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FARANAK KIANFAR, DIEMVY PHAM, LISA
FITZGIBBONS, CYNTHIA GUERRERO, and
RENE PERALTA, as individuals and on behalf of
others similarly situated.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

RUTH JOY SEGOVIA; FARANAK
KIANFAR; DIEMVY PHAM; LISA
MATHEWS FITZGIBBONS; CYNTHIA
GUERRERO; and RENE AMEL PERALTA; as
individuals, and on behalf of others similarly
situated,

Plaintiffs,

v.

ARTEMIS HEADLANDS, LLC, a Delaware
corporation; MAURO ORMEDILLA, an
individual; and DOES 1 through 25,
inclusive,

Defendants.

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County of San Diego
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Clerk of the Superior Court
By S. Felix ,Deputy Clerk

Case No.: 24CU020914C

CLASS ACTION COMPLAINT FOR:

- 1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.***
- 2. FAILURE TO PAY MINIMUM AND OVERTIME COMPENSATION IN VIOLATION OF CAL. LAB. CODE §§ 510, 1194, 1997, 1197.1, AND 1198**
- 3. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE §226;**
- 4. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202, 203**
- 5. FAILURE TO PROVIDE MEAL AND REST BREAKS IN VIOLATION OF CAL. LAB. CODE §226.7, 512**
- 6. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE §2802**
- 7. RETALIATION IN VIOLATION OF CAL. LAB CODE §1102.5**

1 Plaintiffs RUTH JOY SEGOVIA (*hereinafter* “Segovia”), FARANAK KIANFAR
2 (*hereinafter* “Kianfar”), DIEMVY PHAM (*hereinafter* “Pham”), LISA MATHEWS
3 FITZGIBBONS (*hereinafter* “Fitzgibbons”), CYNTHIA GUERRERO (*hereinafter*
4 “Guerrero”), and RENE AMEL PERALTA (*hereinafter* “Peralta”) (*collectively referred to*
5 *hereinafter as* “Plaintiffs”) on behalf of themselves, and on behalf of others similarly situated,
6 file the present Class Action Complaint against Defendants ARTEMIS HEADLANDS, LLC, a
7 Delaware corporation; MAURO ORMEDILLA, an individual; and DOES 1 through 25,
8 inclusive, (*collectively referred to hereinafter as* “Defendants”), and allege as follows:

9 **THE PARTIES**

10 1. Plaintiffs bring this action against their former employer Defendants ARTEMIS
11 HEADLANDS, LLC, MAURO ORMEDILLA, and DOES 1 through 25, inclusive, on behalf
12 of themselves, and on behalf of all current and former non-exempt employees employed by
13 Defendants in California (the “Class” or “Represented Employees”), for Labor Code violations
14 stemming from Defendants’ failure to pay all wages owed, including minimum, overtime, and
15 double time wages, failure to provide meal periods, failure to provide rest breaks, failure to
16 timely pay wages upon separation of employment, failure to reimburse for required
17 expenditures, and failure to provide accurate itemized wage statements.

18 2. Plaintiff RUTH JOY SEGOVIA was employed by Defendants from
19 approximately July 15, 2020, through November 2022.

20 3. Plaintiff FARANAK KIANFAR was employed by Defendants from
21 approximately December 2022, through May 2023.

22 4. Plaintiff DIEMVY PHAM was employed by Defendants from approximately
23 October 2022, through July 2023.

24 5. Plaintiff LISA FITZGIBBONS was employed by Defendants from
25 approximately February 2022, through June 2024.

26 6. Plaintiff CYNTHIA GUERRERO was employed by Defendants from
27 approximately July 2021, and currently remains employed by Defendants, but has not been on
28 the schedule for the last approximate three (3) months.

7. Plaintiff RENE AMEL PERALTA was employed by Defendants from approximately November 2021 through October 2023.

8. Defendant ARTEMIS HEADLANDS, LLC. (*hereinafter* “Headlands”) is a Delaware corporation that, at all relevant times herein, was and is registered to do business in California. At all relevant times herein, Headlands did conduct and continues to conduct substantial business within California.

