

JULIAN HAMMOND (SBN 268489)
jhammond@hammondlawpc.com
POLINA BRANDLER (SBN 269086)
pbrandler@hammondlawpc.com
ARI CHERNIAK (SBN 290071)
acherniak@hammondlawpc.com
ADRIAN BARNES (SBN 253131)
abarnes@hammondlawpc.com
HAMMONDLAW, P.C.
1201 Pacific Ave., Suite 600
Tacoma WA 98402
(310) 601-6766
(310) 295-2385 (Fax)
*Attorneys for Plaintiffs, Proposed Class and
Collective Members, and Aggrieved Employees*

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

**CHRISTOPHER FOX, THOMAS SIMS, and
KYREE WASHINGTON**, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

VERKADA, INC., a Delaware Corporation,
Defendant.

CASE NO. 23-CIV-00193

**SECOND AMENDED CLASS AND FLSA
COLLECTIVE ACTION COMPLAINT FOR:**

- (1) Failure to Provide Meal Periods and Pay Premium Pay in Lieu Thereof (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 11);
- (2) Failure to Permit and Authorize Rest Breaks and Pay Premium Pay in Lieu Thereof (Cal. Labor Code § 226.7; IWC Wage Order No. 4-2001, § 12);
- (3) Failure to Pay Overtime Wages (Cal. Labor Code §§ 510, 1194; IWC Wage Order No. 4-2001, §§ 3, 4);
- (4) Failure to Issue Accurate Itemized Wage Statements (Cal. Labor Code § 226(a), (e));
- (5) Failure to Pay Compensation Due Upon Discharge from Employment (Cal. Labor Code §§ 201-203);
- (6) Failure to Reimburse Business Expenses (Cal. Labor Code § 2802);
- (7) Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*);
- (8) Fair Labor Standards Act (29 U.S.C. §§ 207, 215); and
- (9) Private Attorneys' General Act (Cal. Labor Code §§ 2698 *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiffs Christopher Fox, Thomas Sims, and Kyree Washington (“Plaintiffs”), on behalf of
2 themselves and all others similarly situated, complain and allege the following:

3 **INTRODUCTION**

4 1. This is a class action under California Code of Civil Procedure § 382 and an FLSA
5 collective action under 29 U.S.C. § 216(b). Plaintiffs seek damages, liquidate damages, statutory
6 penalties, interest, and reasonable attorneys’ fees and costs under California Labor Code (“Labor Code”)
7 §§ 512, 226.7, 510, 1194, 226(a), 201-203, 2802, IWC Wage Order (“Wage Order”) No. 4-2001 §§ 3, 4,
8 11, 12, 29 U.S.C. §§ 207, 215, 255, California Code of Civil Procedure § 1021.5, and restitution under
9 California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.* on behalf
10 of themselves and similarly situated individuals (members of the Class, Subclasses and of the Collective,
as defined below).

11 2. Defendant Verkada, Inc.’s (“Defendant” or “Verkada”) violations of California’s wage and
12 hour laws and unfair competition laws, as described more fully below, have been ongoing for at least the
13 past four years and are continuing at present. Defendant’s violations of the FLSA, as described more fully
below, have been ongoing for at least the past three years and are continuing at present.

14 3. Plaintiff Washington brings this action on behalf of himself and all other similarly situated
15 individuals currently and formerly employed in California by Verkada as Sales Development
16 Representatives, Associate Account Executives, Account Executives, Senior Account Executives, or in a
17 similar capacity (“Class Members”) from four years prior to the filing of the initial Complaint in this case
18 through to the trial date (“Class Period”) for the failure to provide off-duty rest and meal periods, and pay
19 premium pay in lieu thereof. During the Class Period, Plaintiff Washington and Class Members were
20 entitled to be provided with off-duty rest and meal periods because the only potential exemption that
21 applied to them was the inside salesperson exemption pursuant to IWC Wage Order No. 4, § 3(D).
22 However, inside salespersons are not exempt from meal and rest break requirements under California law.
23 *See Id.* Defendant required and/or expected Plaintiff Washington and Class Members to routinely work
24 minimally 10 hours per day and Plaintiff Washington and Class Members often worked longer hours in
25 order to meet their job duties and expectations. As a result, they were entitled between two and three rest
26 breaks each day pursuant to Labor Code § 226.7 and IWC Wage Order No. 4, § 12, and to two meal
27 periods each day, with the first break no more than five hours into a shift, and a second meal break no
28 more than 10 hours into a shift pursuant to Labor Code §§ 512, 226.7 and IWC Wage Order No. 4, § 11.
However, Defendant did not maintain a rest and meal period policy applicable to Plaintiff Washington
and Class Members and its policies and/or practices impeded Plaintiff Washington’s and Class Members’

1 ability to take off-duty rest and meal periods. Defendant also did not pay Plaintiff Washington and Class
2 Members premium pay for missed rest and meal periods as a matter of policy and/or practice in violation
3 of Labor Code §§ 226.7, 512, and Wage Order No. 4, §§ 11, 12.

4 4. Plaintiffs Fox and Washington also bring this action on behalf of themselves and those
5 members of the Class who either did not earn commissions at all or whose compensation was earned from
6 salary and commissions but whose commissions represented half or less than half of their total
7 compensation (“Overtime Subclass Members”) and who therefore did not fall within any exemption,
8 including the inside salesperson exemption under the Wage Order. Plaintiffs Fox and Washington and
9 Class Members routinely worked more than eight hours in a day, and/or 40 hours in a workweek and were
10 therefore entitled to overtime pay. However, Defendant maintained a practice and/or policy of not
11 tracking Plaintiffs’ and Class Members’ hours worked and of not paying them overtime (or any
12 compensation) for hours worked over eight hours in a day or 40 hours in a workweek, in violation of
13 Labor Code §§ 1194, 510, and Wage Order No. 4, §§ 3, 4.

14 5. This action is also brought on behalf of Plaintiffs Fox and Washington and those Class
15 Members who were employed during the one-year period prior to the filing of the Complaint (“WS
16 Subclass Members”), for Defendant’s failure to issue accurate itemized wage statements that included
17 their total hours worked, including regular and/or overtime hours worked, applicable hourly rates
18 including overtime rates earned, and accurate net and gross wages earned, including from premium pay
19 for missed breaks. As a result of misclassifying Class Members, including WS Subclass Members, as
20 exempt, Defendant did not track their hours worked and did not include hours and hourly rate information
21 on their wage statements, including but not limited to overtime hours and rates. As a result of Defendant’s
22 failure to include the required information, Plaintiffs Fox and Washington and WS Subclass Members
23 could not easily tell from their wage statements alone their net and gross wages earned, their actual hours
24 worked (including overtime hours), and their applicable hourly rates. As a result, they are entitled to
25 statutory penalties pursuant to Labor Code § 226(e).

