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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GABRIELA BINNS, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

HALLIER INVESTMENTS, LLC, a Nevada
limited liability company; and DOES 1 through
25, inclusive,

Defendants.

Case No. **23STCV10478**

**COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

1. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
2. Violation of California Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime Wages);
3. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
4. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
5. Violation of California Labor Code § 226(a) (Failure to Issue Compliant Wage Statements);
6. Violation of California Labor Code §§ 201 and 203 (Final Wages Not Timely Paid)
7. Violation of California Labor Code §§ 2800, et seq. (Unreimbursed Business Expenses)
8. Violation of California Business and Professions Code §§ 17200, et seq.; and
9. Violation of California Labor Code §§ 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff GABRIELA BINNS (“Plaintiff”), individually, on behalf of the State of California, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

3. Venue is proper in this Court because a majority of the acts, events, and violations occurred in this County. Upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles.

THE PARTIES

4. At all times herein mentioned, Plaintiff GABRIELA BINNS was a resident of the State of California.

5. At all times herein mentioned, Defendant HALLIER INVESTMENTS, LLC was and is, a Nevada limited liability company and an employer whose employees are engaged in the State of California, including the County of Los Angeles.

6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

7. Plaintiff is informed and believes, and based thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to Defendant HALLIER INVESTMENTS, LLC and/or DOES 1 through 25 (collectively “Defendants”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-

Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policy.

8. At all relevant times, Defendants were the employer of Plaintiff and the other aggrieved employees within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

9. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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

GENERAL ALLEGATIONS

11. Defendants, jointly and severally, employed Plaintiff for the span of approximately four months in 2019, and again from approximately October 2021 to approximately January 2023. During her employment with Defendants, Plaintiff worked at their locations in Woodland Hills, Roseville, and Torrance, California. Plaintiff held various positions during her employment with Defendants, including social media manager, shift lead, lead supervisor, and general manager. Plaintiff earned non-discretionary bonuses, commissions, and/or incentive pay.

12. Upon hire, Defendants initially classified Plaintiff as an hourly-paid, non-exempt employee. From approximately April 22, 2022 through approximately November 10, 2022, Defendants misclassified Plaintiff as a salaried, exempt employee. From approximately November 11, 2022 until the end of her employment, Plaintiff was reclassified back to an hourly-paid, non-exempt employee.

13. Plaintiff did not customarily and regularly exercise discretion and independent

1 judgment in matters of consequence to Defendants' business and was not "primarily engaged" (i.e.,
2 more than one-half of Plaintiff's work time) in duties which meet the test for exempt work.
3 Furthermore, Plaintiff did not spend at least half of her work time doing office or non-manual work
4 directly related to managerial policies or the general business operations of Defendants. Therefore,
5 Plaintiff was entitled to receive certain wages for overtime compensation, but was not paid for all
6 overtime hours worked because Defendants misclassified her as "exempt." In addition, due to
7 Defendants' misclassification of Plaintiff as exempt, Defendants failed to provide her meal and rest
8 periods, failed to timely pay wages during employment, failed to timely pay wages upon termination
9 of employment, failed to keep accurate payroll records, and failed to issue accurate itemized wage
10 statements.

11 14. Additionally, during the time periods when Defendants classified Plaintiff as an hourly-
12 paid, non-exempt employee, Defendants failed to pay her for all hours worked and missed meal
13 periods and rest breaks in violation of California law.

14 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known that, at all times during her employment, Plaintiff was entitled to receive at least
16 minimum wages for hours worked and that Plaintiff was not receiving minimum wages for all hours
17 worked.

18 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that, at all times during her employment, Plaintiff was entitled to receive certain
20 wages for overtime compensation and that Plaintiff was not receiving certain wages for overtime
21 compensation.

22 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
23 include non-discretionary bonuses, commissions, and/or incentives in the calculation of the regular
24 rate of pay used to calculate the overtime rate for the payment of overtime wages when Plaintiff earned
25 non-discretionary bonuses, commissions, and/or incentives and overtime wages in the same pay
26 period.