9. Based on information and belief, Defendant MAURO ORMEDILLA is an individual and the owner, officer, director, or managing agent of Headlands, and among other things, exercised control over the working conditions, hours, and wages of the Represented Employees, including Plaintiffs. Plaintiffs are further informed and believe that MAURO ORMEDILLA violated or caused to be violated the Labor Code provisions referenced herein and is therefore liable under California Labor Code section 558.1.

10. The policies, practices and customs of Defendants described herein have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the parameters of the California Labor Code, Business and Professions Code and applicable IWC wage orders. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 12 are persons, corporations or other entities which reside or are authorized to do and are doing business in the State of California. The true identities of DOES 1 through 12 are currently unknown to Plaintiffs; therefore, Plaintiffs now sue DOES 1 through 12 by such fictitious names. Plaintiffs will amend this Complaint to state the proper names of each Doe Defendant when its identity is discovered.

11. Plaintiffs are informed and believe, and thereon allege, that DOES 13 through 25 are persons, corporations, or other entities which reside or are authorized to do and are doing business in the State of California. The true identities of DOES 13 through 25 are currently unknown to Plaintiffs and therefore Plaintiffs pray for leave to amend this Complaint to assert the proper names of each Doe Defendant when its identity is discovered. Plaintiffs are informed and believe, and thereon allege, that DOES 13 through 25 were the managerial agent, employee, predecessor, subsidiary successor, joint venture, co-conspirator, owner, officer, alter

ego, and/or representative of each and every other Defendant named herein or identified as DOES 1 through 12, and acted with the permission, authorization and/or ratification and consent of each and every other Defendant at all relevant times herein.

12. Plaintiffs are further informed and believe, and thereon allege that, at all relevant times, each of the Defendants including DOES 1 through 25, whether named or fictitious, were the agent or employee of each of other, the alter ego of each other, and in doing the things alleged to have been done in the complaint, acted within the scope of such agency or employment, or ratified the acts of the other.

GENERAL ALLEGATIONS

13. Defendants initially employed Segovia as a Clinical Research Assistant (*hereinafter* "CRA"). Segovia was initially paid an hourly rate of \$17 an hour and was promoted two times: first, on or around December 2, 2021, to the position of CRA Team Lead with compensation thereafter at a rate of twenty-six (\$26) dollars per hour, and second, on or around April 5, 2022, to the position of CRA Supervisor with compensation thereafter at a rate of thirty (\$30) dollars per hour. Segovia remained scheduled for three (3) shifts per week through the entirety of her employment, working approximately 12+ hours per shift.

14. Fitzgibbons was initially employed as a Research Assistant and was compensated at a rate of twenty (\$20) dollars per hour. Ms. Fitzgibbons was hired as a part-time employee, and usually worked between one and two (1 – 2) shifts per week, working approximately 12+ hours per shift

15. Pham was initially employed as a Research Assistant and was compensated at a rate of eighteen (\$18) dollars per hour. Pham was hired as a part-time employee, and usually worked between one and two (1 – 2) shifts per week., working approximately 12+ hours per shift.

16. Kianfar was initially employed as a Research Assistant and was compensated at a rate of nineteen (\$19) dollars per hour. Kianfar was hired as a part-time employee, and usually worked between one and two (1 – 2) shifts per week, working approximately 12+ hours per shift.

1 17. Beginning on or around October 2022, through to the end of her employment,
2 Segovia tendered several complaints to Defendants, which included but were not limited to
3 topics such as an unsafe work environment, California Labor Code Violations, sexual abuse,
4 and certain policy violations.

5 18. Shortly after such complaints began to be tendered by Segovia, she received an
6 extremely negative annual review—her prior reviews had been exemplary, as evidenced by her
7 multiple promotions. In the following months, Segovia was subjected to several adverse
8 employment actions, including but not limited to a reduction of employee benefits, and reduced
9 authority and responsibility.

10 19. On information and belief, Plaintiff Segovia alleges that such adverse
11 employment actions as aforementioned were substantially motivated by Segovia’s prior
12 complaints as to Defendants’ unlawful practices with respect to Plaintiffs and the Class.

13 20. Both Plaintiffs and the Class were scheduled exclusively for twelve (12) hour
14 shifts. Generally, such twelve (12) hours shifts were scheduled for between one (1) and three
15 (3) shifts per week, sometimes more depending on the needs Despite working more than eight
16 (8) hours in a day or more than forty hours in a week, Defendant failed to pay overtime or
17 double time wages to Plaintiffs and the Class.

