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9 on behalf of herself and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN LUIS OBISPO**

12 SOPHIA CLAIRE ORTIZ, an individual, on
13 behalf of herself and others similarly situated,

14 Plaintiff,

15 vs.

16 CAL POLY CORPORATION dba CAL POLY
17 PARTNERS, a California nonprofit
18 corporation; and DOES 1 through 50, inclusive,

19 Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime under Labor Code § 510;
3. Meal Period Liability, Labor Code § 226.7;
4. Rest-Break Liability, Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 221;
10. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff SOPHIA CLAIRE ORTIZ (hereinafter “Plaintiff”), on behalf of herself and all other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”) complains of Defendants as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former Employees
7 within the State of California who, at any time four years prior to the filing of this lawsuit, are or
8 were employed as non-exempt, hourly employees by Defendants CAL POLY CORPORATION dba
9 CAL POLY PARTNERS, a California nonprofit corporation, and DOES 1 through 50 (all defendants
10 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants violated
11 various provisions of the California Labor Code, relevant orders of the Industrial Welfare
12 Commission (IWC), and California Business & Professions Code, and seeks redress for these
13 violations.

14 2. Plaintiff worked as a Research Assistant and General Lab Manager at one of
15 Defendants’ facilities and locations in California. She and the other Class members were employed
16 by Defendants as non-exempt, hourly employees at Defendants’ locations and facilities in California,
17 including in positions related to the collection of soil samples, extraction of DNA from samples
18 collected for senior projects, coordination and supervision of students, and maintenance of lab
19 cleanliness and compliance of protocols. Plaintiff worked at Defendants’ behest without being paid
20 all wages due and without being provided all required breaks. More specifically, Plaintiff and the
21 other similarly situated Class members were employed by Defendants and shared similar job duties
22 and responsibilities, were subjected to the same policies and practices, and endured similar violations
23 at the hands of Defendants as the other Employees who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
25 and failed to record accurate time worked by these Employees, failed to pay them at the appropriate
26 rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and
27 provided Plaintiff and the Class members with inaccurate wage statements that prevented them from
28 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class

1 with lawful meal and rest periods, as Employees were required to remain under Defendants' control
2 and were not provided with the opportunity to take full uninterrupted, timely, and duty-free rest
3 periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC
4 Wage Orders.

5 4. Defendant CAL POLY CORPORATION ("CPC") is a California corporation that
6 lists its principal address with the California Secretary of State in San Luis Obispo County, California.
7 The wage statements issued to Plaintiff from Defendants, and upon information and belief the other
8 Class members, listed "Cal Poly Corporation" as the employer. Upon information and belief, CPC
9 has registered and is listed to do business as "CAL POLY PARTNERS." Furthermore, CPC's
10 website states "Cal Poly Corporation, which has proudly served Cal Poly for over 80 years as a
11 mission-driven nonprofit enabling faculty research and supporting a Learn by Doing experience for
12 students, is being renamed Cal Poly Partners."

13 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
15 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
16 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
17 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
18 liabilities giving rise to this lawsuit occurred, at least in part, in San Luis Obispo County, where
19 Defendants conduct business and are headquartered and employ Plaintiff and other Class members.

20 6. The true names and capacities, whether individual, corporate, associate, or whatever
21 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
22 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
23 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
24 herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some manner for
25 the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
26 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when
27 their identities become known.

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

8. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

9. During the course of Plaintiff and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as research assistants, general lab managers, and other lab personnel based out of Defendants' facilities

1 in California.

2 10. For much of her employment, Plaintiff was employed by Defendants as a Research
3 Assistant and General Lab Manager at Defendants' facility in San Luis Obispo, California. Plaintiff
4 generally worked over forty or more hours per week, five days per week, which resulted in shifts of
5 approximately eight to ten hours in duration. Plaintiff's scheduled hours generally ran from 8:00 a.m.
6 through 4:30 p.m.

7 11. The nature of Defendants' operations and its policies and practices require that
8 Employees endure significant off-the-clock work. At least 10-15 minutes prior to her scheduled start
9 time, Plaintiff would conduct work-related tasks, such as checking the lab equipment and
10 communicating with the students regarding the daily work plan. Moreover, at least 10-15 minutes
11 after the end of her scheduled shift, Plaintiff would conduct work-related tasks, such as responding
12 to emails and text messages from the professors regarding the work conducted that day. Furthermore,
13 during the course of the workday, Plaintiff was required to keep her personal cellphone on her at all
14 times, including her meal periods and rest periods, in order to promptly respond to Defendants' calls,
15 texts, and emails regarding work-related duties, resulting in additional off-the-clock work.

16 12. Despite their obligation to maintain accurate timekeeping records for hours worked
17 by Plaintiff and the Class Members, Defendants maintained a uniformly applied policy and practice
18 across their locations and worksites of improperly recording timekeeping entries for Plaintiff's and
19 the Class Members' shifts and meal start and end times, resulting in their failure to maintain them
20 and payroll records. Defendants' laboratories included timekeeping systems that recorded time
21 punches by Employees logging into the "Helios" program on Defendants' computers and manually
22 recording their time entries. However, when Plaintiff worked in excess of eight hours in a day,
23 Defendant would require Plaintiff to allocate the time after eight hours to another workday, in a
24 concerted effort by Defendants to avoid proper payment of overtime wages.

25 13. Due to the heavy volume of work, Plaintiff was habitually compelled to work through
26 parts of her meal periods in order to complete her work. Plaintiff was required at times to input to
27 "Helios" that she took a thirty-minute meal period for the workday despite working through her meal
28 period, rather than taking a duty-free meal period as required under the Labor Code. As a result of

1 Defendants' heavy workload demands, employees were required to work additional hours that were
2 often uncompensated or otherwise underpaid.

