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MAYALL HURLEY P.C.
JENNY D. BAYSINGER (SBN: 251014)
jbaysinger@mayallaw.com
ROBERT J. WASSERMANN (SBN: 258538)
rwassermann@mayallaw.com
112 S Church Street
Lodi, California 95240-3501
Telephone: (209) 477-3833
Facsimile: (209) 473-4818
Website: www.mayallaw.com

Attorneys for Plaintiff Mariah Banguis and the Putative Class

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

MARIAH BANGUIS, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

WM CORPORATE SERVICES, INC., a
Delaware corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.: STK-CV-~~10E~~-2023-3707

CLASS ACTION COMPLAINT

1. FAILURE TO PAY OVERTIME
2. FAILURE TO PROVIDE MEAL PERIODS/MEAL PERIOD PREMIUMS
3. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
4. FAILURE TO TIMELY PAY WAGES ON SEPARATION
5. UNLAWFUL BUSINESS PRACTICES

Plaintiff Mariah Banguis ("Banguis" or "Plaintiff") brings this class action against WM Corporate Services, Inc., a Delaware corporation ("WM"), and Does 1 through 100 (collectively, "Defendants"), for violations of the California Labor Code, and the Business and Professions Code.

PARTIES

1. Banguis is, and at all times relevant herein was, employed in Santa Joaquin County, California, and was an "employee" as defined by the Fair Labor Standards Act ("FLSA"), the California Labor Code ("Labor Code"), and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. WM is a corporation organized and existing under the laws of the state of Delaware, with its principal place of business located at 800 Capitol Street, Suite 3000, Houston, TX 77002. At all times relevant herein, WM has been an "employer" as defined by the Fair Labor Standards Act

1 (“FLSA”), the California Labor Code (“Labor Code”), and the applicable California Industrial Wage
2 Commission (“IWC”) Order(s) and employed Plaintiff within San Joaquin County.

3 3. WM and Does 1-100 are collectively referred to as Defendants.

4 4. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as
5 Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such
6 Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names
7 and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that
8 each of the fictitiously named Defendants is responsible in some manner for the occurrences herein
9 alleged and that Plaintiff’s injuries and damages herein alleged were legally caused by such
10 Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of
11 said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

12 5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
13 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
14 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
15 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting
16 within the course and scope of such agency, service, employment partnership, joint venture and/or
17 concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and
18 within the course and scope of such agency and/or employment, with the knowledge and/or consent of
19 the remaining Defendants.

20 **JURISDICTION AND VENUE**

21 6. This Court is the proper Court, and this action is properly filed in the Superior Court of
22 California for the County of San Joaquin pursuant to Code of Civil Procedure section 395(a) because
23 WM is a foreign corporation and venue is thus proper in any county and Code of Civil Procedure
24 section 395.5 as the obligations towards Plaintiff that underscore this litigation were to be performed
25 within San Joaquin County. Plaintiff hereby demands a jury trial.

26 **GENERAL ALLEGATIONS**

27 7. Plaintiff was hired by Defendants to work as a CE Customer Service Rep I for WM
28 working in its Stockton, San Joaquin County, California location.

1 8. Throughout her employment, Plaintiff was properly classified as a non-exempt
2 employee and paid an hourly wage. As such, she was entitled to be paid at least minimum wage for
3 every hour she worked and overtime for hours worked beyond eight (8) in a workday, forty (40) in a
4 workweek, the first eight (8) hours of worked on the seventh consecutive day in the workweek, and
5 doubletime for hours worked beyond 12 in a workday and hours worked beyond eight (8) on the
6 seventh consecutive workday in the workweek. Cal. Labor Code § 510.

7 9. Despite these legal obligations, throughout her employment Defendants failed to
8 properly calculate and pay the overtime wages owed to Plaintiff and certain of its other non-exempt
9 employees.