26 6. In addition, as a result of failing to pay premium pay for missed meal breaks, and overtime,
27 Defendant failed to pay Plaintiffs Fox and Washington and other formerly employed Class Members all
28 wages due and owing to them at the time of their discharge, in violation of Labor Code § 201. Plaintiffs
Fox and Washington and Class Members whose employment with Defendant terminated within the three-
year period prior to the filing of the Complaint (“WTP Subclass Members”), are entitled to waiting time
penalties pursuant to Labor Code § 203.

1 7. Plaintiffs Fox and Washington also bring this action on behalf of themselves and all Class
2 Members employed during the Class Period for unreimbursed business expenses. During the Class Period,
3 Defendant required and/or expected Class Members to use and pay out of pocket for their personal cell
4 phones in order to carry out their job duties. In addition, beginning in approximately early March 2020,
5 Defendant began requiring Plaintiff Fox and other Class Members, as a matter of policy and/or practice,
6 to work remotely as result of the Covid-19 pandemic. In order to carry out and perform their assigned
7 work-related duties remotely, Plaintiff Fox and Class Members working remotely incurred expenses
8 including but not limited to the cost of internet service, as well as the cost of cell phone service. However,
9 throughout the Class Period, Defendant maintained a policy and/or practice of denying reimbursement to
10 Plaintiffs Fox and Washington and Class Members for their necessarily incurred business expenses, in
violation of Labor Code § 2802.

11 8. In consequence of the violations of Labor Code §§ 512, 226.7, 510, 1194, and 2802
12 Defendant also committed unfair, unlawful, and fraudulent business practices, in violation of California's
13 Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200 et seq. Plaintiffs Fox, Sims, and
14 Washington, on behalf of themselves, the Class, and the Overtime, WS, and WTP Subclasses, seek
restitution and other relief as prayed for below.

15 9. Plaintiffs Fox and Washington also bring this collective action under 29 U.S.C. § 216(b)
16 on behalf of themselves and all similarly situated individuals currently and formerly employed in the
17 United States by Verkada as Sales Development Representatives, Associate Account Executives, Account
18 Executives, Senior Account Executives, or in a similar capacity ("Collective Members") from three years
19 prior to the filing of the initial Complaint in this case through to the trial date ("Collective Period") for
20 the failure to pay overtime in violation of 29 U.S.C. §§ 207 and 215. Plaintiffs allege that Collective
21 Members did not meet the requirements of the federal inside sales exemption (29 U.S.C. § 207(i)), or any
22 other exemption, and routinely worked over 40 hours in a week. However, Defendant did not pay them
overtime wages. Plaintiffs also allege that they are entitled to liquidated damages pursuant to the FLSA.
23 *See* 29 U.S.C. § 255.

24 10. Finally, Plaintiff Fox brings this representative action under PAGA for civil penalties,
25 reasonable attorneys' fees, and costs on behalf of himself and (a) all other individuals employed by
26 Defendant in California during the PAGA Period for Defendant's failure to reimburse business expenses
27 in violation of Labor Code § 2802 ("Reimbursement Aggrieved Employees"), (b) on behalf of himself
28 and all other individuals employed by Defendant in California as Associate Account Executives, Account
Executives, or in a similar capacity ("Aggrieved Employees") during the PAGA Period for Defendant's

1 failure to provide compliant meal breaks, issue accurate itemized wage statements, and pay all wages due
2 upon discharge from employment in violation of Labor Code §§ 226.7, 512, 1194 and IWC Wage Order
3 No. 4-2001, §§ 3, 11, and (c) on behalf of himself and Aggrieved Employees who earned less than 50%
4 or more of their total compensation through earnings other than commissions (“Overtime Aggrieved
5 Employees”) for the violation of Labor Code §§ 510, 1194 and IWC Wage Order No. 4-2001, §§ 3, 4.

PARTIES

6 11. Plaintiff Fox is a resident of Berkeley, California and was employed by Verkada as a Senior
7 Account Executive from approximately May 2020 through October 2022. During his employment,
8 Plaintiff Fox was subject to Defendant’s unlawful conduct described herein.

9 12. Plaintiff Sims is a resident of Napa, California and was employed by Verkada as an
10 Account Executive from approximately February 2019 through to September 2019. During his
11 employment, Plaintiff Sims was subject to Defendant’s unlawful conduct described herein.

12 13. Plaintiff Washington is a resident of Scottsdale, Arizona, and was employed by Verkada
13 as a Sales Development Representative from approximately March 2020 through September 2020, and as
14 an Account Executive from approximately October 2020 to June 2021. During his employment with
15 Verkada, Plaintiff Washington was a resident of San Francisco, California. During his employment,
16 Plaintiff Washington was subject to Defendant’s unlawful conduct described herein.

17 14. Defendant is a Delaware corporation with its principal place of business located at 406 E.
18 3rd Avenue, San Mateo, CA 94401.

JURISDICTION

19 15. This Court has jurisdiction over Plaintiff Washington’s and Class Members’ claims for
20 failure to provide off-duty meal periods and failure to pay premium pay for missed meal periods under
21 Labor Code §§ 226.7, 512 and Wage Order No. 4, § 11.

22 16. This Court has jurisdiction over Plaintiff Washington’s and Class Members’ claims for
23 failure to authorize and permit rest periods and failure to pay premium pay for missed rest periods under
24 Labor Code § 226.7 and Wage Order No. 4, § 12.

25 17. This Court has jurisdiction over Plaintiffs Fox and Washington’s and Overtime Subclass
26 Members’ claims for failure to pay overtime (or any wages for overtime hours) pursuant to Labor Code
27 §§ 510 and 1194 and IWC Wage Order No. 4-2001, §§ 3, 4.

28 18. This Court has jurisdiction over Plaintiffs Fox and Washington’s and WS Subclass
Members’ claims for failure to issue accurate itemized wage statements pursuant to Labor Code § 226(a),
(e).

19. This Court has jurisdiction over Plaintiffs Fox and Washington's and WTP Subclass Members' claims for failure to pay compensation due upon discharge from employment pursuant to Labor Code §§ 201-203.