3 14. If Plaintiff failed to complete all her work during her scheduled hours, she would be
4 forced to incur overtime hours, which Defendants' disapproved of and rarely authorized. Thus, rather
5 than paying Plaintiff for overtime hours worked at the overtime rate, any potential overtime hours
6 worked by Plaintiff would be "allocated" and recorded as regular hours on another workday to avoid
7 incurring overtime that Defendants would not approve and pay. These additional hours worked
8 generally went under compensated despite the fact Plaintiff was under Defendants' control or
9 otherwise required to continue performing job duties or was standing by to perform them. Plaintiff
10 and other Employees' rest breaks were also routinely interrupted or not provided at all due to pressing
11 work demands. Due to the heavy workload demand, Employees were generally not permitted to take
12 any rest breaks.

13 15. Defendants followed similar unlawful practices, upon information and belief, in
14 connection with other Employees in a concerted effort to limit and restrict regular and overtime hours
15 earned by and owing to Plaintiff and the other Class members by changing time records to reflect
16 hours in excess of eight hours per day being "allocated" to another workday in order to avoid proper
17 payment of overtime wages. Time worked off the clock also caused Plaintiff and other Class
18 members to work beyond eight hours in a shift. As a result of the above-described off the clock work
19 and Defendant's manipulation of pay records, Defendants failed to pay Plaintiff and Class members
20 overtime before and at the end of work shifts which Defendants did not record in any timekeeping
21 or payroll records. Defendants thus both failed to pay overtime hours and failed to compensate them
22 at the correct premium rates.

23 16. Plaintiff was therefore not paid for all her hours worked at the required minimum,
24 overtime and double time wage rates due to Defendants' policy and practice of requiring her to work
25 off the clock and without pay. With work shifts generally scheduled for eight hours or more, this
26 unpaid off the clock work resulted in Plaintiff and the Class members working past eight hours on a
27 shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.
28 Defendants thus systematically underpaid Plaintiff and the Class members by failing to pay them at

1 the required overtime rates for all hours over eight in a work shift or over forty in a work week, and
2 all hours over twelve in a day at the required double time rate. Upon information and belief, the Class
3 members were bound by similar scheduling and work policies which Defendants required them to
4 follow and endured similar violations at Defendants' hands as Plaintiff.

5 17. As a result of the above-described unlawful requirements to work off the clock, the
6 failure to accurately record all hours worked and the other wage violations they endured at
7 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and all
8 wages owed to them by Defendants, including when working more than eight hours in any given day
9 and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and
10 practices, Plaintiff and Class members incurred overtime hours worked for which they were not
11 adequately and completely compensated, in addition to the hours they were required to work off the
12 clock at their regular rates.

13 18. The failure to pay for all hours worked and underpayment of wages to Plaintiff and
14 the Class members is and has been a direct consequence of Defendants' unlawful compensation
15 policies and practices, which upon information and belief applied uniformly to the Class members
16 working at Defendants' locations and facilities. As a result of the above-described unlawful
17 requirements to work off the clock, the failure to accurately record all hours worked and pay wages
18 at the correct rates, the failure to compensate employees for time under Defendants' control and the
19 other wage violations they endured at Defendants' hands, Plaintiff and the Class members were not
20 properly paid all wages earned and all wages owed to them by Defendants, including when working
21 more than eight hours in any given day and/or more than forty hours in any given week.

22 19. Therefore, from at least four years prior to the filing of this lawsuit and continuing to
23 the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
24 worked and failing to pay minimum wages for all time worked, as required by California law.
25 Defendants thus followed a consistent policy or practice of failing to pay Employees overtime
26 compensation at the correct premium overtime rates for all hours worked in excess of eight hours a
27 day and/or forty hours a week and double-time rates for all hours worked in excess of twelve hours
28 a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

1 20. Defendants also failed to provide Plaintiff and the Class members with their required
2 meal periods and the at least two ten-minute rest breaks required for scheduled shifts of eight hours.
3 Demanding workloads contributed to Defendants' common policy of failing to provide lawful meal
4 periods to Plaintiff and the Class members, as required under the Labor Code and Paragraph 11 of
5 the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff
6 and the employee Class Members to take all required 10-minute rest breaks, as required under the
7 Labor Code and Paragraph 12 of the IWC Wage Order(s).

8 21. More specifically, Plaintiff worked shifts that entitled her to at least one meal period,
9 but Defendants' managers required Plaintiff and the Class members to prioritize work over taking
10 lawful meal periods. Defendants failed to designate adequate times for Plaintiff and the Class
11 members to take meal period, which led to systematically missed meal periods, or on-duty meal
12 periods that were incessantly interrupted by management demands and required job duties and tasks.
13 The heavy workload and management expectations also contributed to Employees working through
14 meal periods or not taking them or taking them late so work could be accomplished, or they were
15 otherwise required to remain under Defendants' control during meal periods. Therefore, meal period
16 violations systematically occurred throughout all of Plaintiff's work shifts where Defendants failed
17 to provide a lawful meal period and failed to provide a meal premium payment. Upon information
18 and belief, the other Class members were subjected to similar unlawful policies and practices and
19 endured similar violations as Plaintiff.

20 22. Defendants thus failed to provide all the legally required unpaid, off-duty meal
21 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
22 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
23 members were required to perform work as ordered by Defendants or otherwise remain under
24 Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often
25 required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks.
26 Additionally, as addressed above, Defendants followed a practice of requiring off the clock work
27 that would impact when Employees were to receive meal periods and failed to accurately and
28 contemporaneously record meal start and end times, thus leading to further systematic violations

1 arising from Defendants' uniformly applied and unlawful policies and practices. As a result,
2 Defendants' failure to provide Plaintiff and the Class members with all legally required off-duty,
3 unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced
4 by Defendants' business records, or lack thereof.

5 23. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at
6 each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants
7 failed to provide or deficiently provided. To the extent Plaintiff and the Class members worked shifts
8 of over ten hours, upon information and belief Defendants failed to provide them with a second
9 required meal period.