18 21. During the relevant time period, Plaintiffs, together with the Class, were not
19 permitted to take two (2) ten (10) minutes rest periods, and two (2) thirty (30) minute meal
20 periods, notwithstanding the requirement that Plaintiffs and the Class work twelve (12) hour
21 shifts.

22 22. Plaintiffs, together with the Class, at all times herein mentioned, received no
23 wage premiums for missed meal and rest periods.

24 23. Plaintiffs allege that the Class was subjected to the same policies, working
25 conditions, and corresponding wage and hour violations to which Plaintiffs were subjected to
26 during their employment with Defendants.

27 24. Plaintiffs and other members of the Class would not receive all legally required
28 thirty (30) minute uninterrupted meal breaks at the legally permissible times. Plaintiffs and the

1 Class would routinely be forced to take meal breaks after the end of the fifth hour of work due
2 to the workload and schedule. In other circumstances, Plaintiffs and the Class were instructed
3 to clock out for their meal break, but to continue working, effectively working off the clock and
4 missing their legally mandated meal breaks.

5 25. Plaintiffs and the Class were also not provided timely meal periods and were not
6 provided a second meal period when they worked over ten (10) hours. Often times, second
7 meal periods were either interrupted because of the strenuous workloads or not taken at all.
8 Defendants did not encourage or make second meal periods available and did not pay a
9 premium for missed or untimely meal periods.

10 26. Plaintiffs and the Class were regularly required to work in excess of four (4)
11 hours without being provided a ten (10) minute rest period, and when Plaintiffs and the Class
12 was denied ten (10) minute rest periods, they were not provided with one hour of wages in lieu
13 thereof. Similarly, Plaintiffs and the Class were not permitted to take a third ten (10) minute
14 rest period after having worked in excess of eight (8) hours.

15 27. On information and belief, Plaintiffs and the Class were not compensated
16 pursuant to California law with regard to the overtime and double time hours worked.
17 Specifically, there were many instances where Plaintiffs and the Class were not properly paid
18 time-and-a-half rate for hours worked in excess of eight (8) hours per day, and were not paid
19 double rate for hours worked in excess of twelve (12) hours per day. The extent to which
20 Plaintiffs and the Class have been deprived of wages from Defendants' non-payment of all
21 overtime wages is difficult to calculate and subject to proof at trial.

22 28. Defendant also failed to reimburse Plaintiffs and the Class for all necessary
23 expenditures incurred as direct consequence of the discharge of their duties, including but not
24 limited to, reimbursement for cell phone use. Plaintiffs and the Class were often required to use
25 their personal phones in the execution of their duties, but were not compensated for all such use
26 by Defendants.

27 29. As result of Defendants' conduct, Defendants violated the applicable Labor
28 Code and Industrial Welfare Commission ("IWC") Wage Order requirements. Defendants

1 intentionally, knowingly, and willfully engaged in a practice whereby Defendants failed to
2 correctly calculate and record Plaintiffs' and the Class' remuneration. Accordingly, Defendants
3 failed to provide accurate itemized wage statements to Plaintiffs and the Class in accordance
4 with Labor Code §§ 226 and 226.2.

5 30. Plaintiffs also allege that they, and the Class, were not paid all wages due and
6 owing each pay period and upon separation of employment within the applicable time
7 requirement by the Labor Code. Plaintiffs further allege that Defendants failed to pay all wages
8 due and owing to Plaintiffs and the Class at the time their relative employments ended with
9 Defendants, including but not limited to minimum, overtime, and double time wages, wage
10 premiums, reimbursements, among others.

11 31. By reason of Defendants' conduct applicable to Plaintiffs and the Class,
12 Defendants committed acts of unfair competition in violation of the California Unfair
13 Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL"), by engaging in a
14 company-wide policy and procedure which failed to accurately calculate and record the correct
15 amount of time worked by Plaintiffs and the Class. The proper calculation of these employees'
16 time worked is the Defendants' burden. As a result of Defendants' intentional disregard of the
17 obligation to meet this burden, Defendants failed to properly calculate and/or pay all required
18 overtime, reporting time and minimum wage compensation for work performed by Plaintiffs
19 and the Class and violated the California Labor Code and regulations promulgated thereunder
20 as herein alleged.