20. This Court has jurisdiction over Plaintiffs Fox and Washington's and Class Members' claims for failure to reimburse business expenses pursuant to Labor Code § 2802.

21. This Court has jurisdiction over Plaintiffs' claims for restitution under the UCL.

22. This Court has jurisdiction over Plaintiffs' claims for reasonable attorneys' fees and costs pursuant to Labor Code §§ 226(e), 1194, 2802, 2699(g), and Cal. Civ. Proc. Code § 1021.5.

23. This Court has jurisdiction over Plaintiff Fox and Washington's claims under FLSA pursuant to 29 U.S.C. § 216(b).

24. This Court has jurisdiction over Plaintiff Fox's PAGA claim. On December 12, 2022, PAGA Notice was provided in this case to the LWDA (via its website) and to Defendant (via certified mail). On January 13, 2023, Plaintiff Fox provided an Amended PAGA Notice to the LWDA (via its website) and to Defendant (via certified mail). On November 29, 2024, Plaintiff Fox provided a Second Amended PAGA Notice to the LWDA (via its website) and to Defendant (via email, by parties' agreement). The LWDA has not provided notice to Plaintiffs regarding its intention to investigate or not investigate Plaintiff Fox's claims.

VENUE

25. Venue is proper in the County of San Mateo pursuant to California Code of Civil Procedure §§ 395(a) and 395.5. Defendant's principal place of business is located in San Mateo. The unlawful acts alleged herein have a direct effect on members of the Classes within the State of California and within San Mateo County. Venue is therefore proper in San Mateo.

FACTUAL ALLEGATIONS

26. Verkada is a security company that develops cloud-based building security systems with web-based software technology to enable remote access, encryption, and other capabilities.

27. During the Class Period and the Collective Period, Defendant employed Class Members, including Overtime Subclass Members, and Collective Members as Sales Development Representatives, Associate Account Executives, Account Executives, Senior Account Executives, and in other similar positions. Depending on their positions, Class and Collective Members are typically paid either a salary and are eligible to receive bonuses, or a salary and commissions. For example, Sales Development Representatives and Associate Account Executives are paid a salary and are eligible to receive bonuses. Account Executives are paid a salary and commission.

1 **A. Defendant Failed to Provide Rest and Meal Breaks**

2 28. During the Class Period, Defendant misclassified Class Members as exempt. Class
3 Members, however, were not exempt from rest and meal break requirements set out in Labor Code §§
4 512, 226.7 and Wage Order No. 4, § 11, 12 and they were not exempt from the wage statement laws set
5 out in Labor Code § 226. The only exemptions potentially applicable to Class Members are the outside
6 salesperson exemption and the inside salesperson exemption. Class Members did not fall within the
7 outside salesperson exemption because Class Members work primarily from Verkada's offices and/or
8 remotely from home, and do not spend more than half of their working time away from Defendant's place
9 of business.¹ Employees who are inside salespersons are only exempt from the requirement of overtime
10 pay, and are not exempt under California state law from meal break, rest breaks, and wage statement laws.
11 See IWC Wage Order No. 4, § 3(D) (exempting insides salespersons from overtime, and other provisions
not relevant here). As a result, Class Members were and are entitled to be provided with off-duty rest and
meal periods.

12 29. During the Class Period, Class Members, as part of their regular daily schedule, worked a
13 minimum of 10 hours per day: typically, from 6:30 a.m. to 4:30 / 5:00 p.m. or 7:00 a.m. to 5:00 / 5:30
14 p.m. or, depending on the territory they covered, from 4:00 a.m. to 2:00 p.m. Class Members also often
15 worked additional hours to meet their job duties that included making a certain minimum number of calls
16 each day, or setting up a minimum number of meetings with potential clients each day. As such, they
17 were entitled to between two and three rest breaks and two meal periods each day, pursuant to Labor Code
§§ 512, 226.7 and Wage Order No. 4, §§ 11, 12.

18 30. Throughout the Class Period, however, Defendant has treated Class Members as exempt
19 and did not maintain a rest and meal break policy and did not maintain a policy of paying premium pay
20 for missed breaks.

21 31. Defendant also maintains job expectations, policies and/or practices that impede Class
22 Members' ability to take off-duty rest and meal breaks. Defendant provides lunch to Class Members and
23 pressures them to eat lunch quickly and at their desks and to continue working during lunch time. As a
24

25 ¹ When Class Members worked remotely from home due to the Covid-19 pandemic and/or otherwise,
26 they did not qualify for the outside salesperson exemption because their home offices was considered the
27 "employer's place of business." See 29 C.F.R. § 541.502 (any fixed site, whether home or office, used
28 by a salesperson as a headquarters or for telephonic solicitation of sales is considered one of the
employer's places of business, even though the employer is not in any formal sense the owner or tenant
of the property).

1 result, Class Members were and are not relieved of all duties for at least 30 minutes before the end of their
2 fifth hour of work, and they are also not relieved of all duties for at least 30 minutes before the end of
3 their tenth hour of work, as required under Labor Code § 512(a) and Wage Order No. 4, § 11. Class
4 Members are also pressured to make a certain minimum number of calls per day, and to achieve minimum
5 sales or sales leads each day or each week. As a result of this pressure, Class Members are routinely not
6 able to take all required off-duty rest breaks, as required under Labor Code § 226.7 and Wage Order No.
7 4, § 12.

8 32. Thus, Defendant failed to provide compliant rest and meal breaks in accordance with Wage
9 Order No. 4, §§ 11(A), 12(A) and Labor Code §§ 226.7, 512, thereby triggering an obligation to make
10 premium payments to Plaintiff Washington and Class Members pursuant to Labor Code § 226.7, which
11 it also did not pay.

12 **B. Defendant Failed to Pay Overtime Wages**

13 33. Class Members, including Overtime Subclass Members, and Collective Members were not
14 exempt pursuant to the outside sales exemption and did not meet the requirements of the federal and/or
15 California inside sales exemption for the following reasons. Plaintiffs, Overtime Subclass Members and
16 Collective Members who were employed as Sales Development Representatives and Associate Account
17 Executives did not earn commissions and did not engage in sales. Rather, they were tasked with
18 generating leads, conducting demonstrations, generating client meetings, learning about the products, and
19 making practice calls. Even those Class Members and Collective Members, such as Account Executives
20 and Senior Account Executives, who did engage in sales, frequently did not earn more than half of their
21 compensation from commissions. Upon information and belief, the “on-target” compensation that was
22 set out in the offer letters of Account Executives and Senior Account Executives was half salary and half
23 commissions and thus did not meet the requirements for inside sales exemption set out in Wage Order
24 No. 4, § 3(D) and/or 29 U.S.C. 207(i). As a result, Plaintiffs, Overtime Subclass Members and Collective
25 Members did not meet the requirements for the inside salesperson exemption and were entitled to be paid
26 overtime under the federal and/or California law, as applicable.

