defendants
25 operate in California.

26 21. Plaintiff, and those she seeks to represent, are current and former non-exempt,
27 hourly employees who work and/or worked from their homes as provisioners on behalf of
28 Defendants. As Defendants' employees, Plaintiff, and the Class Members she seeks to represent,

1 were expected to work from their homes as provisioners for Defendant AT&T to process access
2 service request orders.

3 22. Plaintiff, and those she seeks to represent, were paid hourly and performed this
4 work at their homes. Although Defendant Insight Global is listed as Plaintiff's employer on her
5 wage statements and processes her payroll, Plaintiff, and those she seeks to represent, reported
6 directly to AT&T personnel, who controlled all aspects of their employment. Plaintiff, and those
7 she seeks to represent, reported directly to AT&T managers who assigned the service activity
8 request orders to the provisioners.

9 23. The workload was staggering, requiring the provisioners to routinely work 10-12
10 hour days. Plaintiff was told that they could not get paid for overtime and, as such, not to report
11 any overtime on her timesheets. As a result, Plaintiff, and those she seeks to represent, worked a
12 significant number of hours for which they did not receive any pay. In addition, given the
13 workload, Plaintiff, and those she seeks to represent, routinely did not receive rest or meal breaks.
14 No discussion of breaks ever occurred, and no attempts were ever made to provide either rest or
15 meal breaks. Rather, Plaintiff, and those she seeks to represent, ate while working. In addition,
16 neither Insight, nor AT&T Mobility, ever paid an additional hour of compensation for missed rest
17 or meal breaks.

18 24. Neither Insight nor AT&T ever reimbursed Plaintiff, and those she seeks to
19 represent, for the costs incurred to use their personal cell phones for work-related activities, or
20 other home office expenses required to perform their work, including but not limited to the
21 purchase of reams of paper, computer ink, internet access, etc. Plaintiff, and those she seeks to
22 represent, were required to use their personal cell phones to process orders, follow up on
23 instructions, and to track orders, among other business-related purposes.

24 25. When Plaintiff complained about these failures she was immediately terminated
25 on or about May 20, 2022. Although Plaintiff was told that she was terminated because the
26 contract ended, that is not true, as many new employees who were hired immediately prior to
27 Plaintiff's termination, and others who started the job with Plaintiff, were not terminated. Also,
28

1 to Plaintiff's knowledge, the project did not end, but expanded. Plaintiff was also not provided
2 her final pay at the time of her termination.

3 **FIRST CAUSE OF ACTION**

4 **(Failure to Pay All Wages Due: Cal. Lab. Code §§ 201-204, 510, and 1194)**

5 26. Plaintiff realleges and incorporates by reference the allegations contained in the
6 foregoing paragraphs as if fully set forth herein.

7 27. During all relevant periods, Defendants did not pay Plaintiff and Class Members
8 for all hours worked. Defendants routinely required Plaintiff and proposed Class Members to
9 work in excess of 8 hours per day and 40 hours per week.

10 28. California Labor Code sections 201 and 202 provide when payments for wages
11 must be made upon termination, and section 203 provides penalties for the failure to make such
12 timely payments at termination.

13 29. During all relevant periods, both the California Labor Code and the pertinent
14 Industrial Welfare Commission Wage Orders required that employers pay employees for all hours
15 worked and that all work performed by an employee in excess of 8 hours per day and 40 hours per
16 week be compensated at no less than one and one-half times the employee's regular rate of pay.
17 Defendants failed to pay for all hours worked, failed to pay overtime wages for overtime hours
18 worked, and failed to include all compensation when calculating the rate of the regular rate of pay
19 for overtime wages, and therefore failed to compensate Plaintiff and Class Members for overtime
20 hours they worked. As a result, Defendants failed to pay Plaintiff and Class Members earned
21 overtime wages, failed to properly calculate overtime and double time compensation, and failed to
22 pay all wages due as required by California Labor Code sections 201-204, 510, and 1194. Given
23 Defendants' failures, it did not pay Plaintiff and Class Members whose employment terminated
24 during the class period, all wages owed at the time of termination. Defendants also failed to
25 provide Plaintiff and Class Members accurate wage statements as required by California Labor
26 Code §§ 226 and 1174. Plaintiff and Class Members are entitled to recover their unpaid regular
27 and overtime compensation and penalties arising therefrom.