10 10. Specifically, Defendants failed to include “all remuneration” when determining
11 Plaintiff’s and its other non-exempt employees’ regular rate of pay for purposes of overtime, meal
12 period premiums, and redeemed sick leave.

13 11. For example, Plaintiff earned and was paid items identified as “Guarantee Reg Hours”
14 on her wage statements during each and every pay period that she was employed and performed work.
15 These amounts were components of Plaintiff’s compensation that she received, in varying amounts,
16 during each workweek she performed work. See Exhs. 1, 2.

17 12. Pursuant to its uniform policy, practice and procedure, Defendants failed to include this
18 remuneration when calculating Plaintiff’s regular rate of pay and thus underpaid her for the overtime
19 she worked during periods when she was also provided “Guarantee Reg Hours”. *Id.*

20 13. By way of example, Plaintiff worked overtime hours during the pay period May 29-
21 June 4, 2022. Her records indicate she worked 0.72 overtime hours during that period. Exh. 1.

22 14. Although Plaintiff worked 0.72 hours of overtime, and earned \$588.29 (non-holiday
23 earnings) for 32.72 hours of work (\$17.98/hr “regular rate”), she was compensated for overtime at 1 ½
24 times her then existing base regular rate of \$17.80—she was underpaid for overtime worked. Exh. 1.

25 15. Similarly, Plaintiff worked overtime during the June 26-July 2, 2022 pay period. Her
26 records indicate she worked 0.85 hours of overtime during that periods. While her “regular rate” for
27 the workweek, including “Guaranteed Reg Hours”, was \$17.98, she was only compensated for
28 overtime at the rate of 1 ½ times her base hourly rate of \$17.80. Exh. 2.

1 16. Pursuant to its uniform policy, practice and procedure, Defendants underpaid Plaintiff
2 and other class members for the overtime she worked.

3 17. Plaintiff also was occasionally denied meal periods during her employment, and thus
4 entitled to compensation of one additional hour at her “regular rate of compensation”, including all
5 remuneration.

6 18. Defendants failed to include all remuneration, specifically excluding Plaintiff’s
7 “Guaranteed Reg Hours”, when calculating the rate at which to compensate her for meal period
8 premiums to which she was entitled. Instead, Defendants paid meal period premiums only at
9 Plaintiff’s base hourly rate.

10 19. Pursuant to its uniform policy, practice and procedure, Defendants underpaid Plaintiff
11 and other class members for meal period premiums she was entitled to receive.

12 20. Plaintiff and Defendants’ other non-exempt California employees were also entitled to
13 sick pay under California law redeemed at the “regular rate of pay.” Any sick pay used appeared on
14 their wage statements as “protected hours”. Exh. 3.

15 21. Defendants failed to include commissions, non-discretionary bonuses and other items
16 of compensation (including housing and vehicle allowances) when determining Plaintiff’s and its other
17 non-exempt California employees’ regular rate of pay for purposes of sick pay. Instead, redeemed
18 sick pay was only paid at the base hourly rate of Plaintiff and Defendants’ other California non-
19 exempt employees. *Id.*

20 22. Because of the violations set forth above, the wage statements furnished by Defendants
21 to their non-exempt California employees violated California Labor Code section 226(a) insofar as
22 they failed to accurately show:

- 23 a. The gross wages earned, in violation of section 226(a)(1);
24 b. The net wages earned, in violation of section 226(a)(5); and
25 c. All applicable hourly rates in effect during the pay period and the corresponding
26 number of hours worked at each hourly rate in violation of section 226(a)(9).

26 23. In addition, and beginning in July 2022, Defendants’ wage statements failed to
27 accurately identify the “Total Hours Worked” by Plaintiff and other Class Members as required by
28 Labor Code section 226(a)(2).

1 24. Specifically, beginning with the July 1, 2022 pay date WM changed/modified the
2 format of their wage statements. See Exhs. 1-2. Thereafter, WM began listing “Overtime” hours only
3 at the ½ premium rate that was being paid and began inexplicably and improperly including
4 “Guaranteed Reg Hours” in the separate line item designated “Total Hours Worked.”