21 32. By the conduct alleged herein, Defendants have engaged and continue to engage
22 in a business practice which violates California law, including but not limited to, the applicable
23 Wage Order(s), the California Code of Regulations and the California Labor Code including
24 Sections 203, 204, 210, 226, 226.2, 226.7, 510, 512, 1194, 1197, 1197.1, 1198 and 2802 for
25 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
26 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
27 unfair competition, including restitution of wages wrongfully withheld.

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CLASS ACTION ALLEGATIONS

33. Plaintiffs incorporate each of the preceding paragraphs of the Complaint as if fully alleged herein.

34. Plaintiffs brings this action on behalf of themselves and all others similarly situated as a class action, pursuant to Code of Civil Procedure § 382.

35. The relevant time period for this class action is defined as the period beginning four years prior to the filing of this action until final judgment (*the* “Class Time Period”).

36. The Class, also referred as “Represented Employees”, that Plaintiffs seek to represent is defined as follows:

Represented Employees

All current and former non-exempt employees employed by Defendants in California during the Class Time Period.

37. Plaintiffs also seek to represent the following subclasses:

Meal Break Subclass

All Represented Employees who worked a shift in excess of ten (10) hours during the Class Time Period.

Rest Break Subclass

All Represented Employees who worked a shift in excess of eight (8) hours during the Class Time Period.

Waiting Time Penalties Subclass

All Represented Employees who separated from their employment with Defendants during the period three years before the filing of this action and ending when final judgment is entered.

Reimbursement Subclass

All Represented Employees to whom Defendants failed to fully reimburse all expenses for work-related duties within the Class Time Period.

Wage Statement Penalties Subclass

All Represented Employees during the period one year before filing of this action and ending with final judgment is entered.

38. Plaintiffs reserve the right to amend or modify the class description with greater or further division into subclasses or limitation to particular issues as appropriate.

39. Plaintiffs, as class representatives, are members of the class and subclasses that they seek to represent.

1 40. This action has been brought and may properly be maintained as a class action
2 under the Code of Civil Procedure section 382 because there is a well-defined community of
3 interest in this litigation and the proposed class is easily ascertainable from Defendants'
4 records.

5 41. **Numerosity**: The potential members of the Class as defined are so numerous
6 that a joinder of all Represented Employees is impracticable. Although the exact number is
7 currently unknown to Plaintiffs, this information is easily ascertainable from Defendants'
8 records.

9 42. **Commonality**: There are questions of law and fact common to the class which
10 predominate over any questions affecting only individual members of the class, including
11 without limitation:

- 12 a. Whether Defendants violated the California Labor Code and
13 applicable IWC Wage Order by failing to pay proper overtime or
14 double time wages to Plaintiffs and the Represented Employees for
15 hours above eight (8) and/or twelve (12) per day and/or forty (40) per
16 week;
- 17 b. Whether Defendants violated the California Labor Code and
18 applicable IWC Wage Order by failing to provide compliant meal
19 periods to Plaintiffs and the Meal Break Subclass and whether
20 Defendants failed to compensate Plaintiffs and the Meal Break
21 Subclass with one (1) additional hour of wages at the regular rate of
22 pay for each instance when a compliant meal period was not
23 provided;
- 24 c. Whether Defendants violated the California Labor Code and
25 applicable IWC Wage Order by failing to provide compliant rest
26 breaks to Plaintiffs and the Rest Break Subclass and whether
27 Defendants failed to compensate Plaintiffs and the Rest Break
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Subclass with one (1) additional hour of wages at the regular rate of pay for each instance when a paid rest break was not provided;

- d. Whether Defendants violated the California Labor Code by failing to timely pay all wages due upon separation of employment between Defendants and Plaintiffs and the Waiting Time Penalties Subclass;
- e. Whether Defendants failed to properly reimburse Plaintiffs and the Reimbursement Subclass for necessary business related expenditures and costs;
- f. Whether Defendants violated the California Labor Code by failing to provide Plaintiffs and the Wage Statement Penalties Subclass with complete, accurate, itemized wage statements;
- g. Whether Defendants violated California Business & Professions Code §§ 17200 et seq. due to the: failure to pay all wages owed (including minimum wage and overtime), failure to provide mandated paid rest breaks, failure to provide mandated meal periods, failure to provide reimbursements, failure to provide accurate itemized wage statements, and failure to timely pay final wages; and
- h. Whether Plaintiffs and Represented Employees are entitled to equitable relief pursuant to California Business & Professions Code §§ 17200 et seq.