27 34. During the Class Period and the Collective Period, Class Members, including Overtime
28 Subclass Members, and Collective Members, as part of their regular daily schedule, were required to work
a minimum of 10 hours per day: typically, from 6:30 a.m. to 4:30 / 5:00 p.m. or 7:00 a.m. to 5:00 / 5:30
p.m. or 4:00 a.m. until 2:00 p.m. They also often worked additional hours to meet their job duties that
included making a certain minimum number of calls each day, or setting up a minimum number of
meetings with potential clients each day.

1 35. As a result, Plaintiffs, Overtime Subclass Members and Collective Members routinely
2 worked over 8 hours in a day and/or over 40 hours in a week. Defendant, however, did not pay them
3 overtime (or any wages for overtime hours worked), in violation of Labor Code §§ 510, 1194, Wage Order
4 No. 4, §§ 3, 4 and 29 U.S.C. §§ 207, 215.

5 **E. Defendant Failed to Issue Accurate, Itemized Wage Statements**

6 36. As a result of treating WS Subclass Members as exempt, Defendant did not track their
7 hours worked. In addition, as discussed above, as a result of treating Overtime Subclass Members as
8 exempt (i.e. those members of the WS Subclass whose earnings were half or less than half in the form of
9 commissions), Defendant also did not track their hours and did not pay overtime for hours worked over 8
10 in a day and/or over 40 in a week. Moreover, as discussed above, Defendant failed to pay premium pay
11 for missed meal breaks to Class Members.

12 37. Accordingly, Defendant failed to issue accurate, itemized wage statements to Plaintiffs
13 Fox and Washington and WS Subclass Members that included their total hours worked, including
14 overtime hours, applicable hourly rate(s), including overtime hourly rates, and/or accurate net and gross
15 wages earned information, including premium pay, in violation of Labor Code § 226(a)(1), (2), (5), and
16 (9).

17 38. Defendant's practice of furnishing Plaintiffs Fox and Washington and WS Subclass
18 Members with incomplete and/or inaccurate wage statements in violation of Labor Code § 226(a) was not
19 an isolated and unintentional payroll error due to a clerical or inadvertent mistake, but rather was willful
20 and intentional and the result of Defendant's regular classification and compensation policies. As a result,
21 Defendant's actions were knowing and intentional pursuant to Labor Code § 226E.

22 39. Plaintiffs Fox and Washington and WS Subclass Members were injured as a result of
23 Defendant's knowing and intentional violation because they could not promptly and easily determine
24 from their wage statements alone, without reference to other documents or information, including wage
25 statements from previous pay periods, their total hours worked, their applicable hourly rate(s), and/or their
26 accurate net and gross wages earned during a pay period.

27 **D. Defendant Failed to Pay All Compensation Owed to Class Members Upon Discharge**

28 40. Plaintiff Fox's employment with Defendant ended in approximately October 2022.
Plaintiff Washington's employment with Defendant ended in approximately June 2021. During the Class
Period, as a consequence of Defendant's failure to pay overtime pay and premium pay for missed meal
periods, Plaintiffs Fox and Washington and formerly employed Class Members (WTP Subclass Members)

1 did not receive all compensation due to them upon discharge or termination from employment as required
2 under Labor Code §§ 201-202.

3 41. As a result, Defendant is liable for waiting time penalties amounting to thirty (30) days
4 wages for each WTP Subclass Member, pursuant to Labor Code § 203.

5 **E. Defendant Failed to Reimburse Class Members for their Business Expenses**

6 42. Throughout the Class Period, Defendant expected and/or required Class Members to use
7 their personal cellphones for work. Defendant used a voice-over-IP (“VOIP”) system that required Class
8 Members to download and install an app on their phones, and the VOIP system would route calls to Class
9 Members’ phones. Defendant did not provide Class Members with desk phones. In addition, because of
10 the poor call quality, Class Members often bypassed the VOIP system and called clients directly from
11 their cell phones. Class Members were also required to download and install an app called Okta to allow
12 for double authentication. Finally, Class Members routinely used their personal cellphones to demonstrate
13 Verkada apps to clients during sales calls.

14 43. In addition, beginning on or about March 4, 2020, Defendant instituted policies and/or
15 practices that required Plaintiff Fox and other Class Members to perform work-related duties from home.

16 44. As a result of working remotely, in direct consequence of carrying out their duties, or their
17 obedience to the directions of the Defendant, Plaintiff Fox and other Class Members incurred home office
18 expenses, including but not limited to charges for internet, cell phone service, office supplies, and utilities.

19 45. Defendant knew or should have known that Plaintiffs Fox and Washington and Class
20 Members incurred cell phone expense during the Class Period and that Plaintiff Fox and certain other
21 Class Members incurred home office expenses after March 2020. However, throughout the Class Period,
22 Defendant maintained policies and/or practices that denied full reimbursement for these expenses, in
23 violation of Labor Code § 2802.

24 46. Defendant was aware that Plaintiffs Fox and Washington and Class Members routinely
25 incurred business expenses in the discharge of their duties, as employees, without any reimbursement.
26 Defendant nevertheless has, throughout the Class Period, failed and refused to reimburse Plaintiffs Fox
27 and Washington and Class Members for such expenses incurred by them in their work as they carry out
28 their work duties for Defendant.

47. Plaintiffs Fox and Washington and Class Members have been harmed by Defendant’s
unlawful reimbursement policy and/or practice in that they have not been paid for any of their expenses
incurred in carrying out their job duties for Defendant, thereby diminishing their agreed-upon
compensation, in substantial amounts to be proved at trial.

1 48. As a result, Defendant violated Labor Code § 2802, and Plaintiffs Fox and Washington
2 and Class Members are entitled to reimbursement for their cell phone expense and home office expenses,
3 and their reasonable attorney's fees and costs.

4 **E. Defendant's Labor Code Violations Were Unfair Business Practices**

5 49. Throughout the Class Period, Defendant has adopted and used unfair business practices to
6 reduce Class Members' compensation and increase profits, including failing to pay overtime wages,
7 failing to pay premium pay, and failing to reimburse for necessarily incurred business expenses.