28 30. Plaintiff and proposed Class Members are therefore entitled to the relief requested

below.

SECOND CAUSE OF ACTION

(Failure to Authorize, Permit, and/or Make Available Rest Periods Cal. Lab. Code § 226.7)

31. Plaintiff realleges and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

32. California Labor Code § 226.7 and the applicable IWC Wage Orders require Defendants to authorize, permit and/or make available timely and compliant rest periods to its employees. Per IWC Wage Orders, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.”

33. Labor Code § 226.7 (b) and applicable Wage Orders, an employer who fails to authorize and permit a required rest period must, as compensation, pay the employee one hour of pay at the employee’s regular rate of compensation for each workday that the rest period was not authorized or permitted.

34. Despite these requirements, Defendants knowingly and willfully refused to perform its obligations to authorize and permit Plaintiff and Class Members to take timely and compliant off-duty rest breaks to which they are entitled. Given the overwhelming workload and work requirements imposed by Defendants, Plaintiff and Class Members routinely work 10-12 hour days and are routinely denied their required rest periods.

35. Defendants failed to pay Plaintiff and Class Members one hour of pay for each untimely and non-compliant rest period that they are denied in violation of Labor Code § 226.7 and applicable Wage Orders.

36. Plaintiff and Class Members are entitled to compensation pursuant to Labor Code § 226.7(b), plus interest pursuant to California Labor Code section 218.6, attorney’s fees, expenses and costs of suit as set forth below.

1 37. Plaintiff and Class Members are therefore entitled to the relief requested below.

2 **THIRD CAUSE OF ACTION**

3 **(Failure to Provide Meal Periods: Cal. Lab. Code §§ 226.7 and 512)**

4 38. Plaintiff realleges and incorporates by reference the allegations contained in the
5 foregoing paragraphs as if fully set forth herein.

6 39. Pursuant to California Labor Code section 226.7(b), an “employer shall not require
7 an employee to work during a meal or rest or recovery period...” Section 226.7(c) provides that
8 “[i]f an employer fails to provide an employee a meal or rest or recovery period...the employer
9 shall pay the employee one additional hour of pay at the employee’s regular rate of compensation
10 for each workday that the meal or rest or recovery period is not provided.”

11 40. Pursuant to California Labor Code section 512(a), an “employer may not employ
12 an employee for a work period of more than five hours per day without providing the employee
13 with a meal period of not less than 30 minutes, except that if the total work period per day of the
14 employee is no more than six hours...”

15 41. Despite these requirements, Defendants knowingly and willfully refused to perform
16 its obligations to authorize and permit Plaintiff and Class Members to take timely and compliant
17 off-duty meal breaks to which they are entitled. Given the overwhelming workload and work
18 requirements imposed by Defendants, Plaintiff and Class Members routinely work 10-12 hour
19 days without required meal breaks, are routinely denied their required meal periods, and are forced
20 to eat their meals while working, if at all. Furthermore, Defendants failed to provide Plaintiff, and
21 Class Members, with an additional hour of compensation for missed meal breaks.

22 42. As a result of these failures, Plaintiff, and Class Members, are entitled to recover
23 the additional hour of compensation for meal breaks as set forth in California Labor Code sections
24 226.7(c) and pre-judgment interest on all amounts recovered for unpaid meal periods as set forth
25 in California Labor Code section 218.6.

26 43. Plaintiff, and proposed Class Members, are therefore entitled to the relief requested
27 below.

1 **FOURTH CAUSE OF ACTION**

2 **(Failure to Reimburse for Necessary Business Expenditures: Cal. Lab. Code § 2802)**

3 44. Plaintiff realleges and incorporates by reference the allegations contained in the
4 foregoing paragraphs as if fully set forth herein.