27 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
28 should have known that, at all times during her employment, Plaintiff was entitled to receive all meal

1 periods or payment of one (1) additional hour of pay at Plaintiff's regular rate of compensation when
2 Plaintiff was not provided with an uninterrupted meal period of no less than thirty (30) minutes for a
3 work period of more than five hours per day, and that Plaintiff did not receive all meal periods or
4 payment of one (1) additional hour of pay at Plaintiff's regular rate of compensation when a meal
5 period was missed, shortened, taken late, and/or interrupted.

6 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
7 should have known that, at all times during her employment, Plaintiff was entitled to receive all rest
8 periods or payment of one (1) additional hour of pay at Plaintiff's regular rate of compensation when
9 Plaintiff was not provided with an uninterrupted rest period of no less than ten (10) minutes for every
10 four hours, or major fraction thereof, worked, and that Plaintiff did not receive all rest periods or
11 payment of one (1) additional hour of pay at Plaintiff's regular rate of compensation when a rest period
12 was missed, shortened, taken late, and/or interrupted.

13 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that Plaintiff was entitled to timely payment of wages during her employment. In
15 violation of the California Labor Code, Plaintiff did not receive payment of all wages, including, but
16 not limited to, overtime wages, minimum wages, meal period premium wages, and rest period
17 premium wages within permissible time periods.

18 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that Plaintiff was entitled to receive all wages upon termination of employment,
20 including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest
21 period premium wages.

22 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff was entitled to receive complete and accurate wage statements
24 in accordance with California law, but, in fact, Plaintiff did not receive complete and accurate wage
25 statements from Defendants.

26 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
27 or should have known that Defendants had to keep complete and accurate payroll records for
28 Plaintiff in accordance with California law, but, in fact, did not keep complete and accurate payroll

1 records.

2 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
3 or should have known that Plaintiff was entitled to reimbursement for necessary business-related
4 expenses, but, in fact, did not reimburse Plaintiff for necessary business-related expenses.

5 **PAGA ALLEGATIONS**

6 25. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
7 Defendants.

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

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

16 28. Plaintiff was employed by Defendants and the alleged violations were committed
17 against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
18 the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c)
19 in that they are all current or former employees of Defendants, and one or more of the alleged
20 violations were committed against them.

21 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
22 in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt
23 employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and missed meal
24 periods and rest breaks in violation of California law.

25 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
26 in a uniform policy and systematic scheme of wage abuse against their exempt employees. This
27 scheme involved, *inter alia*, misclassifying these positions as exempt employees for purposes of the
28 payment of overtime compensation when, in fact, they were non-exempt employees according to

1 California law. Plaintiff and the other salaried aggrieved employees did not customarily and regularly
2 exercise discretion and independent judgment in matters of consequence to Defendants' business and
3 were not "primarily engaged" (i.e., more than one-half of the employee's work time) in duties which
4 meet the test for exempt work. Furthermore, Plaintiff and the other salaried aggrieved employees did
5 not spend at least half of their work time doing office or non-manual work directly related to
6 managerial policies or the general business operations of Defendants. Therefore, Plaintiff and other
7 salaried aggrieved employees were entitled to receive certain wages for overtime compensation, but
8 they were not paid for all overtime hours worked because Defendants misclassified them as "exempt."
9 In addition, due to Defendants' misclassification of Plaintiff and the salaried aggrieved employees as
10 exempt, Defendants failed to provide meal and rest periods, failed to timely pay wages during
11 employment, failed to timely pay wages upon termination of employment, failed to keep accurate
12 payroll records, and failed to issue accurate itemized wage statements as described above.