10 24. Therefore, for at least four years prior to the filing of this action and through to the
11 present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not
12 provided with the opportunity to take required meal breaks due to Defendants' policies and practices.
13 On the occasions when Plaintiff and the Class members were provided with a meal period, it was
14 often untimely or interrupted, or was impermissibly shortened, and Employees were not provided
15 with one hour's wages in lieu thereof. Meal period violations thus occurred in one or more of the
16 following manners:

- 17 (a) Class members were not provided full thirty-minute duty free meal periods
18 for work days in excess of five hours and were not compensated one hour's
19 wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7,
20 512, and the applicable Industrial Welfare Commission Wage Order(s);
- 21 (b) Meal periods were provided after five hours of continuous work during a shift;
- 22 (c) Class members were restricted in their ability to take a full thirty-minute meal
23 period and to remain under Defendants' control during meal periods;
- 24 (d) Class members were required to work through at least part of their daily meal
25 period(s); and
- 26 (e) Class members were not provided second full thirty-minute duty free meal
27 periods for work days in excess of ten hours.

1 25. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff
2 and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift
3 work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks
4 that Plaintiff and the Class members were unable to take as with meal periods. Defendants made no
5 efforts or provided no emphasis on authorizing and permitting Employees to take net ten-minute rest
6 breaks for every four hours of work.

7 26. Given the heavy workload demands she faced and Defendants' failure to permit
8 employees to take breaks, Plaintiff was compelled remain under Defendants' control and perform
9 job-related duties during times when she was supposed to be enjoying a duty-free rest break. By
10 uniformly requiring Plaintiff and the other similarly situated co-workers to remain under Defendants'
11 control during rest breaks, Defendants committed systematic and ongoing rest break violations.

12 27. Defendants' management did not emphasize the requirement to provide at least one
13 ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and
14 when Plaintiff was permitted to take a ten-minute rest break on a shift, she was not permitted to take
15 a second one or a third one or any breaks were untimely or impermissibly shortened. Further
16 violations occurred as Plaintiff and the Class members were required to remain under Defendants'
17 control by not being able to leave the premises and by Defendants' requirement that they remain
18 ready to respond to work requirements and job demands, thus requiring Employees to unlawfully
19 remain under Defendants' control during rest breaks.

20 28. Defendants thus failed to authorize and permit Class members to take all their
21 required rest breaks. Plaintiff and the other similarly situated Class members were either not
22 authorized permitted the opportunity to take a rest break, or were required to remain under
23 Defendants' control and respond to instructions and job demands. Defendants also failed to authorize
24 and permit Employees to leave the property premises during rest breaks, or else prevented them from
25 doing so, thus further evidencing Defendants' policy and practice of requiring Plaintiff and the Class
26 members to remain under their control during required off-duty rest breaks.

27 29. Defendants' policies and practices thus systematically deny and denied Plaintiff and
28 the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods.

1 The California Supreme Court has instructed that the rest period requirement obligates employers to
2 permit and authorize employees to take-off-duty rest periods. That is, during rest periods employers
3 must relieve employees of all duties and relinquish control over how employees spend their time.
4 Plaintiff and the Class members were and are under Defendants' control when they are working
5 through rest breaks, and Defendants failed to schedule or account for required first, second, and third
6 rest breaks during the shifts Plaintiff and the Class members generally worked.

7 30. Plaintiff and the Employees in the Class were not authorized and permitted to take
8 lawful rest periods, were systematically required by Defendants to work through or during breaks,
9 and were not provided with one hour's wages in lieu thereof. They were required to remain on duty
10 during breaks or portions of their breaks, thus making them either untimely or shortened and on-
11 duty, and they were also prevented from leaving the premises during rest breaks under Defendants'
12 policies and practices. Rest period violations therefore arose in one or more of the following manners:

- 13 (a) Class members were required to work without being provided a minimum ten
14 minute rest period for every four hours or major fraction thereof worked and
15 were not compensated one hour of pay at their regular rate of compensation
16 for each workday that a rest period was not provided;
- 17 (b) Class members were not authorized and permitted to take timely rest periods
18 for every four hours worked, or major fraction thereof; and
- 19 (c) Class members were required to remain on duty and under Defendants'
20 control during rest periods or otherwise had their rest periods interrupted by
21 work demands.

22 31. Defendants have also consistently failed to provide Class members with timely,
23 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
24 including by the above-described requirement of off the clock work, failure to pay all overtime and
25 double time wages owed, and failure to pay premium wages for unprovided or otherwise unlawful
26 meal and rest breaks, and by the systematic and unlawful deductions Defendants took from Employee
27 wages. Defendants have also made it difficult to account with precision for the unlawfully withheld
28 wages and meal and rest period compensation owed to Plaintiff and the Class, during the liability

1 period, including because they did not implement and preserve a record-keeping method as required
2 for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the
3 applicable California Wage Orders.

4 32. Upon information and belief, time clock punches were not maintained or were not
5 accurately maintained for work shifts and meal periods. Defendants also failed to accurately record
6 and pay for all regular and overtime hours worked and submitted by Plaintiff and the Class members,
7 including by failing to pay all overtime hours at the overtime rate. Defendants also failed to
8 accurately list the Total Hours worked on wage statements issued to Plaintiff, and upon information
9 and belief the other Class members, including off the clock time they endured and payment entries
10 for items that do not count as hours worked.

11 33. Defendants therefore also provided Plaintiff and the Class members with wage
12 statements that failed to accurately report all hours worked and applicable hourly rates for all hours
13 worked. For the same reasons as explained above, Plaintiff and the Class members were provided
14 with unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
15 hours or failed to pay overtime wages at the correct overtime premium rate. Defendants followed
16 this unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff
17 and the Class members worked more total hours than were reflected on the wage statements,
18 including overtime hours, and were underpaid. Plaintiff and the Employees in the Class were unable
19 to discern from their wage statements alone the actual hours they worked in total during a pay period
20 and the rates they were paid for those hours worked.