8 **CLASS ACTION ALLEGATIONS**

9 50. Plaintiffs bring this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of the
10 Class, and the Overtime, WS, and WTP Subclasses. Upon information and belief, there are more than
11 100 members in each Class. The members of the Classes are so numerous that joinder of all members is
12 impractical.

13 51. Plaintiffs' claims are typical of the claims of the members of the Class and Subclasses they,
14 respectively, seek to represent because they were employed by Defendant and subject to its unlawful
15 policies and/or practices.

16 52. Plaintiffs will fairly and adequately represent the interests of the Class and/or Subclasses
17 they, respectively, seek to represent. Plaintiffs have no conflict of interest with any member of the Class.
18 Plaintiffs have retained competent and experienced counsel in complex class action litigation. Plaintiffs'
19 counsel has the expertise and financial resources to adequately represent the interests of the Class and
20 Subclasses.

21 53. Common questions of law and fact exist as to all members of the Class and the Overtime,
22 WS, and WTP Subclasses, and predominate over any questions solely affecting individual members of
23 the Classes and Subclasses. Among the questions of law and fact common to Plaintiffs and each of the
24 Classes and/or Subclass are the following:

- 25 a. Whether Class Members are non-exempt employees;
- 26 b. Whether Class Members are non-exempt for purposes of the inside sales exemption;
- 27 c. Whether Class Members are non-exempt for purposes of the outside sales exemption;
- 28 d. Whether a home office is considered the employer's place of business;
- e. Whether Defendant violated Wage Order No. 4 § 11 by maintaining policies and practices
 that prevented or impeded Class Members from taking off-duty meal breaks;

- 1 f. Whether Defendant violated Labor Code §§ 226.7, 512 and Wage Order No. 4 § 11 by
2 failing to pay one hour of premium pay for each day that an unpaid meal period was not
3 provided during the Class Period;
- 4 g. Whether Defendant violated Labor Code § 226.7(a) and Wage Order No. 4 § 12(A) by
5 maintaining policies and practices that prevented or impeded Class Members from taking
6 off-duty rest breaks;
- 7 h. Whether Defendant violated Labor Code § 226.7(b) and Wage Order No. 4 § 12(B) by
8 failing to pay one hour of premium pay for each day that an off-duty rest break(s) was not
9 provided during the Class Period;
- 10 i. Whether Class Members work over 8 hours in a day and/or over 40 hours in a week;
- 11 j. Whether Defendant maintained policies and/or practices that led to Class Members working
12 50% or more from their employer's place of business;
- 13 k. Whether Defendant violated Labor Code §§ 510, 1194 and Wage Order No. 4, §§ 3, 4 by
14 failing to pay Class Members premium pay (or any pay) for overtime hours worked;
- 15 l. Whether Defendant violated Labor Code § 226(a) by failing to issue accurate and itemized
16 wage statements to Plaintiffs Fox and Washington and WS Subclass Members;
- 17 m. Whether Defendant's violation of Labor Code § 226(a) was knowing and intentional;
- 18 n. Whether Plaintiffs Fox and Washington and WS Subclass Members suffered injury for the
19 purposes of Labor Code § 226(e);
- 20 o. Whether Defendant violated Labor Code §§ 201-203 by failing to pay Plaintiffs Fox and
21 Washington and WTP Subclass Members all wages owed to them upon separation from
22 employment;
- 23 p. Whether Defendant violated Labor Code § 2802 by failing to reimburse Plaintiffs Fox and
24 Washington and Class Members for necessarily incurred business expenses;
- 25 q. Whether Defendant's violations constitute unfair, unlawful, and fraudulent business
26 practices, in violation of UCL;
- 27 r. Whether Plaintiffs and members of the Class and the Overtime Subclass are entitled to
28 restitution under Bus. & Prof. Code §§ 17200 *et seq.* for unpaid overtime and premium
pay, and unreimbursed expenses; and
- s. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiffs
and Class Members.

1 54. Class action treatment is superior to any alternative to ensure the fair and efficient
2 adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly
3 situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and
4 without the duplication of effort and expense that numerous individual actions would entail. No
5 difficulties are likely to be encountered in the management of this class action that would preclude its
6 maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of
7 this controversy. Members of the Class and Subclasses are readily identifiable from Defendant's
8 employee rosters and/or payroll records.

9 55. Defendant's actions are generally applicable to the entire Class, and the Overtime, WS,
10 and WTP Subclasses. Prosecution of separate actions by individual members of the Class and Subclasses
11 creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn,
12 would establish incompatible standards of conduct for Defendant.

13 56. Because joinder of all members is impractical, a class action is superior to other available
14 methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for
15 many members of the Class and Subclasses while substantial, may not be sufficient to enable them to
16 maintain separate suits against Defendant.

17 **COLLECTIVE ACTION ALLEGATIONS**

18 57. Plaintiffs Fox and Washington bring a claim for violation of Fair Labor Standards Act
19 ("FLSA") pursuant to 29 U.S.C. § 216(b), on behalf of the Collective Members, as defined above.

20 58. The members of the Collective are readily ascertainable. For purposes of this action,
21 including notice, the names and addresses of individuals who are Collective Members are readily available
22 to Defendant. Notices can be provided to the Collective Members via first class mail to the last address
23 known to the Defendant.

24 59. At all relevant times, Plaintiffs Fox and Washington and other Collective Members have
25 been similarly situated, have had substantially similar job requirements, duties, and pay provisions, and
26 have been subject to Defendant's common policies and practices of misclassifying them as exempt and
27 willfully failing and refusing to pay them at the legally-required overtime rates for work in excess of 40
28 hours per workweek.

FIRST CAUSE OF ACTION

Failure to Authorize and Permit Meal Periods or Pay Missed Meal Period Premiums **[Cal. Labor Code §§ 226.7, 512; Wage Order No. 4, § 11]**

60. Plaintiff Washington re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

61. Pursuant to Labor Code § 226.7(b), “An 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 Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

62. Pursuant to Labor Code § 512(a), “(a) An employer shall 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....”

63. Pursuant to Wage Order No. 4, § 11(A), “No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes....”

64. If an employer fails to provide the meal period, it shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Wage Order No. 4, § 11(B); Labor Code § 226.7(b).