13 31. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
14 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
15 have been met:

- 16 (a) The aggrieved employee shall give written notice by online submission (hereinafter
17 "Employee's Notice") to the Labor & Workforce Development Agency
18 (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific
19 provisions of the California Labor Code alleged to have been violated, including
20 the facts and theories to support the alleged violations.
- 21 (b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and
22 the aggrieved employee by certified mail that it does not intend to investigate the
23 alleged violation within sixty (60) calendar days of the postmark date of the
24 Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is
25 not provided within sixty-five (65) calendar days of the postmark date of the
26 Employee's Notice, the aggrieved employee may commence a civil action pursuant
27 to California Labor Code section 2699 to recover civil penalties in addition to any
28 other penalties to which the employee may be entitled.

32. On January 13, 2023, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant HALLIER INVESTMENTS, LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff's notice was brought on behalf of all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California during the relevant statutory period as well as all current and former employees who were misclassified as salaried exempt and who worked for Defendants in the State of California during the relevant statutory period. Plaintiff did not receive an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

33. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, and 1197.1

(Against HALLIER INVESTMENTS, LLC and DOES 1-25)

34. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

35. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage shall be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

36. During the relevant time period, Defendants failed to pay minimum wages to Plaintiff as required pursuant to California Labor Code. Defendants' failure to pay minimum wages included their failure to pay Plaintiff for time spent performing work duties off-the-clock, including, but not limited to, time spent travelling for work, responding to work-related phone calls, emails, and text messages.

37. Defendants' failure to pay the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff is entitled to recover the

unpaid balance of her minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

38. Pursuant to California Labor Code section 1197.1, Plaintiff is entitled to recover a penalty of \$100.00 for the initial failure to timely pay minimum wages, and \$250.00 for each subsequent failure to pay minimum wages.

39. Pursuant to California Labor Code section 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 510, 1194, and 1198

(Against HALLIER INVESTMENTS, LLC and DOES 1-25)

40. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

41. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

42. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay Plaintiff at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

43. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

44. At all relevant times, California Labor Code section 1194 has provided that an employee receiving less than the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

45. During the relevant time period, Plaintiff worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, performing work duties for which she was not paid, including, but not limited to, time spent travelling for work, responding to work-related phone calls, emails, and text messages.

46. During the relevant time period, Defendants failed to include non-discretionary bonuses, commissions, and/or incentives in the calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages when Plaintiff earned non-discretionary bonuses, commissions, and/or incentives and overtime wages in the same pay period.

47. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff.

48. Defendants' failure to pay Plaintiff overtime wages violates California Labor Code sections 510 and 1198, and is therefore unlawful.

49. Pursuant to California Labor Code section 1194, Plaintiff is entitled to recover her unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 512(a)

(Against HALLIER INVESTMENTS, LLC and DOES 1-25)

50. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

51. At all relevant times set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 and 512(a) were applicable to Plaintiff's employment by Defendants.

52. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

53. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no

1 more than six (6) hours, the meal period may be waived by mutual consent of both the employer and
2 employee.

3 54. During the relevant time period, Plaintiff, who was scheduled to work for a period of
4 time no longer than six (6) hours, and who did not waive her legally-mandated meal periods by
5 mutual consent, was required to work for periods longer than five (5) hours without an uninterrupted
6 meal period of not less than thirty (30) minutes.

7 55. During the relevant time period, Plaintiff, who was scheduled to work for a period of
8 time in excess of six (6) hours, was required to work for periods longer than five (5) hours without an
9 uninterrupted meal period of not less than thirty (30) minutes.

10 56. During the relevant time period, Defendants intentionally and willfully required
11 Plaintiff to work during meal periods.

12 57. During the relevant time period, Defendants failed to pay Plaintiff the full meal period
13 premium due pursuant to California Labor Code section 226.7.

14 58. Defendants' conduct violates the applicable IWC Wage Order and California Labor
15 Code sections 226.7 and 512(a).

16 59. Pursuant to the applicable IWC Wage Order and California Labor Code section
17 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at her regular rate
18 of compensation for each work day that a meal period was not provided and a meal period premium
19 was not paid.

20 **FOURTH CAUSE OF ACTION**

21 **Violation of California Labor Code § 226.7**

22 **(Against HALLIER INVESTMENTS, LLC and DOES 1-25)**

23 60. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in all preceding paragraphs.