21 34. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
22 reporting total hours worked and total wages earned by Plaintiff and the Class members, along with
23 the appropriate applicable rates, among others requirements. Plaintiff and Class members are
24 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code §
25 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC
26 Wage Orders by failing to maintain time records showing when the employee begins and ends each
27 work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours
28 worked by itemizing in wage statements all deductions from payment of wages and accurately

1 reporting total hours worked.

2 35. Defendants' timekeeping records also reflected when times were recorded, which
3 were only rounded entries that represented the Class members scheduled shifts, rather than their
4 actual hours worked, including the off the clock hours that they were not compensated. They were
5 also required to endure off the clock work, addressed above, during interrupted or otherwise on-duty
6 meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work
7 conducted on a work shift and a workday, as addressed above. Therefore, Defendants have also
8 followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other
9 similarly situated Employees as required by California wage-and-hour laws, including under Labor
10 Code § 204. Defendants have also followed a uniform and consistent policy of failing to pay all
11 wages owed to Plaintiff and other similarly situated Employees at the time of their termination or
12 within seventy-two hours of their resignation, as required by California wage-and-hour laws,
13 including Labor Code § 201-203.

14 36. From at least four years prior to the filing of this lawsuit and continuing to the present,
15 Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting
16 the Employees' earned wages, including by requiring off the clock work during breaks and before
17 and after work shifts and accordingly not paying overtime wages and meal and rest break premiums.
18 By not compensating Employees for all hours worked and under Defendants' control at the correct
19 rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Class members,
20 in violation of Labor Code § 221.

21 37. As a result of these illegal policies and practices, Defendants also engaged in and
22 enforced the following additional unlawful practices and policies against Plaintiff and the Class
23 members she seeks to represent:

- 24 (a) failing to pay Class members all wages owed, including all meal and rest
25 period premium wages;
- 26 (b) failing to maintain accurate records of Class members' hours worked and
27 earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d)
28 and section 7 of the applicable IWC Wage Orders;

- 1 (c) failing to pay all wages owed to the Class members twice monthly in
2 accordance with the requirements of Labor Code § 204; and
3 (d) failing to pay all wages owed to Class members who either were discharged,
4 laid off, or resigned in accordance with the requirements of Labor Code §§
5 201, 202, and 203.

6 38. Additionally, from at least four years prior to the filing of this lawsuit and continuing
7 to the present, Defendants have regularly required Plaintiff and the Class members to incur necessary
8 business expenses in the course of performing their required job duties without reimbursement. These
9 included personal cellphones and mileage from use of personal vehicle for work-related purposes.
10 Class members must be reimbursed for these necessary business expenses under Labor Code § 2802,
11 and Defendants systematically failed to do so.

12 39. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
13 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7,
14 351, 354, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199,
15 2802, and California Code of Regulations, Title 8, section 11000 *et seq.*

16 40. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
17 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants
18 have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent
19 practices alleged in this Complaint.

20 **CLASS ALLEGATIONS**

21 41. Plaintiff brings this class action on behalf of herself and all others similarly situated
22 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or
23 “Class members”) defined as follows: “All individuals employed by Defendants at any time during
24 the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by
25 the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees
26 within the State of California.” This includes research assistant and general lab manager and those
27 employed in similar and related positions. Further, Plaintiff seeks to represent the Subclasses
28 composed of and defined as follows:

1 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the applicable minimum wage.

3 b. Subclass 2. Wages and Overtime Subclass. All Class members who were
4 not compensated for all hours worked for Defendants at the required rates of pay, including for all
5 hours worked in excess of eight in a day and/or forty in a week.

6 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
7 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
8 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

9 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to authorize and permit Employees to take
11 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
12 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

13 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
14 applicable limitations period, were not provided with accurate itemized wage statements.

15 f. Subclass 6. Payroll Records Subclass. All Class members who were
16 subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as
17 required by California wage-and-hour laws.

18 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All
19 Class members who were subject to Defendants' policy and practice of not timely paying all wages
20 earned when they were due and payable at least twice monthly.

21 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
22 applicable limitations period, either voluntarily or involuntarily separated from their employment
23 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
24 termination.

25 i. Subclass 9. Unauthorized Deductions from Wages Subclass. All Class
26 members who were subject to Defendants' policy and/or practice of deducting wages earned from
27 their pay, including by requiring off the clock work.
28

1 j. Subclass 10. Expense Reimbursement Subclass. All Class members who
2 incurred necessary and reasonable expenses in connection with performing their job duties for
3 Defendants and who were subject to a policy and/or practice under which such expenses were not
4 reimbursed.

5 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as
6 a result of Defendants' business acts and practices, to the extent such acts and practices are found to
7 be unlawful, deceptive, and/or unfair.

8 42. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
9 the class description with greater particularity or to provide further division into subclasses or
10 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
11 against Defendants, the Class Period should be adjusted accordingly.

12 43. Defendants, as a matter of company policy, practice and procedure, and in violation
13 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
14 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
15 a practice whereby Defendants failed pay compensation for all the time worked by Plaintiff and the
16 other members of the Class, even though Defendants enjoyed the benefit of this work, required
17 Employees to perform this work and permitted or suffered to permit this work. Defendants have
18 uniformly denied these Class members wages to which these employees are entitled, and failed to
19 provide meal periods or authorize and permit rest periods, in order to unfairly cheat the competition
20 and unlawfully profit.

21 44. This action has been brought and may properly be maintained as a class action under
22 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest
23 in this litigation and the proposed Class is easily ascertainable from the employment records for
24 Plaintiff and the Class members that Defendants are required to maintain under California law.

25 **A. Numerosity**

26 45. The potential members of the Class as defined are so numerous that joinder of all the
27 Class members is impracticable. While the precise number of Class member has not been determined
28 at this time, Plaintiff is informed and believes that Defendants employ or, during the time period

relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class definition within the State of California. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class members.