5 45. California Labor Code § 2802 provides that an employer “shall indemnify his or
6 her employee for all necessary expenditures or losses incurred by the employee in direct
7 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
8 employer.”

9 46. Because Defendants required Plaintiff and Class Members to work from their
10 homes, Plaintiff and Class Members were required to use their personal cell phones to process
11 orders, follow up on instructions, and to track orders, among other business-related purposes.
12 Defendants did not reimburse Plaintiff or Class Members for any their personal cell phone use for
13 work-related activities, or other home office expenses required to perform their work, including
14 but not limited to the purchase of reams of paper, computer ink, internet access, etc.

15 47. Plaintiff and Class Members have suffered damages as a direct consequence of
16 Defendants’ failure to comply with Labor Code § 2802 and seek reimbursement for the necessary
17 expenditures they incurred in direct consequence of the discharge of their duties in an amount
18 according to proof at time of trial with interest thereon, costs, applicable civil penalties and
19 attorney’s fees as set forth below.

20 48. Plaintiff and Class Members are therefore entitled to the relief requested below.

21 **FIFTH CAUSE OF ACTION**

22 **(Failure to Provide Accurate Wage Statements: Cal. Lab. Code § 226)**

23 49. Plaintiff realleges and incorporates by reference the allegations contained in the
24 foregoing paragraphs as if fully set forth herein.

25 50. Labor Code § 226(a) provides that employers shall provide accurate itemized
26 statements showing, among other things, “gross wages earned,” “total hours worked by the
27 employee,” “net wages earned,” “the rate if the employee is paid on a piece-rate basis,” “all
28 applicable hourly rates in effect during the pay period and the corresponding hours worked at each

hourly rate by the employee,” and “the name and address of the legal entity that is the employer.”

51. Defendants failed to provide timely, accurate, itemized wage statements to Plaintiff and Class Members in accordance with Labor Code § 226(a). In particular, the wage statements Defendants provide Plaintiff and the Class Members, do not accurately reflect the actual hours worked, actual gross wages earned, or actual net wages earned. This is because, in part, Defendants do not include all “hours worked”, particularly the time spent by Plaintiff and Class Members working overtime.

52. Defendants’ failure to comply with Labor Code § 226(a) was and continues to be knowing and intentional. Defendants were aware that Plaintiff and Class Members performed work for which they receive no compensation, specifically working 10-12 hour days while being refused payment for overtime and requiring Plaintiff and Class Members to only record 8 hours of work per day on their timesheets. Yet, Defendants systematically failed to include this time worked in the wage statements, indeed, instructing Plaintiff and Class Members that they were not allowed to include any overtime on their timesheets.

53. Defendant is liable to Plaintiff and the Class Members alleged herein for the wages not paid as well as the damages and civil penalties set forth in Labor Code section 226(e) and 226.3, with interest thereon. Furthermore, Plaintiffs and the Class Members are entitled to an award of attorneys’ fees and costs as set forth below. Plaintiff, and the Class Members are also entitled to the penalties for violating Labor Code section 246.

54. Plaintiff and Class Members are therefore entitled to the relief requested below.

SIXTH CAUSE OF ACTION

(Unlawful, Unfair and Fraudulent Business Practices Pursuant To Business & Professions Code Section 17200, et seq.)

55. Plaintiff realleges and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

56. California Business & Professions Code section 17200, et seq. prohibits acts of unfair competition, which shall mean and include any “unlawful, unfair, or fraudulent business act or practice.”