5 25. As a result, from July 1, 2022 forward the number identified as “Total Hours Worked”
6 on Defendants’ wage statements were inaccurate. See Exh. 2. By way of specific example, Plaintiff’s
7 time records reflect she worked 40.85 total hours between June 26-July 2, 2022, but her wage
8 statement inaccurately identifies her “Total Hours Worked” as 41.27. *Id.*

9 26. Defendants were, at all times relevant herein, aware of the requirements of California
10 Labor Code section 226.

11 27. Defendants have, at all times relevant herein, furnished wage statements to each of their
12 non-exempt California employees pursuant to an established set of policies, procedures and practices.

13 28. Plaintiff and Defendants’ other non-exempt California employees, both current and
14 former, have suffered injury as a result of Defendants’ knowing and intentional failure to comply with
15 California Labor Code section 226(a).

16 29. Plaintiff and Defendants’ other non-exempt California employees, both current and
17 former, were unable to promptly and easily determine their gross wages earned from the wage
18 statements furnished by Defendants.

19 30. Plaintiff and Defendants’ other non-exempt California employees, both current and
20 former, were unable to promptly and easily determine their net wages earned from the wage
21 statements furnished by Defendants.

22 31. Plaintiff and Defendants’ other non-exempt California employees, both current and
23 former, have suffered injury as a result of Defendants’ knowing and intentional failure to furnish wage
24 statements accurately showing the net wages earned by them in violation of California Labor Code
25 section 226(a)(5).

26 32. Plaintiff and Defendants’ other non-exempt California employees, both current and
27 former, were unable to promptly and easily determine all applicable hourly rates in effect during the
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1 pay period and the corresponding number of hours worked at each hourly rate from the wage
2 statements furnished by Defendants.

3 33. Plaintiff and Defendants' other non-exempt California employees, both current and
4 former, have suffered injury as a result of Defendants' knowing and intentional failure to furnish wage
5 statements accurately showing all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

7 34. From at least four years prior to the filing of this action, Defendant has adopted and
8 employed unfair business practices. These unfair business practices include, but are not limited to,
9 failing to properly calculate and pay all overtime wages and sick pay due.

10 35. Plaintiff was wrongfully terminated by Defendants in January 2023.

11 36. At the time of Plaintiff's separation, Defendants owed her outstanding wages, including
12 underpaid overtime wages for time that was not properly compensated at the regular rate of pay, meal
13 period premiums and redeemed sick leave wages that were not compensated at the regular rate of pay.

14 37. Defendants' other former California non-exempt employees similarly separated without
15 being timely provided all wages due and owing.

16 38. Defendants' failure to pay the outstanding wages to Plaintiff and its other non-exempt
17 California employees was willful.

18 **CLASS ACTION ALLEGATIONS**

19 39. Plaintiff seeks to maintain this action as a class action as to the First through Fifth
20 Causes of Action. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a
21 class action pursuant to Federal Rule of Civil Procedure section 23 and Code of Civil Procedure 382.
22 The putative classes which Plaintiff seeks to represent consist of the following:

- 23 a. All current and former non-exempt California employees of Defendants who
24 were paid amounts identified as "Guaranteed Reg Hours" during a workweek
25 when he/she also worked overtime from April 11, 2019 through the date of trial
26 (the "Regular Rate OT Class");
27 b. All current and former non-exempt California employees of Defendants who
28 were paid "Guaranteed Reg Hours" during a workweek when he/she was also

1 paid a meal period premium between April 11, 2019 through the date of trial
2 (the "Meal Premium Regular Rate Class");

3 c. All current and former non-exempt California employees of Defendants who
4 were paid "Guaranteed Reg Hours" during a workweek when he/she also
5 redeemed paid sick leave between April 11, 2019 through the date of trial (the
6 "Sick Pay Regular Rate Class");

7 d. All members of the Regular Rate OT Class, the Meal Premium Regular Rate
8 Class, and the Sick Pay Regular Rate Class who separated from employment at
9 any time between April 11, 2020 through the date of trial (the "Former
10 Employee Sub-Class");

11 e. All current and former non-exempt California employees of Defendants who
12 earned "Guaranteed Reg Hours" and were furnished wage statements between
13 July 1, 2022 through the date of trial (the "226(a)(2) Class").