25 61. At all relevant times set forth herein, the applicable IWC Wage Order and California
26 Labor Code section 226.7 were applicable to Plaintiff's employment by Defendants.

27 62. At all relevant times set forth herein, California Labor Code section 226.7 provides that
28 no employer shall require an employee to work during any rest period mandated by an applicable order

1 of the California IWC.

2 63. At all relevant times set forth herein, the applicable IWC Wage Order provides that
3 “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period” and that the “rest period time shall be based
5 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
6 fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

7 64. California Labor Code section 558.1 provides that an employer or a natural person who
8 is an owner, director, officer, or managing agent of the employer, and who violates or causes to be
9 violated Labor Code section 226.7 may be held liable as the employer for such violation.

10 65. During the relevant time period, Defendants required Plaintiff to work four (4) or more
11 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period
12 worked.

13 66. During the relevant time period, Defendants willfully required Plaintiff to work during
14 rest periods.

15 67. During the relevant time period, Defendants failed to pay Plaintiff the full rest period
16 premium due pursuant to California Labor Code section 226.7.

17 68. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code
18 section 226.7.

19 69. Pursuant to the applicable IWC Wage Orders and California Labor Code section
20 226.7(c), Plaintiff is entitled to recover from Defendants one additional hour of pay at her regular rate
21 of compensation for each work day that a rest period was not provided and a rest period premium was
22 not paid.

23 **FIFTH CAUSE OF ACTION**

24 **Violation of California Labor Code § 226(a)**

25 **(Against HALLIER INVESTMENTS, LLC and DOES 1-25)**

26 70. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

28 71. At all relevant times set forth herein, California Labor Code section 226(a) provides

1 that every employer shall furnish each of its employees an accurate itemized statement in writing
2 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
3 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
4 deductions, provided that all deductions made on written orders of the employee may be aggregated
5 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
6 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
7 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
8 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
9 The deductions made from payments of wages shall be recorded in ink or other indelible form,
10 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
11 deductions shall be kept on file by the employer for at least three years at the place of employment or
12 at a central location within the State of California.

13 72. At all relevant times set forth herein, Defendants have intentionally and willfully failed
14 to provide Plaintiff with accurate itemized wage statements. The deficiencies include, but are not
15 limited to, Defendants' failure to list the correct number of total hours worked (including time spent
16 working off-the-clock) at the correct hourly rates of pay, the correct amount of wages earned, the
17 correct amount of meal period premium wages earned, and the correct amount of rest period premium
18 wages earned.

19 73. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
20 has suffered injury and damage to her statutorily-protected rights.

21 74. More specifically, Plaintiff has been injured by Defendants' intentional and willful
22 violation of California Labor Code section 226(a) because she was denied both her legal right to
23 receive, and her protected interest in receiving, accurate and itemized wage statements pursuant to
24 California Labor Code section 226(a).

25 75. Plaintiff is entitled to recover from Defendants the greater of her actual damages caused
26 by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty
27 not exceeding four thousand dollars.

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1 **SIXTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 201 and 203**

3 **(Against HALLIER INVESTMENTS, LLC and DOES 1-25)**

4 76. Plaintiff incorporates herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 77. At all relevant times set forth herein, California Labor Code section 201 has provided
7 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are
8 due and payable immediately.

9 78. California Labor Code section 203 provides that if an employer willfully fails to pay
10 wages owed, in accordance with section 201, then the wages of the employee shall continue as a
11 penalty from the due date thereof at the same rate until paid or until an action is commenced; but the
12 wages shall not continue for more than thirty (30) days.

13 79. Defendants intentionally and willfully failed to pay Plaintiff her wages, earned and
14 unpaid, at the time of her discharge, including unpaid minimum wages, overtime wages, meal period
15 premiums, and rest period premiums.