B. Commonality

46. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- g. Whether Defendants' conduct was willful;
- h. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.

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- i. Whether Defendants violated Labor Code § 226 and § 1174 and §1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- m. Whether Defendants violated Labor Code § 221;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

47. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off the clock work and meal and rest violations they were required to endure are typical of those of the other Class members.

D. Adequacy of Representation

48. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

49. A class action is superior to other available means for the fair and efficient

1 adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions
2 of law and fact common to all Employees predominate over any questions affecting only individual
3 Employees. Each Employee in the Class has been damaged and is entitled to recovery by reason of
4 Defendants' illegal policies or practices of failing to compensate Employees properly.

5 50. As to the issues raised in this case, a class action is superior to all other methods for
6 the fair and efficient adjudication of this controversy, as joinder of all Class members is impracticable
7 and many legal and factual questions to be adjudicated apply uniformly to all Class members.
8 Further, as the economic or other loss suffered by vast numbers of Class members may be relatively
9 small, the expense and burden of individual actions makes it difficult for the Class members to
10 individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered,
11 a class action is the only mechanism that will permit the employment of a fluid fund recovery to
12 ensure that equity is achieved. There will be relatively little difficulty in managing this case as a class
13 action, and proceeding on a class-wide basis will permit Employees to vindicate their rights for
14 violations they endured which they would otherwise be foreclosed from receiving in a multiplicity
15 of individual lawsuits that would be cost prohibitive to them.

16 51. Class action treatment will allow those persons similarly situated to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
19 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would set
20 forth the subject and nature of the instant action. The Defendants' own business records can be
21 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that
22 any further notice is required additional media and/or mailings can be used.

23 52. Defendants, as prospective and actual employers of the Employees in the Class, had
24 a special fiduciary duty to disclose to prospective Class members the true facts surrounding
25 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
26 Employees as well as the effect of any alleged arbitration agreements that may have been forced
27 upon them. In addition, Defendants knew they possessed special knowledge about pay practices and
28 policies, most notably intentionally refusing to pay for all hours actually worked which should have

1 been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
2 and policies and practices on the Employees and Class as a whole.

3 53. Plaintiff and the Employees in the Class did not discover the fact that they were
4 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
5 any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of trial
6 by jury, to collectively organize and oppose unlawful pay practices under California law as well as
7 obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes
8 of limitation tolled until such time as Plaintiff and the Class members discovered their claims.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

11 **(Against All Defendants)**

12 54. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 55. Defendants failed to pay Employees minimum wages for all hours worked.
15 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
16 would work hours and not receive wages, including as alleged above in connection with off the clock
17 work, including all the time required to remain on duty and under Defendants' control during breaks
18 and due to the work demands placed upon them by Defendants' management and by paying what
19 should have been overtime hours as regular hours. Defendants' uniformly applied policies required
20 systematic off the clock work and underpayment of all wages owed to Employees over a period of
21 time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed
22 to pay minimum wages to Plaintiff and the Class members, including by requiring systematic off the
23 clock work. To the extent any local wage ordinances were also applicable to paying the employees
24 an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage
25 ordinances. Defendants' uniform pattern of unlawful wage and hour practices manifested, without
26 limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and
27 practice that denied accurate compensation to Plaintiff and the other members of the Class as to
28 minimum wage pay.

1 56. In California, employees must be paid at least the applicable state minimum wage for
2 all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs
3 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California Labor
4 Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay
5 its employees for all hours worked. Defendants failed to do so.

6 57. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
7 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
8 employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable
9 minimum wage rate fixed by the commission for work during the relevant period is found in the
10 Wage Orders.

11 58. The minimum wage provisions of California Labor Code are enforceable by private
12 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work
13 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
14 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of
15 the full amount of this minimum wage or overtime compensation, including interest thereon,
16 reasonable attorney’s fees and costs of suit.”

17 59. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
18 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
19 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
20 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
21 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
22 the absence of a contractually agreed upon one.

23 60. In committing these violations of the California Labor Code, Defendants inaccurately
24 recorded, or required Plaintiff and the Class members to input times that did not reflect their actual
25 hours worked, or miscalculated hours or rates or otherwise underpaid the actual time worked by
26 Plaintiff and other members of the Class, including by requiring off the clock work as addressed in
27 detail above. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and
28 other benefits in violation of the California Labor Code, the Industrial Welfare Commission

1 requirements and other applicable laws and regulations. As a result of these violations, Defendants
2 also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

3 61. California Labor Code § 1194.2 also provides for the following remedies: “In any
4 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
5 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
6 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

7 62. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
8 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure
9 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
10 employee minimum wages.

11 63. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are further
12 entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest
13 thereon.

14 64. Defendants have the ability to pay minimum wages for all time worked and have
15 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
16 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

17 65. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
18 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
19 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
20 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members
21 of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs,
22 as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the
23 California Labor Code and/or other applicable statutes. To the extent minimum wage compensation
24 is determined to be owed to the Class members who have terminated their employment, Defendants’
25 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be
26 entitled to waiting time penalties under California Labor Code § 203, which penalties are sought
27 herein on behalf of these Class members. Defendants’ failure to timely pay all wages owed also
28 violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in

1 the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful,
2 intentional, and not in good faith. Further, Plaintiff and other Class members are entitled to seek and
3 recover statutory costs.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

6 **(Against All Defendants)**

7 66. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 67. California Labor Code § 1194 provides that "any employee receiving less than the
10 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
11 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
12 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
13 may be maintained directly against the employer in an employee's name without first filing a claim
14 with the Division of Labor Standards and Enforcement.

15 68. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
16 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
17 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
18 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
19 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one
20 workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in
21 any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a
22 workweek.

23 69. Defendants had a consistent policy of not paying Employees wages for all hours
24 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
25 under-reporting actual overtime hours worked, and by requiring Employees to do so as well.
26 Defendants have also failed to begin paying overtime when it was incurred due to the off the clock
27 work and reallocation of hours worked, as detailed above.