65. Because Plaintiff Washington and Class Members did not fall within the inside sales exemption, Defendant was required but, as alleged above, failed to provide them with off-duty meal breaks and/or impeded them from taking off-duty meal periods. As a result, Defendant was required, but failed to pay premium pay pursuant to Labor Code § 226.7 and Wage Order No. 4, § 11.

66. Plaintiff Washington, on behalf of himself and all other Class Members, requests relief as described below.

SECOND CAUSE OF ACTION

Failure to Permit and Authorize Rest Breaks or Pay Missed Rest Break Premiums
[Cal. Labor Code § 226.7; Wage Order No. 4, § 12]

67. Plaintiff Washington re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

68. Pursuant to Labor Code § 226.7(b), “An 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 Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

69. Pursuant to Wage Order No. 4, § 12(A), “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 minutes

1 net rest time per four hours or major fraction thereof. However, a rest period need not be authorized for
2 employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period
3 time shall be counted as hours worked for which there shall be no deduction from wages.”

4 70. If an employer fails to provide a rest period, it shall pay the employee one hour of pay at
5 the employee’s regular rate of compensation for each workday that the rest period(s) is not provided.
6 Wage Order No. 4, § 12(B); Labor Code § 226.7(b).

7 71. Because Plaintiff Washington and Class Members did not fall within the inside sales
8 exemption, Defendant was required but, as alleged above, failed to provide them with off-duty rest breaks
9 and/or impeded them from taking off-duty rest breaks. As a result, Defendant was required, but failed to
10 pay premium pay pursuant to Labor Code § 226.7(b) and Wage Order No. 4, § 12(B).

11 72. Plaintiff Washington, on behalf of himself and all other Class Members, requests relief as
12 described below.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Pay Overtime**

15 **[Cal. Labor Code §§ 1194, 510; IWC Wage Order No. 4, §§ 3, 4]**

16 73. Plaintiffs Fox and Washington re-allege and incorporate by reference each and every
17 allegation set forth in the preceding paragraphs.

18 74. Labor Code § 510 and the applicable Wage Order require that an employer compensate all
19 work performed by an employee in excess of (8) hours per workday or forty (40) hours per workweek, at
20 one and one-half times the employee’s regular rate.

21 75. Labor Code § 1194 states that any employee receiving less than the legal overtime
22 compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of
23 his or her overtime compensation, including interest thereon, and reasonable attorneys’ fees and costs.

24 76. During the Class Period, Plaintiffs Fox and Washington and Class Members routinely
25 worked more than eight (8) hours per workday and more than forty (40) hours per workweek.

26 77. During all relevant times, however, Defendant knowingly and willfully failed to pay
27 overtime earned and due to Plaintiffs Fox and Washington and Overtime Subclass Members. Defendant’s
28 conduct deprived Plaintiffs Fox and Washington and Overtime Subclass Members of full and timely
payment for all overtime hours worked in violation of the Labor Code and applicable Wage Order.

78. Accordingly, pursuant to §§ 3 and 4 of the Wage Order and Labor Code §§ 510, 1194,
Plaintiffs Fox and Washington and Overtime Subclass Members are entitled to recover, at a minimum, an

1 amount equal to the total amount of unpaid overtime wages unlawfully withheld during the Class Period,
2 interest thereon, and reasonable attorneys' fees and costs.

3 79. Plaintiffs Fox and Washington, on behalf of themselves and all other Overtime Subclass
4 Members, also request relief as described below.

5 **FOURTH CAUSE OF ACTION**
6 **Failure to Issue Accurate Itemized Wage Statements**
7 **[Cal. Labor Code § 226(a), (e)]**

8 80. Plaintiffs Fox and Washington re-allege and incorporate by reference each and every
9 allegation set forth in the preceding paragraphs.

10 81. During the relevant period, Defendant failed to furnish Plaintiffs Fox and Washington and
11 WS Subclass Members with accurate itemized wage statements containing total hours worked by the
12 employee, all applicable hourly rates in effect during the pay period, including overtime rates, and the
13 corresponding number of hours worked at each hourly rate by the employee, and the gross and net wages
14 earned, including premium pay, during that pay period, in violation of Labor Code § 226(a)(2), (3), (5),
15 and (9).

16 82. Defendant's failure to furnish accurate itemized wage statements to Plaintiffs Fox and
17 Washington and WS Subclass Members was knowing and intentional.

18 83. Plaintiffs Fox and Washington and WS Subclass Members suffered injury as a result of
19 Defendant's knowing and intentional failure to comply with Labor Code § 226(a).

20 84. As a result, Plaintiffs Fox and Washington and WS Subclass Members are entitled to
21 recover \$50 for each initial pay period with a violation, and \$100 for each subsequent pay period with a
22 violation, up to an amount not exceeding an aggregate penalty of \$4,000 for each Class Member, pursuant
23 to Labor Code § 226(e).

24 85. Plaintiffs Fox and Washington, on behalf of themselves and all other WS Subclass
25 Members request relief as described below.

26 **FIFTH CAUSE OF ACTION**
27 **Failure to Pay All Wages Due at the Time of Discharge (Waiting Time Penalties)**
28 **[Cal. Labor Code §§ 201-203]**

86. Plaintiffs Fox and Washington re-allege and incorporate by reference each and every
allegation set forth in the preceding paragraphs.

87. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing to
Plaintiffs Fox and Washington and WTP Subclass Members promptly after discharge or termination of
their employment. Labor Code § 203 provides that if an employer willfully fails to pay compensation

1 promptly upon discharge or resignation, as required by §§ 201 and 202, then the employer is liable for
2 waiting time penalties in the form of continued compensation up to 30 workdays.

3 88. As alleged herein, Defendant failed to pay Plaintiffs Fox and Washington and WTP
4 Subclass Members premium pay and overtime pay. As a result, Defendant failed to pay all compensation
5 due and owing to Plaintiffs Fox and Washington and other WTP Class Members upon their termination
6 or separation from employment with Defendant, as required by Labor Code §§ 201 and 202.

7 89. As a result, Defendant is liable to Plaintiffs Fox and Washington and WTP Subclass
8 Members for waiting time penalties amounting to thirty (30) days wages for each WTP Subclass Member
9 pursuant to Labor Code § 203.

10 90. Plaintiffs Fox and Washington, on behalf of themselves and all other WTP Subclass
11 Members, request relief as described below.

12 **SIXTH CAUSE OF ACTION**
Failure to Reimburse Business Expenses
[Cal. Labor Code § 2802]

13 91. Plaintiffs Fox and Washington re-allege and incorporate by reference each and every
14 allegation set forth in the preceding paragraphs.