16 80. Plaintiff is entitled to recover from Defendants the statutory penalty wages for each day
17 she was not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

18 **SEVENTH CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 2800 and 2802**

20 **(Against HALLIER INVESTMENTS, LLC and DOES 1-25)**

21 81. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in all preceding paragraphs.

23 82. Pursuant to California Labor Code sections 2800 and 2802, an employer must
24 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
25 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
26 consequence of his or her obedience to the directions of the employer.

27 83. Plaintiff incurred necessary business-related expenses and costs that were not fully
28 reimbursed by Defendants, including business meals, travel expenses, and the use of her personal cell

1 phone and laptop.

2 84. Defendants intentionally and willfully failed to reimburse Plaintiff for all necessary
3 business-related expenses and costs. Plaintiff and is entitled to recover from Defendants her business-
4 related expenses and costs incurred during the course and scope of her employment, plus interest
5 accrued from the date on which Plaintiff incurred the necessary expenditures at the same rate as
6 judgments in civil actions in the State of California.

7 **EIGHTH CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 17200, et seq.**

9 **(Against HALLIER INVESTMENTS, LLC and DOES 1-25)**

10 85. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in all preceding paragraphs.

12 86. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
13 and harmful to Plaintiff, the general public, and Defendants' competitors. Accordingly, Plaintiff seeks
14 to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure
15 section 1021.5.

16 87. Defendants' activities as alleged herein are violations of California law, and constitute
17 unlawful business acts and practices in violation of California Business & Professions Code section
18 17200, et seq.

19 88. A violation of California Business & Professions Code section 17200, et seq. may be
20 predicated on the violation of any state or federal law. Moreover, Defendants' policies and practices
21 of requiring employees, including Plaintiff, to work without paying them proper compensation violates
22 California Labor Code sections 510, 1194, 1197, 1197.1 and 1198. Additionally, Defendants' policies
23 and practices of requiring employees, including Plaintiff, to work through their meal and rest periods
24 without paying them proper compensation violate California Labor Code sections 226.7 and 512(a).
25 Defendants also violated California Labor Code sections 201, 202, 203, 204, 226, 1174(d), 2800 and
26 2802.

27 89. As a result of the herein described violations of California law, Defendants unlawfully
28 gained an unfair advantage over other businesses.

90. Plaintiff has been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

91. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the date of the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

Violation of California Labor Code §§ 2698, et seq.

(Against HALLIER INVESTMENTS, LLC and DOES 1-25)

92. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

93. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

94. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty;

95. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Minimum Wages

96. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the aggrieved

employees any wages for time spent working “off-the-clock” performing duties, including, but not limited to, time spent travelling for work, and responding to work-related phone calls, emails, and text messages.

97. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Pay Overtime

98. California Labor Code section 1198 and the applicable IWC Wage Order have provided that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

99. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

100. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

101. California Labor Code section 510 codifies the right to overtime compensation at one-and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

102. During the relevant time period, Plaintiff and aggrieved employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week performing work duties “off-the-clock,” including, but not limited to time spent travelling for work, and responding to work-related phone calls, emails, and text messages.

103. Plaintiff and the aggrieved employees earned non-discretionary bonuses,

1 commissions, and/or incentive pay.

2 104. Defendants failed to include non-discretionary bonuses, commissions, and/or incentive
3 pay in the calculation of the regular rate of pay used to calculate the overtime rate for the payment of
4 overtime wages when Plaintiff and the aggrieved employees earned non-discretionary bonuses,
5 commissions, and/or incentives and overtime wages in the same pay period.

6 105. Defendants' failure to pay legally required overtime wages to Plaintiff and the other
7 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
8 prohibited by California Labor Code sections 510 and 1198.

9 **Failure to Provide Meal Periods**

10 106. At all relevant times herein set forth, California Labor Code section 226.7 has provided
11 that no employer shall require an employee to work during any meal period mandated by an applicable
12 IWC Order.