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1 70. Defendants thus had a consistent policy of not paying Employees wages for all hours
2 worked, including hours at their required regular, overtime, and double-time rates. Defendants, and
3 each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain
4 employees' hours, including Plaintiff's, or required Plaintiff and the Class members to do so, or
5 otherwise caused them to work off the clock to avoid paying Plaintiff and the Class members all
6 earned and owed straight time and overtime wages and other benefits, in violation of the California
7 Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth
8 by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions
9 by requiring Plaintiff and other similarly situated non-exempt employees to work through meal
10 periods or remain under Defendants' control when they were required to be clocked out or to
11 otherwise work off the clock to complete their job duties and respond to demands from Defendants.

12 71. Therefore, Employees were not properly compensated, nor were they paid overtime
13 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
14 Based on information and belief, Defendants did not make available to Employees a reasonable
15 protocol for correcting time records when Employees worked overtime hours or to fix incorrect time
16 entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants
17 have also violated these provisions by requiring Plaintiff and other similarly situated Class members
18 to work through meal periods when they were required to be clocked out or to otherwise work off
19 the clock to complete their daily job duties.

20 72. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
21 regular wages owed and overtime compensation for all hours worked, as required by California law,
22 violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC
23 Wage Order, and is therefore unlawful.

24 73. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
27 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
28 pay period for which the employee was underpaid in addition to an amount sufficient to recover

1 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee was underpaid in addition to an amount
3 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
4 the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in this section
5 are in addition to any other civil or criminal penalty provided by law.” Defendants have violated
6 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
7 Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor Code § 558.

8 74. Defendants’ failure to pay compensation in a timely fashion also constituted a
9 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
10 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision
11 of the California Labor Code, Defendants have failed to pay all wages and overtime compensation
12 earned by Employees. Each such failure to make a timely payment of compensation to Employees
13 constitutes a separate violation of California Labor Code § 204.

14 75. Employees have been damaged by these violations of California Labor Code §§ 204
15 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor
16 Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100
17 for causing Employees “to work for longer hours than those fixed, or under conditions of labor
18 prohibited by an order of the commission” or if the employer pays “a wage less than the minimum
19 fixed by an order of the commission” or “violates...any provision of this chapter or any order or
20 ruling of the commission.”

21 76. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
22 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
23 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all
24 their unpaid wages and overtime compensation for all their hours worked, with interest, plus their
25 reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against
26 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other
27 statutes.

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1 **THIRD CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 78. Employees regularly worked shifts greater than five (5) hours and in some instances,
7 greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
8 Wage Order, an employer may not employ someone for a shift of more than five (5) hours without
9 providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more
10 than ten (10) hours without providing him or her with a second meal period of not less than thirty
11 (30) minutes.

12 79. Defendants failed to provide Employees with meal periods as required under the
13 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
14 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
15 provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise
16 had them shortened and interrupted by work demands and requirements to perform off the clock
17 work and remain under Defendants' control. Furthermore, upon information and belief, on the
18 occasions when Employees worked more than ten hours in a given shift, they did so without receiving
19 a second uninterrupted thirty-minute meal period as required by law.

20 80. Defendants thus failed to provide Plaintiff and the Class members with meal periods
21 as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by
22 not providing them with the opportunity to take meal breaks, by providing them late or for less than
23 thirty minutes, or by requiring them to perform work during breaks.

24 81. Moreover, Defendants failed to compensate Employees for each meal period not
25 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
26 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
27 a meal period in accordance with this section, the employer shall pay the employee one (1) hour of
28 pay at the employee's regular rate of compensation for each workday that the meal period is not

1 provided. Defendants thus failed to compensate the Employees in the Class for each meal period not
2 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
3 of the applicable IWC Wage Order.

4 82. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable
5 IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour
6 of wages at their effective hourly rates of pay for each meal period not provided or deficiently
7 provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against the
8 Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and
9 applicable IWC Wage Order paragraphs.

10 **FOURTH CAUSE OF ACTION**

11 **REST BREAK LIABILITY UNDER LABOR CODE § 226.7**

12 **(Against All Defendants)**

13 83. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 84. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
16 that employers must authorize and permit all employees to take rest periods at the rate of ten minutes
17 net rest time per four (4) work hours.

18 85. Employees consistently worked consecutive four hour shifts and were generally
19 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit
20 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage
21 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive
22 four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than
23 ten minutes for each consecutive four hour shift. Defendants made no effort to authorize and permit
24 Plaintiff and the Class members to take lawful rest breaks. Employees were often required to work
25 or to otherwise remain under Defendants' control during rest periods, including by responding to
26 work requirements, and had breaks provided untimely as a result of the above described off the clock
27 work.

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1 86. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
2 provide that if an employer fails to provide an employee rest period in accordance with this section,
3 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation
4 for each workday that the rest period is not provided. Defendants failed to do so.

5 87. Defendants, and each of them, have therefore intentionally and improperly denied rest
6 periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
7 paragraph 12 of the applicable IWC Wage Orders.

8 88. Defendants failed to authorize and permit Plaintiff and the Class members to take rest
9 periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with
10 an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to
11 provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12
12 and 20 of the applicable IWC Wage Orders. Defendants thus failed to compensate the Employees in
13 the Class for each rest period not provided or inadequately provided, as required under Labor Code
14 § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

15 89. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable
16 IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour of wages at
17 their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be
18 proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of
19 them, in a sum as provided by the Labor Code and/or other statutes.

20 **FIFTH CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE § 226(a)**
22 **(Against All Defendants)**

23 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 91. California Labor Code § 226(a) requires an employer to furnish each of his or her
26 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
27 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
28 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay

1 the employee's wages; or, if wages are paid by cash or personal check, these statements may be given
2 to the employee separately from the payment of wages; in either case the employer must give the
3 employee these statements twice a month or each time wages are paid.