14 The Regular Rate OT Class, Meal Premium Regular Rate Class, Sick Pay Regular Rate Class, Former
15 Employee Sub-Class, and 226(a)(2) Class are collectively referred to as the Class.

16 40. The class of persons is so numerous that joinder of all members is impracticable, and
17 the disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is
18 informed and believes, and based thereon alleges, that Defendants employ more than 500 employees
19 who satisfy the class definition. Although the exact number and identity of class members is not
20 presently known, they can be identified in Defendants' records through coordinated discovery
21 pursuant to this class action.

22 41. This action may be maintained as a class action pursuant to Rule 23 of the Federal
23 Rules of Civil Procedure and applicable California law because the questions of law and fact which
24 are common to class members clearly predominate over any questions affecting only individual
25 members and because a class action is superior to other available methods for adjudicating the
26 controversy.

27 42. There are numerous common questions of law and fact arising out of Defendants'
28 conduct. This class action focuses on Defendants' systematic: (a) failure to properly calculate and pay
overtime to their non-exempt employees, (b) failure to properly calculate and pay meal period

1 premiums, (c) failure to properly calculate and pay their non-exempt California employees for sick
2 pay; and (d) failure to provide accurate itemized wage statements.

3 43. Furthermore, common questions of fact and law predominate over any questions
4 affecting only individual members of the class. The predominating common or class-wide questions
5 of law and fact include the following:

- 6 a. Whether “Guaranteed Reg Hours” were required to be included in the “regular
7 rate of pay” under applicable law;
- 8 b. Whether Defendants fail to properly calculate and pay their non-exempt
9 employees’ overtime;
- 10 c. Whether “Guaranteed Reg Hours” must be included in the “regular rate of
11 compensation” at which meal period premiums are paid;
- 12 d. Whether Defendants fail to properly calculate and pay their non-exempt
13 California employees’ sick pay;
- 14 e. Whether including “Guaranteed Reg Hours” in “Total Hours Worked” on the
15 wage statements violates Labor Code section 226(a)(2);
- 16 f. Whether wage statement deficiencies were knowing and intentional;
- 17 g. Whether wage statement deficiencies caused injury to Class Members;
- 18 h. Whether the alleged violations constitute unfair business practices;
- 19 i. Whether the Class is entitled to injunctive relief; and
- 20 j. Whether the Class is entitled to unpaid wages, statutory penalties and/or
21 restitutionary relief, and the amount of the same.

22 44. Plaintiff’s claims are typical of the claims of the members of the Class as a whole, all of
23 whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the
24 alleged violations of Defendants. Plaintiff’s claims are typical of those of the Class because
25 Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

26 45. The defenses of Defendants, to the extent that such defenses apply, are applicable
27 generally to the whole Class and are not distinguishable as to the proposed class members.
28

1 46. Plaintiff will fairly and adequately protect the interests of all members of the Class, and
2 has retained attorneys with extensive experience in litigation, including class and representative
3 actions. Plaintiff has no interests that conflict with those of the Class. Plaintiff is able to fairly and
4 adequately protect the interests of all members of the class because it is in her best interest to
5 prosecute the claims alleged herein in order to obtain the full compensation due themselves and the
6 other class members.