13 107. At all relevant times herein set forth, California Labor Code section 512(a) has
14 provided that an employer may not require, cause, or permit an employee to work for a period of more
15 than five (5) hours per day without providing the employee with a meal period of not less than thirty
16 (30) minutes, except that if the total work period per day of the employee is not more than six (6)
17 hours, the meal period may be waived by mutual consent of both the employer and the employee.

18 108. During the relevant time period, Plaintiff and aggrieved employees who were
19 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally
20 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
21 without a meal period of not less than thirty (30) minutes.

22 109. During the relevant time period, Plaintiff and the aggrieved employees,
23 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
24 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
25 minutes.

26 110. During the relevant time period, Plaintiff and the aggrieved employees,
27 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
28 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were

1 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
2 not less than thirty (30) minutes.

3 111. During the relevant time period, Plaintiff and the aggrieved employees,
4 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
5 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
6 thirty (30) minutes.

7 112. During the relevant time period, Defendants willfully required Plaintiff and the
8 aggrieved employees to work during meal periods and failed to compensate Plaintiff and aggrieved
9 employees for work performed during meal periods.

10 113. Defendants failed to pay Plaintiff and the aggrieved employees the full meal period
11 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
12 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
13 to incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
14 employees in the regular rate of compensation.

15 114. Defendants' failure to provide legally required meal periods to Plaintiff and the other
16 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
17 prohibited by California Labor Code sections 226.7 and 512(a).

18 **Failure to Provide Rest Periods**

19 115. At all relevant times, California Labor Code section 226.7 has provided that no
20 employer shall require an employee to work during any rest period mandated by an applicable order
21 of the California IWC.

22 116. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
23 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
24 the middle of each work period" and that the "rest period time shall be based on the total hours worked
25 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
26 the total daily work time is less than three and one-half (3½) hours.

27 117. Pursuant to the applicable IWC Wage Order and California Labor Code section
28 226.7(b), Plaintiff and the aggrieved employees are entitled to recover from Defendants one (1)

1 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
2 the rest period was not provided.

3 118. During the relevant time period, Defendants required Plaintiff and the aggrieved
4 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
5 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
6 period, Defendants willfully required Plaintiff and the aggrieved employees to work during rest
7 periods.

8 119. Defendants failed to pay Plaintiff and aggrieved employees the full rest period premium
9 due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely,
10 uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
11 incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
12 employees in the regular rate of compensation.

13 120. Defendants' failure to provide legally required rest periods to Plaintiff and the other
14 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
15 prohibited by California Labor Code section 226.7.

16 **Failure to Timely Pay Wages Upon Termination**

17 121. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
18 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
19 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
20 at the time of discharge are due and payable immediately. California Labor Code section 202
21 mandates that if an employee quits, his or her wages shall become due and payable not later than
22 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
23 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
24 quitting.

25 122. California Labor Code section 203 provides that if an employer willfully fails to pay,
26 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
27 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
28 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not

1 continue for more than thirty (30) days.

2 123. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees
3 upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or
4 unfair activity prohibited by California Labor Code sections 201 and 202.

5 **Failure to Timely Pay Wages During Employment**

6 124. At all relevant times herein set forth, California Labor Code section 204 has provided
7 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
8 any calendar month, other than those wages due upon termination of an employee, are due and payable
9 between the 16th and the 26th day of the month during which the labor was performed.

10 125. At all times herein set forth, California Labor Code section 204 has provided that all
11 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
12 calendar month, other than those wages due upon termination of an employee, are due and payable
13 between the 1st and the 10th day of the following month.

14 126. At all times herein set forth, California Labor Code section 204 has provided that all
15 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
16 the next regular payroll period.

17 127. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees
18 during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair
19 activity prohibited by California Labor Code section 204.

20 **Failure to Provide Complete and Accurate Wage Statements**

21 128. At all relevant times set forth herein, California Labor Code section 226(a) provides
22 that every employer shall furnish each of its employees an accurate itemized statement in writing
23 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
24 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may be aggregated
26 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
27 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
28 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
2 The deductions made from payments of wages shall be recorded in ink or other indelible form,
3 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
4 deductions shall be kept on file by the employer for at least three years at the place of employment or
5 at a central location within the State of California.