15 92. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for
16 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
17 his or her duties.”

18 93. As set forth above, Plaintiffs Fox and Washington and Class Members incurred cell phone
19 expenses in carrying out their job duties for Defendant during the Class Period.

20 94. In addition, Plaintiff Fox and other Class Members worked remotely from home during
21 the Class Period and, in order to discharge their duties for Defendant, they incurred expenses, including
22 but not limited to the cost of home internet service. However, Defendant did not reimburse Plaintiff Fox
23 and other Class Members for those expenses.

24 95. Defendant’s failure to pay for or reimburse the business expenses of Plaintiffs Fox and
25 Washington and Class Members violated non-waivable rights secured to them by Labor Code § 2802. As
26 a result, Plaintiffs Fox and Washington and Class Members are entitled to recover all unreimbursed
27 business expenses, and interest thereon, and reasonable attorneys’ fees and costs.

28 96. Plaintiffs Fox and Washington, on behalf of themselves, and all other Class Members also
request relief as described below.

SEVENTH CAUSE OF ACTION
Unfair, Unlawful, or Fraudulent Business Practices

1 **[Cal. Bus. & Prof. Code §§ 17200 *et seq.*]**

2 97. Plaintiffs Fox, Sims, and Washington re-allege and incorporate by reference each and
3 every allegation set forth in the preceding paragraphs.

4 98. The UCL prohibits any unlawful, unfair, or fraudulent business practices. Labor Code
5 § 90.5(a) states that it is the public policy of California to vigorously enforce minimum labor standards in
6 order to ensure employees are not required to work under substandard and unlawful conditions, and to
7 protect employers who comply with the law from those who attempt to gain competitive advantage at the
8 expense of their workers by failing to comply with minimum labor standards. Through its actions alleged
9 herein, Defendant has engaged in unfair competition within the meaning of the UCL because Defendant's
conduct has violated state wage and hour laws as herein described.

10 99. During the Class Period, Defendant committed, and continues to commit, acts of unfair
11 competition, as defined in the UCL by wrongfully denying premium pay and overtime pay to Class
12 Members and by failing to reimburse necessarily-incurred business expenses of Class Members in
violation of Labor Code §§ 512, 226.7, 510, 1194, 2802, and Wage Order No. 4, § 3.

13 100. Defendant's actions and omissions as herein alleged have damaged Plaintiffs and Class
14 Members and were substantially injurious to them.

15 101. The harm to Plaintiffs and Class Members resulting from Defendant's labor code
16 violations outweighs the utility, if any, of Defendant's policies and practices. Therefore, Defendant's
17 actions described herein constitute an unfair business practice or act within the meaning of the UCL.

18 102. Plaintiffs, on behalf of themselves and all other Class Members, also request relief as
described below.

19 **EIGHTH CAUSE OF ACTION**
20 **Failure to Pay Overtime in Violation of Fair Labor Standards Act**
[29 U.S.C. § 216(b)]

21 103. Plaintiffs Fox and Washington re-allege and incorporate by reference each and every
22 allegation set forth in the preceding paragraphs.

23 104. During the course of Plaintiffs' and Collective Members' employment, Defendant,
24 pursuant to its policies and practices, misclassified Collective Members as exempt from overtime
25 compensation required by the FLSA despite the fact that they did not fall within the insides sales
26 exemption (or any of the exemptions from overtime) under the FLSA. Defendant has therefore failed to
27 pay Plaintiffs Fox and Washington and Collective Members the overtime compensation required by the
28 FLSA, including but not limited to 29 U.S.C. § 207 and § 215, for work performed in excess of 40 hours
per workweek.

105. This action may be brought and maintained as an “opt-in” collective action pursuant to 29 U.S.C. § 216(b) section 16(b) of the FLSA because the claims of Plaintiffs Fox and Washington are similar to the claims of the Collective Class.

106. Defendant has committed and continues to commit the acts alleged herein knowingly and willfully, violating the provisions of the FLSA by failing to pay Plaintiffs Fox and Washington and the Collective Members overtime wages as required by 29 U.S.C. § 207.

107. Defendant engaged in this practice throughout the three-year statute of limitations that applies to this cause of action and its conduct, as alleged, constitutes a willful violation of the FLSA pursuant to 29 U.S.C. § 255(a).

108. As a result of Defendant's conduct, Plaintiffs Fox and Washington and Collective Members who opt-in are entitled to recovery in the amount of their respective unpaid overtime, liquidated damages, prejudgment interest, attorneys' fees and costs, and any other relief the Court deems just and proper pursuant to 29 U.S.C. § 216(b).

NINTH CAUSE OF ACTION
Civil Penalties
[Cal. Lab. Code §§ 2698 *et seq.*]

109. Plaintiff Fox incorporates the foregoing paragraphs as fully set forth herein.

Civil Penalties Sought on Behalf of Aggrieved Employees

110. Plaintiff Fox seeks PAGA penalties on behalf of himself and Aggrieved Employees, and the State of California for violations of Labor Code §§ 226.7, 512, 226(a), 201-203 and IWC Wage Order No. 4-2001, § 3, 11.

111. During the PAGA Period, Defendant misclassified Aggrieved Employees and failed to provide them with off-duty meal periods, and failed to pay premium pay in lieu thereof, in violation of Labor Code §§ 226.7, 512 and IWC Wage Order No. 4-2001, § 11. Plaintiffs and Aggrieved Employees are entitled to one hundred (\$100) for each initial pay period with a violation of §§ 226.7, 512 and two hundred dollars (\$200) for each pay period with an initial violation of §§ 226.7, 512.

112. During the PAGA period, as a result of misclassifying Aggrieved Employees as exempt, Defendant also failed to authorize and permit them to take off-duty rest periods, and failed to pay premium pay in lieu thereof, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 12. Plaintiffs and Aggrieved Employees are entitled to one hundred (\$100) for each initial pay period with a violation of § 226.7, and two hundred dollars (\$200) for each pay period with an initial violation of § 226.7.