7 47. A class action is superior to any other method available for fairly and efficiently
8 adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)
9 litigating the claims of individual class members would be unnecessarily costly and burdensome and
10 would deter individual claims, 3) litigating the claims of individual class members would create a risk
11 of inconsistent or varying adjudications that would establish incompatible standards of conduct for
12 Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to
13 bring individual claims, 5) class members would be discouraged from pursuing individual claims
14 because the damages available to them are relatively small, and 6) public policy encourages the use of
15 the class actions to enforce employment laws and protect individuals who, by virtue of their
16 subordinate position, are particularly vulnerable.

17 48. Judicial economy will be served by maintenance of this lawsuit as a class action. To
18 process numerous virtually identical individual cases will significantly increase the expense on the
19 Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this
20 matter. There are no obstacles to effective and efficient management of this lawsuit as a class action
21 by this Court and doing so will provide multiple benefits to the litigating parties including, but not
22 limited to, efficiency, economy, and uniform adjudication with consistent results.

23 49. Notice of a certified class action and any result or resolution of the litigation can be
24 provided to class members by mail, email, publication, or such other methods of notice as deemed
25 appropriate by the Court.

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FIRST CAUSE OF ACTION
VIOLATION OF FAIR LABOR STANDARDS ACT AND
CALIFORNIA LABOR CODE §§ 510 & 1198
(Failure to Pay Overtime)
Against Defendants

50. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

51. The Fair Labor Standards Act, 29 USC §§ 201 et seq. and 29 CFR §§ 778 et seq., requires time-and-a-half pay for the time an employee works over forty hours a week. Overtime worked must be compensated at the rate of time-and-a-half of the employee's "regular rate of pay", including "all remuneration", as defined in 29 U.S.C. § 207(e).

52. Pursuant to California Labor Code section 510, any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

53. The regular rate of pay is defined the same under California and federal law.

54. Pursuant to California Labor Code section 1198, the maximum hours of work and standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees and the employment of any employee for longer hours than those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

55. During the relevant time period, Plaintiff and Defendants' other California non-exempt employees regularly worked overtime, both under California and federal law.

56. During the relevant time period, Defendants intentionally and willfully failed to pay all overtime wages due to Plaintiff and their other California non-exempt employees at the proper and required "regular rate of pay".

1 57. These failures to pay overtime wages occurred as a result of Defendants' failure to
2 properly compensate for overtime work performed because they did not include "all remuneration"
3 when calculating the rate and, instead, employed an unlawful policy, practice, and procedure of
4 compensating for overtime work only at 1 ½ or 2 times the employee's base hourly rate.

5 58. Wherefore, Plaintiff and the other members of the Regular Rate OT Class have been
6 injured as set forth above and request relief as hereafter provided.

7 **SECOND CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**
9 **(Failure to Provide Meal Period Premiums)**
 Against Defendants

10 59. Plaintiff hereby realleges and incorporates by reference each and every allegation as
11 though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
12 cause of action.

13 60. Labor Code § 226.7 requires employers to provide employees meal breaks as
14 mandated by Order of the Industrial Welfare Commission. It states:

- 15 a. No employer shall require any employee to work during any meal or rest
16 period mandated by an applicable order of the Industrial Welfare
17 Commission.
18 b. If an employer fails to provide an employee a meal period or rest period in
19 accordance with an applicable order of the Industrial Welfare Commission,
20 the employer shall pay the employee 1 additional hour of pay at the
21 employee's *regular rate of compensation* for each work day that the meal or
 rest period is not provided

22 61. Labor Code § 512(a) and the applicable Wage Order(s) provide that an employer
23 may not employ a person for a work period of more than 5 hours per day without providing that
24 employee a meal period of not less than 30 minutes, except that if the total work period per day is
25 no more than six hours, the meal period may be waived by mutual consent of both the employer
26 and employee. An employer may not employ a person for a work period of more than 10 hours per
27 day without providing an employee with a second meal period of not less than 30 minutes, except
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1 that if the total work period per day of the employee is no more than twelve 12 hours, the meal
2 period may be waived by mutual consent of both the employer and the employee, and if the first
3 meal period was not waived.