4 92. Defendants failed to provide Plaintiff and the similarly situated Employee Class
5 members with accurate itemized wage statements in writing, as required by the Labor Code and
6 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
7 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
8 including for all overtime and double time hours worked and for deficient meal periods and rest
9 breaks, all of which Defendants knew or reasonably should have known were owed to the
10 Employees, as alleged above.

11 93. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff
12 and the Class members, upon each payment of wages, itemized statements accurately showing: (1)
13 gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5) net wages earned,
14 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
15 and only the last four digits of his or her social security number or an employee identification number
16 other than a social security number, (8) the name and address of the legal entity that is the employer
17 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
18 hours worked at each hourly rate by the employee pursuant to Labor Code § 226 and paragraph 7 of
19 the applicable IWC Wage Orders, amongst other statutory requirements. Defendants knowingly and
20 intentionally failed to provide Plaintiff and the Class members with such timely and accurate wage
21 and hour statements.

22 94. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
23 and intentional failure to provide them with the wage and hour statements as required by law and are
24 presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
25 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
26 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
27 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the wage
28 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid

1 to the employee during the pay period or any of the other information required to be provided on the
2 itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii)
3 Which deductions the employer made from gross wages to determine the net wages paid to the
4 employee during the pay period, (iii) The name and address of the employer and, (iv) The name of
5 the employee and only the last four digits of his or her social security number or an employee
6 identification number other than a social security number. For purposes of Labor Code § 226(e)
7 “promptly and easily determine” means a reasonable person [i.e. an objective standard] would be
8 able to readily ascertain the information without reference to other documents or information.

9 95. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
10 are required “to pay each employee, on the established payday for the period involved, not less than
11 the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code §
12 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under
13 conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may
14 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) and
15 paragraph 20 of the applicable IWC Wage Orders.

16 96. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code §
17 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
18 Class suffered injuries, including among other things confusion over whether they received all wages
19 owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to
20 make mathematical computations to analyze whether the wages paid in fact compensated them
21 correctly for all hours worked.

22 97. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
23 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
24 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
25 hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate
26 penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of
27 costs and reasonable attorneys’ fees.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

3 **(Against All Defendants)**

4 98. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 99. California Labor Code § 1174 requires that all employers shall keep accurate time
7 and wage records for all employees. California Labor Code § 1174.5 further requires that any
8 employee suffering injury due to a willful violation of the aforementioned obligations may seek
9 damages, including civil penalties, from the employer.

10 100. During the course of Plaintiff's and Employees' employment, Defendants consistently
11 failed to maintain accurate time and wage records for Plaintiff and Class Members as required by
12 California Labor Code § 1174 by failing to pay them proper wages, overtime, and premium pay as
13 discussed above and failing to document and pay for actual hours worked.

14 101. Defendants are also required by the California Labor Code § 1198 and the applicable
15 Wage Order to maintain a tracking system that accurately records the times during which Employees
16 work.

17 102. Defendants have maintained a common unlawful policy and practice of failing to
18 accurately record all hours worked and all meal period start and end times.

19 103. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
20 knew wages to be due but failed to pay them.

21 104. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor
22 Code including § 1174.5, for the three years prior to the filing of this Complaint.

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SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

105. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

106. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

107. All wages due and owing to Plaintiff and the Class members, including as required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required by Labor Code § 1194 and other sections became due and payable to each employee in each pay period that he or she was not provided with a meal period or rest period or paid straight or overtime wages to which he or she was entitled.

108. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than

1 those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff
2 and the Class members may therefore pursue damages and penalties for violations of Labor Code §
3 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20
4 of the applicable IWC Wage Orders.

5 109. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
6 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to
7 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to
8 Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
9 Wage Orders.

10 **EIGHTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 110. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 111. Plaintiff and numerous Class members are no longer employed by Defendants; they
16 either quit Defendants’ employ or were fired therefrom.

17 112. Defendants failed to pay these Employees all wages due and certain at the time of
18 termination or within seventy-two hours of resignation.

19 113. The wages withheld from these Employees by Defendants remained due and owing
20 for more than thirty days from the date of separation from employment. Additionally, Defendants
21 failed to pay Plaintiff her final check at the time of her termination.

22 114. Defendants thus failed to pay Plaintiff and the Class members without abatement, all
23 wages as defined by applicable California law. Among other things, these Employees were not paid
24 all regular and overtime wages, including by Defendants failing to pay for all hours worked or
25 requiring off the clock work or by unlawfully under-recording time entries to the detriment of
26 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest
27 periods, as further detailed in this Complaint. Defendants’ failure to pay said wages within the
28 required time was willful within the meaning of Labor Code § 203.

115. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission” or if the employer pays “a wage less than the minimum fixed by an order of the commission” or “violates...any provision of this chapter or any order or ruling of the commission.”

116. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of the IWC Wage Orders as addressed above, including the requirement that an employee’s wages shall continue until paid for up to thirty (30) days from the date they were due.

NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

117. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

118. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

119. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff

1 and the other Class members, as alleged above. By not compensating Employees for all hours worked
2 and meal and rest period premiums, Defendants unlawfully deducted wages earned in violation of
3 Labor Code § 221.

4 120. As a direct and proximate cause of the unauthorized deductions, Employees have been
5 damaged, in an amount to be determined at trial.

6 **TENTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

8 **(Against All Defendants)**

9 121. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 122. Plaintiff is informed and believes and based thereon alleges that throughout the period
12 applicable, Defendants required Plaintiff and the Class members to pay for necessary work related
13 expenses they incurred. These included a required personal cellphone and use of their personal
14 vehicle. Plaintiff and the Class members must be reimbursed for these necessary business expenses
15 under Labor Code § 2802 and Defendants systematically failed to do so.