113. During the PAGA Period, as a result of misclassifying Aggrieved Employees as exempt, Defendant also failed to furnish to them accurate itemized wage statements containing entries for their

1 total hours worked, all applicable hourly rates earned, and accurate net and gross wages, in violation of
2 Labor Code § 226(a). Pursuant to Labor Code § 226.3, Plaintiff and Aggrieved Employees are entitled
3 to two hundred fifty dollars (\$250) for each initial pay period with a violation of § 226(a), and one
4 thousand (\$1,000) for each subsequent pay period with a violation of § 226(a). Alternatively, Plaintiff and
5 Aggrieved Employees are entitled to one hundred (\$100) for each initial pay period with a violation of §
6 226(a), and two hundred dollars (\$200) for each pay period with an initial violation of § 226(a).

7 114. During the PAGA Period, Defendant failed to pay Aggrieved Employees all wages due to
8 them at the time of discharge or resignation from employment, in violation of Labor Code §§ 201-202.
9 Aggrieved Employees are entitled one hundred (\$100) for each initial pay period with a violation of §
10 201-202, and two hundred dollars (\$200) for each pay period with an initial violation of § 201-202.

11 ***Civil Penalties Sought on Behalf of Overtime Aggrieved Employees***

12 115. During the PAGA Period, Defendant failed to pay overtime when Overtime Aggrieved
13 Employees worked over 8 hours a day and/or over 40 hours in a week in violation of Labor Code §§ 1194,
14 510. Overtime Aggrieved Employees are entitled one hundred (\$100) for each initial pay period with a
15 violation of §§ 1194, 510, and two hundred dollars (\$200) for each pay period with an initial violation of
16 §§ 1194, 510.

17 ***Civil Penalties Sought on Behalf of Reimbursement Aggrieved Employees***

18 116. During the PAGA Period, Defendant failed to reimburse Reimbursement Aggrieved
19 Employees for expenses they incurred in carrying out their job duties for Defendant, including home
20 internet and cell phones expenses, in violation of Labor Code § 2802. Reimbursement Aggrieved
21 Employees are entitled one hundred (\$100) for each initial pay period with a violation of § 2802, and two
22 hundred dollars (\$200) for each pay period with an initial violation of § 2802.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiffs, on behalf of themselves and other members of the Class, the
25 Overtime, WS, and WTP Subclasses, and Collective Members pray for the following relief:

26 A. An Order that this action may proceed and be maintained as a class action, with the Class
27 and Subclasses, as designated and defined in this Complaint, and that Plaintiffs and their counsel be
28 certified as representatives and Counsel for the Class, respectively.

B. An Order that this action may proceed and be maintained as a collective action pursuant to
29 U.S.C. § 216(b).

C. On the First Cause of Action: That the Court find and declare that Defendant has violated
California Labor Code §§ 226.7, 512 and IWC Wage Order No. 4, § 11 by failing to provide Plaintiff

1 Washington and Class Members with off-duty meal periods and to pay premium pay in lieu thereof, and
2 award Plaintiff Washington and Class Members, at a minimum, an amount equal to the total amount of
3 unpaid premiums unlawfully withheld during the Class Period, interest thereon, and reasonable attorneys'
4 fees and costs.

5 D. On the Second Cause of Action: That the Court find and declare that Defendant has
6 violated California Labor Code § 226.7 and IWC Wage Order No. 4, § 12 by failing to provide Plaintiff
7 Washington and Class Members with off-duty rest periods and to pay premium pay in lieu thereof, and
8 award Plaintiff Washington and Class Members, at a minimum, an amount equal to the total amount of
9 unpaid premiums unlawfully withheld during the Class Period, interest thereon, and reasonable attorneys'
10 fees and costs.

11 E. On the Third Cause of Action: That the Court find and declare that Defendant has violated
12 California Labor Code §§ 510, 1194 and IWC Wage Order No. 4, § 3 by failing to pay Plaintiffs Fox and
13 Washington and Overtime Subclass Members overtime pay, and award Plaintiffs Fox and Washington
14 and Overtime Subclass Members, at a minimum, an amount equal to the total amount of unpaid overtime
15 wages unlawfully withheld during the Class Period, interest thereon, and reasonable attorneys' fees and
16 costs.

17 F. On the Fourth Cause of Action: That the Court find and declare that Defendant has violated
18 California Labor Code § 226(a) by failing to issue accurate itemized wage statements; award Plaintiffs
19 Fox and Washington and WS Subclass Members statutory penalties under California Labor Code §
20 226(e); and reasonable attorneys' fees and costs.

21 G. On the Fifth Cause of Action: That the Court find and declare that Defendant has violated
22 California Labor Code §§ 201-203 by failing to pay Plaintiffs Fox and Washington and WTP Subclass
23 Members promptly all compensation due upon separation from employment, and award Plaintiffs Fox
24 and Washington and WTP Subclass Members waiting time penalties in the amount of 30 days' wages.

25 H. On the Sixth Cause of Action: That the Court find and declare that Defendant has violated
26 California Labor Code § 2802 by failing to reimburse Plaintiffs Fox and Washington and Class Members
27 for necessarily incurred business expenses, and award Plaintiffs Fox and Washington and Class Members
28 all unreimbursed business expenses, and interest thereon, and reasonable attorneys' fees and costs.

I. On the Seventh Cause of Action: That the Court find and declare that Defendant has
violated the UCL; and award restitution to Plaintiffs Fox, Sims, and Washington, and Class Members,
and Overtime Subclass Members.

1 J. On the Eighth Cause of Action: That the Court find and declare that Defendant has violated
2 29 U.S.C. §§ 206 and 207 by failing to pay Plaintiffs Fox and Washington and Collective Members for
3 overtime, and award Plaintiffs Fox and Washington and Collective Members an amount equal to the total
4 amount of overtime wages unlawfully withheld during the Collective Period, liquidated damages equal to
5 the total amount of overtime wages unlawfully withheld, interest, and reasonable attorneys' fees and costs.

6 K. On the Ninth Cause of Action: That the Court award PAGA civil penalties, as well as
7 attorneys' fees and costs, as provided for under Labor Code § 2699.

8 L. That the Court award attorneys' fees and costs of suit to the extent permitted by law,
9 including, but not limited to, California Labor Code §§ 226(e), 1194, 2802(c), 2699(g), California Code
10 of Civil Procedure § 1021.5, and 29 U.S.C. § 216(b).

11 M. All other relief as this Court deems proper.

12 **JURY DEMAND**

13 Plaintiffs hereby demand trial by jury of all claims against Defendant alleged herein.

14 Dated: February 8, 2024

15 Respectfully submitted,

16 
17 By: Julian Hammond
18 HAMMONDLAW, P.C.

19 *Attorneys for Plaintiffs and Proposed Class and*
20 *Collective Members, and Aggrieved Employees*