4 62. During the relevant time period, Plaintiff and the other members of the Meal Premium
5 Regular Rate Class were not provided with compliant meal breaks and were not paid an additional hour
6 of premium pay for each missed meal break at the requisite “regular rate of compensation.”.

7 63. Wherefore, Plaintiff and the other members of the Meal Premium Regular Rate Class
8 have been injured as set forth above and request relief as hereafter provided.

9 **THIRD CAUSE OF ACTION**
10 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 *ET SEQ.***
11 **(Unfair Business Practices)**
Against Defendants

12 64. Plaintiff hereby realleges and incorporates by reference each and every allegation set
13 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
14 allegations of this cause of action.

15 65. The statutory violations, as alleged above, are unfair business practices within the
16 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq*), and
17 include, but are not limited to failing to properly calculate and pay all overtime wages and sick pay
18 due.

19 66. These violations resulted in actual injury to Plaintiff and the other members of the
20 Class in the form of wages that were improperly withheld and retained by Defendants.

21 67. If injunctive relief is not afforded, members of the Class will continue to be injured
22 by Defendants’ unlawful and unfair conduct.

23 68. There is a reasonable possibility that Plaintiff would like to return to employment
24 with Defendants and thus be further exposed to its unfair and unlawful conduct in the future if
25 injunctive relief is not afforded.

26 69. Plaintiff and the other members of the Regular Rate OT Class and the Sick Pay
27 Regular Rate Class do not have any adequate remedy at law for these violations because injunctive
28 relief is not an available legal remedy.

1 70. Plaintiff and the Sick Pay Regular Rate Class further do not have any adequate
2 remedy at law for the failures to properly calculate and pay sick leave wages as there is no private
3 right of action to recover such unpaid wages.

4 71. Wherefore, Plaintiff and the other members of the Regular Rate OT Class and the Sick
5 Pay Regular Rate Class have been damaged as set forth above and request relief as hereafter provided.

6 **FOURTH CAUSE OF ACTION**
7 **VIOLATION OF LABOR CODE SECTION 200 ET SEQ.**
8 **(Failure to Pay Wages Upon Cessation of Employment)**
 Against All Defendants

9 72. Plaintiff hereby realleges and incorporates by reference each and every allegation
10 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 73. Labor Code section 201 requires an employer, when discharging an employee, to
13 immediately pay the wages earned and unpaid at the time of discharge. Labor Code section 202
14 mandates that employers provide all wages within seventy-two (72) hours of an employee
15 voluntarily leaving employment unless the employee provides more than seventy-two (72) hours'
16 notice.

17 74. During the relevant time, Defendants unlawfully withheld overtime wages as a
18 result of their uniform policy, pattern, and practice of failing to properly calculate the "regular rate
19 of pay" for purposes of overtime, meal period premiums, and redeemed sick leave, specifically
20 including failing to consider "Guaranteed Reg Hours" compensation when determining the regular
21 rate of pay.

22 75. Since Defendants failed to pay Plaintiff and other members of the Regular Rate OT
23 Class, the Meal Premium Regular Rate Class, and the Sick Pay Regular Rate Class all wages due
24 and owing during their employment, there were necessarily additional wages outstanding at the
25 time of separation—those wages remain outstanding.

26 76. Labor Code section 203(a) provides a statutory penalty of up to 30 days wages.

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1 77. As a direct and proximate result of Defendants' misconduct, Plaintiff and the
2 Regular Rate OT Class, Meal Premium Regular Rate Class, and the Sick Pay Regular Rate Class
3 have been denied wages and benefits.

4 78. Wherefore, Plaintiff and the Former Employee Sub-Class have been damaged as set
5 forth above and request relief as hereafter provided.