16 123. Defendants thus followed a uniform policy and practice of failing to reimburse
17 Employees for these necessary work related expenses or losses incurred in direct discharge of their
18 job duties during employment with Defendants and at the direction of the Defendants pursuant to
19 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

20 124. Defendants' knowing and willful failure to reimburse lawful necessary work related
21 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
22 things, Defendants did not inform employees of their right to be reimbursed for those work related
23 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard to
24 their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
25 necessary expenses was an expected and essential function of their employment with Defendants and
26 that failure to incur those expenses would have adverse consequences on their employment.

27 125. Therefore, Plaintiff and the Class members are entitled to reimbursement for any and
28 all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the

1 applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed
2 by Defendants, as well as accrued interest on those expenses that were not reimbursed from the date
3 Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the Class members
4 are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

5 **ELEVENTH CAUSE OF ACTION**
6 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
7 **(Against All Defendants)**

8 126. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings
10 this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
11 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
12 and the general public. Plaintiff seeks to enforce important rights affecting the public interest within
13 the meaning of Code of Civil Procedure § 1021.5.

14 127. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
16 relief, restitution, and other appropriate equitable relief.

17 128. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
18 practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that
19 Defendants' policy and practice failed to provide the required amount of compensation for missed
20 meal and rest breaks, and failed to adequately compensate Plaintiff and Class members for all hours
21 worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to
22 the applicable California Labor Code and Industrial Welfare Commission requirements in violation
23 of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue
24 injunctive and equitable relief, pursuant to California Business & Professions Code § 17203,
25 including restitution of wages wrongfully withheld.

26 129. Wage-and-hour laws express fundamental public policies. Paying employees their
27 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
28 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to

1 enforce minimum labor standards, to ensure that employees are not required or permitted to work
2 under substandard and unlawful conditions, and to protect law-abiding employers and their
3 employees from competitors who lower costs to themselves by failing to comply with minimum
4 labor standards.

5 130. Defendants have violated statutes and public policies. Through the conduct alleged in
6 this Complaint Defendants have acted contrary to these public policies, have violated specific
7 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
8 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
9 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
10 guaranteed to all employees under the law.

11 131. Defendants' conduct, as alleged above, constitutes unfair competition in violation of
12 the Business & Professions Code § 17200 *et seq.*

13 132. By engaging in the conduct herein alleged, by failing to pay wages and overtime,
14 failing to provide meal periods and rest breaks, etc., Defendants either knew or in the exercise of
15 reasonable care should have known that their conduct was unlawful; therefore, their conduct violates
16 the Business & Professions Code § 17200 *et seq.*

17 133. By the conduct alleged herein, Defendants have engaged and continue to engage in a
18 business practice which violates California and federal law, including but not limited to, the
19 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
20 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should
21 issue declaratory and other equitable relief pursuant to California Business & Professions Code §
22 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition,
23 including restitution of wages wrongfully withheld.

24 134. As a proximate result of the above-mentioned acts of Defendants, Employees have
25 been damaged, in a sum to be proven at trial.

26 135. Unless restrained by this Court Defendants will continue to engage in such unlawful
27 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such
28 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use

1 by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the
2 Business & Professions Code, including but not limited to the disgorgement of such profits as may
3 be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

4 **RELIEF REQUESTED**

5 WHEREFORE, Plaintiff prays for the following relief:

- 6 1. For an order certifying this action as a class action;
- 7 2. For compensatory damages in the amount of the unpaid minimum wages for work
8 performed by Employees and unpaid overtime compensation from at least four (4) years prior to the
9 filing of this action, as may be proven;
- 10 3. For liquidated damages in the amount equal to the unpaid minimum wage and interest
11 thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 12 4. For compensatory damages in the amount of all unpaid wages, including overtime
13 and double-time pay, as may be proven;
- 14 5. For compensatory damages in the amount of the hourly wage made by Employees for
15 each missed or deficient meal period where no premium pay was paid therefor from four (4) years
16 prior to the filing of this action, as may be proven;
- 17 6. For compensatory damages in the amount of the hourly wage made by Employees for
18 each day requisite rest breaks were not provided or were deficiently provided where no premium pay
19 was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
- 20 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 21 8. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 22 9. For restitution and/or damages and penalties for Defendants' failure to pay all wages
23 due twice monthly under Labor Code § 204, as may be proven;
- 24 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired
25 in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 26 11. For restitution and/or damages for all amounts unlawfully withheld from the wages
27 for all class members in violation of Labor Code § 221, as may be proven;
- 28 12. For damages and restitution for failure to reimburse all reasonable and necessary

1 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

2 13. For restitution for unfair competition pursuant to Business & Professions Code
3 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

4 14. For an order enjoining Defendants and their agents, servants, and employees, and all
5 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
6 adumbrated in this Complaint;

7 15. For other wages and penalties under the Labor Code as may be proven;

8 16. For all general, special, and incidental damages as may be proven;

9 17. For an award of pre-judgment and post-judgment interest;

10 18. For an award providing for the payment of the costs of this suit;

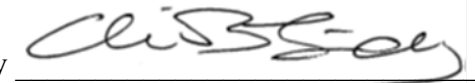
11 19. For an award of attorneys' fees; and

12 20. For such other and further relief as this Court may deem proper and just.

13
14 DATED: August 13, 2025

D.LAW, INC.

15
16 By



David Yeremian

Alvin B. Lindsay

William Tran

Attorneys for Plaintiff SOPHIA CLAIRE
ORTIZ and the putative class

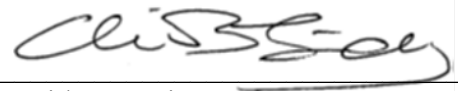
DEMAND FOR JURY TRIAL

Plaintiff SOPHIA CLAIRE ORTIZ hereby demands trial of her claims by jury to the extent authorized by law.

DATED: August 13, 2025

D.LAW, INC.

By



David Yeremian

Alvin B. Lindsay

William Tran

Attorneys for Plaintiff SOPHIA CLAIRE
ORTIZ and the putative class