1 57. The policies, acts and practices heretofore described were and are unlawful
2 business acts or practices because Defendants' failure to provide rest and meal periods, failure to
3 pay compensation for work without rest and meal periods, failure to pay overtime and double time
4 wages at the lawful rate, failure to pay wages for all regular and overtime hours worked, failure to
5 provide accurate and timely wage statements, and failure to reimburse employees for costs
6 associated with performing their jobs, violate applicable Labor Code sections, including but not
7 limited to California Labor Code sections 201-204, 226, 226.7, 510, 510, 1174, 1194, 2802,
8 2810.5, applicable Industrial Welfare Commission Wage Orders, the Labor Code Private Attorney
9 General Act of 2004 ("PAGA"), California Labor Code section 2698, et seq., and other provisions
10 of California common and/or statutory law. Plaintiff reserves the right to allege additional
11 statutory and common law violations by Defendants. Such conduct is ongoing to this date.

12 58. The policies, acts or practices described herein were and are an unfair business act
13 or practice because any justifications for Defendants' illegal and wrongful conduct were and are
14 vastly outweighed by the harm such conduct caused Plaintiff, the Class Members, and the
15 members of the general public. Such conduct is ongoing to this date.

16 59. As a result of their unlawful and/or unfair and/or fraudulent acts, Defendants
17 reaped unfair benefits and illegal profits at the expense of Plaintiff and Class Members.
18 Defendants should be made to disgorge ill-gotten gains and provide restitution to Plaintiff and
19 Class Members for the wrongfully withheld wages pursuant to Business and Professions Code
20 section 17203.

21 60. Accordingly, Plaintiff and Class Members, request that the Court award judgment
22 and relief in their favor, to provide restitution, and other types of equitable relief.

23 61. Plaintiff and Class Members are therefore entitled to the relief requested below.

24 **NINTH CAUSE OF ACTION**

25 **(Labor Code Private Attorneys General Act of 2004: Labor Code Sec. 2698)**

26 62. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing
27 paragraphs as if fully set forth herein.

28 63. The policies, acts and practices heretofore described were and are unlawful because

1 Defendants' failure to pay all wages due in violation of California Labor Code sections 201-204,
2 510, and 1194; failure to provide accurate wage statements in violation of California Labor Code
3 section 226; failure to provide rest and meal periods, as well as compensation for work without
4 rest and meal periods, in violation of California Labor Code sections 226.7 and 512, and failure to
5 reimburse employees for all expenses incurred to do their jobs, in violation of California Labor
6 Code section 2802 violates applicable Labor Code sections and gives rise to statutory and civil
7 penalties as a result of such conduct, including but not limited to penalties as provided by Labor
8 Code sections 210, 226(3), 226.3, 558, 2699(f), and 2699.5, and applicable Industrial Welfare
9 Commission Wage Orders. Plaintiff, as an aggrieved employee, hereby seeks recovery of civil
10 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 on behalf of
11 herself and other current and former employees of Defendants against whom one or more of the
12 violations of the Labor Code was committed.

13 64. On November 17, 2022, Plaintiff gave written notice to the California Labor and
14 Workforce Development Agency by online submission through their website and by certified mail
15 to Defendants of Labor Code violations as prescribed by California Labor Code section 2699.3.
16 Plaintiff has not received written notification by the LWDA of an intention to investigate the
17 allegations set forth in Plaintiff's November 17, 2022, letter or written notice of cure by January
18 19, 2022, as prescribed by California Labor Code section 2699.3.

19 **PRAYER FOR RELIEF**

20 WHEREFORE Plaintiff and Class Members prays for judgment and relief as follows:

- 21 1. An order certifying that the action may be maintained as a class action;
- 22 2. Compensatory and statutory damages, penalties and restitution, as appropriate and
23 available under each cause of action;
- 24 3. Reasonable attorneys' fees pursuant to California Labor Code §§ 226, 1194(a),
25 2802, 2804, and Government Code § 12965(b);
- 26 4. Costs of this suit;
- 27 5. Pre- and post-judgment interest; and,
- 28 6. Such other and further relief as the Court deems just and proper.

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JURY DEMAND

Plaintiff hereby demands a trial by jury.

Date: January 23, 2023

WORKMAN LAW FIRM, PC

By: _____


Robin G. Workman
*Attorneys for Bobbi Rodriguez, on behalf of
herself and all others similarly situated*