6 **FIFTH CAUSE OF ACTION**
7 **VIOLATION OF LABOR CODE § 226(a)**
8 **(Failure to Furnish Accurate Itemized Wage Statements)**
 Against Defendants

9 79. Plaintiff hereby realleges and incorporates by reference each and every allegation set
10 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 80. Pursuant to California Labor Code section 226(a) "every employer shall, semimonthly
13 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
14 part of the check, draft, or voucher paying the employee's wages, or separately when the wages are
15 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
16 earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and
17 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages
18 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
19 employee and only the last four digits of his or her social security number or an employee
20 identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all
21 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
22 each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate
23 of pay and the total hours worked for each temporary services assignment."

24 81. An employee suffering injury as a result of the knowing and intentional failure by an
25 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
26 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
27 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate

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1 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
2 attorney's fees. Labor Code § 226(e)(1).

3 82. An employee is deemed to suffer injury if the employer fails to provide a wage
4 statement or if the employer fails to provide accurate and complete information as required by any one
5 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
6 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
7 during the pay period or any of the other information required to be provided pursuant to Labor Code
8 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
9 name and address of the employer and iv) the name of the employee and the last four digits of his or
10 her social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-
11 (iv). "Promptly and easily determine" means a reasonable person would be able to readily ascertain
12 the information without reference to other documents or information. Labor Code § 226(e)(2)(C).

13 83. As set forth above, Defendants intentionally and willfully failed to furnish accurate
14 itemized wage statements which complied with Labor Code section 226.

15 84. Wherefore, Plaintiff and the other members of each of the Classes, including the
16 226(a)(2) Class, have been injured as set forth above and request relief as hereafter provided.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

19 **As to the First through Fifth Causes of Action:**

- 20 1. That this Court certify the Classes;
- 21 2. That this Court appoint Plaintiff as the representative of the Classes;
- 22 3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;
- 23 4. That this Court award actual, compensatory, special, and general damages as well as
24 restitutionary relief to Plaintiff and the members of the Class;
- 25 5. That this Court award injunctive relief, including that available under Labor Code §§
26 226(h) and 248.5(e), and Business and Professions Code § 17203;
- 27 6. That this Court award penalties and liquidated damages including, but not limited to,
28 those available under Labor Code §§ 203, 226, 226.7, 512 and 1194.2;

- 1 7. That this Court award statutory attorneys' fees and costs, including those available
2 under Labor Code §§ 218.5, 226(e)(1), 226(h), 248.5(e), and 1194, as well as Code of
3 Civil Procedure § 1021.5;
4 8. That this Court award prejudgment and post-judgment interest according to any
5 applicable provision of law or as otherwise permitted by law; and
6 9. That this Court award such other and further relief as the court deems just and proper.

7 **DATED:** April 11, 2023

MAYALL HURLEY P.C.

8
9 By _____



JENNY D. BAYSINGER

Attorneys for Plaintiff and the Putative Class

EXHIBIT 1

WM Corporate Services Inc.	
WM Corporate Services Inc. 1001 Fannin Street Houston, TX 77002 1-800-964-3373	
EMPLOYEE	
Employee ID:	332681
Taxable Marital Status:	Married
Federal Allow:	0
CA State Allow:	0
Bus Unit:	04954
Loc:	08382
Dept:	407710
Employee Type:	Nonexempt



Advice	
Pay Period:	05/29/2022 - 06/04/2022
Advice Date:	06/10/2022
Advice #:	49285584
Company Name:	WM Corporate Services Inc.
Pay Group:	C3H
PAYEE	
Mariah Grace Y Banguis 1982 PISA CIR STOCKTON CA 95206	