6 129. Defendants' failure to provide complete and accurate wage statements to Plaintiff and
7 the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful
8 and/or unfair activity prohibited by California Labor Code section 226(a). The deficiencies include,
9 but are not limited to, Defendants' failure to list the correct number of total hours worked (including
10 time spent working off-the-clock) at the correct hourly rates of pay, the correct amount of wages
11 earned, the correct amount of meal period premium wages earned, and the correct amount of rest
12 period premium wages earned.

13 **Failure to Keep Complete and Accurate Payroll Records**

14 130. At all relevant times set forth herein, California Labor Code section 1174(d) has
15 required an employer to keep, at a central location in the state or at the plants or establishments at
16 which employees are employed, payroll records showing the hours worked daily by and the wages
17 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
18 employed at the respective plants or establishments. These records shall be kept in accordance with
19 rules established for this purpose by the commission, but in any case shall be kept on file for not less
20 than two years.

21 131. Defendants have intentionally and willfully failed to keep accurate and complete
22 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the aggrieved
23 employees.

24 132. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
25 and the aggrieved employees have suffered injury and damage to their statutorily-protected rights.

26 133. More specifically, Plaintiff and the aggrieved employees have been injured by
27 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
28 were denied both their legal right and protected interest, in having available, accurate and complete

1 payroll records pursuant to California Labor Code section 1174(d).

2 134. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff
3 and the other aggrieved employees in accordance with California Labor Code section 1174(d)
4 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

5 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

6 135. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
8 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
9 consequence of his or her obedience to the directions of the employer.

10 136. Plaintiff and the aggrieved employees incurred necessary business-related expenses
11 and costs that were not fully reimbursed by Defendants, including, but not limited to, business meals,
12 travel expenses, and the use of personal cell phones and computers.

13 137. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
14 necessary business-related expenses and costs in accordance with California Labor Code sections 2800
15 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections
16 2800 and 2802.

17 138. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf
18 of all aggrieved employees, requests and is entitled to recover from Defendants and each of them,
19 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties
20 pursuant to PAGA against Defendants, and each of them, including but not limited to:

21 (a) Penalties under California Labor Code section 2699 in the amount of a hundred
22 dollars (\$100) for each aggrieved employee per pay period for the initial violation,
23 and two hundred dollars (\$200) for each aggrieved employee per pay period for
24 each subsequent violation;

25 (b) Penalties under California Code of Regulations Title 8 section 11010 et seq. in the
26 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
27 initial violation, and one hundred dollars (\$100) for each aggrieved employee per
28 pay period for each subsequent violation;

1 (c) Penalties under California Labor Code section 210 in addition to, and entirely
2 independent and apart from, any other penalty provided in the California Labor
3 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per
4 pay period for the initial violation, and two hundred dollars (\$200) for each
5 aggrieved employee per pay period for each subsequent violation; and

6 (d) Any and all additional penalties and sums as provided by the California Labor Code
7 and/or other statutes.

8 139. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
9 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
10 Workforce Development Agency for the enforcement of labor laws and education of employers and
11 employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved
12 employees.

13 140. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
14 pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

15 **DEMAND FOR JURY TRIAL**

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

17 **PRAYER FOR RELIEF**

18 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

- 19 1. For general and compensatory damages in an amount according to proof at trial;
20 2. For general unpaid wages and such general and special damages as may be appropriate;
21 3. For general unpaid wages at overtime wage rates and such general and special damages
22 as may be appropriate;
23 4. For statutory wage penalties pursuant to California Labor Code section 1197.1 in an
24 amount according to proof at trial;
25 5. For liquidated damages pursuant to California Labor Code section 1194(a);
26 6. For meal and rest period premium wages pursuant to California Labor Code section
27 226.7(c);
28 7. For statutory wage penalties pursuant to California Labor Code section 203;