Description:	Rate	Hours	This Period	Hours YTD	Year to Date
EARNINGS					
Guarantee Reg Hours	17.800000	0.33	5.87	3.27	58.23
Holiday	17.800000	8.00	142.40	8.00	142.40
Overtime 1 1/2	26.700000	0.72	19.22	2.82	75.30
Regular Earnings/Hourly	17.800000	32.00	569.60	310.62	5,529.04
CA Meal Premium			0.00	1.00	17.80
Total Hours Paid/Gross Pay:		41.05	737.09	325.71	5,822.77
Total Hours Worked:		32.72			
TAX DEDUCTIONS					
Fed Withholding			23.90		183.82
Fed MED/EE			10.69		84.43
Fed OASDI/EE			45.70		361.01
CA Withholding			10.24		80.29
CA OASDI/EE			8.11		64.05
Total Tax Deductions:			98.64		773.60
BEFORE-TAX DEDUCTIONS					
Total Before-Tax Deductions:			0.00		0.00
AFTER-TAX DEDUCTIONS					
Total After-Tax Deductions:			0.00		0.00
NET PAY					
Total Net Pay:			638.45		5,049.17

DIRECT DEPOSIT INFORMATION

ACCOUNT TYPE	ACCOUNT NUMBER	DEPOSIT AMOUNT
Checking	XXXXXX0797	\$638.45

EXHIBIT 2



Pay Group :	US Weekly Sun-Sat	Facility ID :	TX0004
Pay Begin Date :	07/03/2022	Check/Advice # :	0343158834
Pay End Date :	07/09/2022	Check Date :	07/15/2022

Payee	Employee		Tax Data				
Mariah Grace Banguis 1982 PISA CIR Stockton, CA 95206	Person # :	332681	Type	Filling Status	Allowance	Exempt	Add Amt
	Department :	Corporate Customer Experience 1	FEDERAL	M	\$0.00	N	\$0.00
	Employer:	WM Corporate Services, Inc.	CA	M	\$0.00	N	\$0.00
	Job Title :	Representative I, Customer Service					
	Pay Rate :	17.8000 Hourly					

Hours and Earnings				Additional Compensation and Overtime Adjustments					
Description	Rate	Hours	Earnings	Description	Start Date	End Date	Rate	Hours	Earnings
Protected Hours	17.8000	4.00	\$71.20						
Guaranteed Reg Hours	17.8000	0.33	\$5.87						
Regular Earnings Hourly	17.8000	28.45	\$506.41						
Overtime	8.9000	0.40	\$3.56						
Total			\$587.04	Total					\$0.00

Before- Tax Deductions			After- Tax Deductions			Taxes		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
						Social Security EE	\$36.40	\$568.40
						Fed Income Tax	\$8.90	\$269.27
						Medicare EE	\$8.51	\$132.93
						State Income Tax (CA)	\$6.94	\$123.99
						State Disability EE (CA)	\$6.45	\$100.84
Total	\$0.00	\$0.00	Total	\$0.00	\$0.00	Total	\$67.20	\$1,195.43

Summary					
	Total Gross	FED Taxable Gross	Total Taxes	Total Deductions	Net Pay
Current	\$587.04	\$587.04	\$67.20	\$0.00	\$519.84
Year to Date	\$9,167.68	\$9,167.68	\$1,195.43	\$0.00	\$7,972.25

PTO Hours	Balance	Employer Paid Benefits			Total Hours Worked	Net Pay Distribution		
		Description	Current	YTD	Pay Period Total: 28.78	Payment Method	Account	Amount
						Direct Deposit	XXXXXXXXX0797	\$519.84
		Total				Total		\$519.84

EXHIBIT 3



Pay Group :	US Weekly Sun-Sat	Facility ID :	TX0004
Pay Begin Date :	06/26/2022	Check/Advice # :	0251552395
Pay End Date :	07/02/2022	Check Date :	07/08/2022

PTO Hours	Balance	Employer Paid Benefits			Total Hours Worked	Net Pay Distribution		
		Description	Current	YTD	Pay Period Total: 41.27	Payment Method	Account	Amount
						Direct Deposit	XXXXXXXXX0797	\$642.47
		Total				Total		\$642.47