43. **Typicality**: Plaintiffs' claims, as the Class Representatives, are typical of the claims of the Class. Plaintiffs, like other members, of the class, were subjected to Defendants' ongoing Labor Code and Wage Order violations including failure to pay overtime and double-time wages, failure to provided mandated meal periods, failure to provide mandated rest breaks, failure to timely pay wages upon separation of employment, failure to reimburse for business expenses, and failure to provide accurate itemized wage statements.

44. **Adequacy of Representation**: Plaintiffs, as Class Representatives, will fairly and adequately represent and protect the interests of the Class. Plaintiffs' interests are not in

1 conflict with those of the Class. Class Representatives' counsel are competent and experienced
2 in litigating large employment class actions and other complex litigation matters, including
3 cases similar to the present.

4 45. **Superiority of Class Action:** Class certification is appropriate because a class
5 action is superior to other available means for the fair and efficient adjudication of this
6 controversy. Individual joinder of all Represented Employees is not practicable, and questions
7 of law and fact common to the Class predominate over any questions affecting only individual
8 members of the Class. Each Represented Employee has been damaged and is entitled to
9 recovery by reason of Defendants' illegal policies and practices set forth above. Class action
10 treatment will allow those similarly situated persons to litigate their claims in the manner that is
11 most efficient and economical for the parties and the judicial system.

12 **FIRST CAUSE OF ACTION**
13 **UNFAIR COMPETITION VIOLATION OF**
14 **[Cal. Bus. & Prof. Code § 17200, *et seq.*]**

15 **[By Plaintiffs and the Class and Against All Defendants]**

16 46. Plaintiffs reallege and incorporate by reference each paragraph of this Complaint
17 as though fully set forth herein.

18 47. Defendants are a "person" as that term is defined under Cal. Bus. and Prof. Code
19 section 17021. California Business & Professions Code section 17200, *et seq.* (the "UCL")
20 defines unfair competition as any unlawful, unfair, or fraudulent business acts or practices.
21 Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to
22 unfair competition as follows:

23 Any person who engages, has engaged, or proposes to engage in
24 unfair competition may be enjoined in any court of competent
25 jurisdiction. The court may make such orders or judgments,
26 including the appointment of a receiver, as may be necessary to
27 prevent the use or employment by any person of any practice
28 which constitutes unfair competition, as defined in this chapter,
or as may be necessary to restore to any person in interest any
money or property, real or personal, which may have been
acquired by means of such unfair competition. Cal. Bus. & Prof.
Code § 17203.

1 48. By the conduct alleged herein, Defendants have engaged and continue to engage
2 in business practices which violate California law, including but not limited to, the applicable
3 Wage Order(s), the California Code of Regulations and the California Labor Code including
4 sections 203, 204, 226, 226.7, 510, 512, 1194, 1198 & 2802, for which this Court should issue
5 declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be
6 necessary to prevent and remedy the conduct held to constitute unfair competition, including
7 restitution of wages wrongfully withheld.

8 49. By the conduct alleged herein, Defendants' practices were unlawful and unfair
9 in that these practices violated public policy, were immoral, unethical, oppressive,
10 unscrupulous or substantially injurious to employees, and were without valid justification or
11 utility for which this Court should issue equitable and injunctive relief pursuant to section
12 17203 of the California Business & Professions Code, including restitution of wages
13 wrongfully withheld.

14 50. By the conduct alleged herein, Defendants' practices were deceptive and
15 fraudulent in that Defendants' uniform policy and practice failed to pay Plaintiffs and the Class
16 wages due for all time worked, failed to pay wages due for all overtime worked, failed to
17 accurately to record the applicable rate of all overtime worked, failed to provide meal and rest
18 breaks, failed to provide reimbursement for all business expenses incurred, and failed to timely
19 pay Plaintiffs and the Class after they were discharged. These companywide practices that
20 cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare
21 Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
22 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
23 including restitution of wages wrongfully withheld.

24 51. By the conduct alleged herein, Defendants' practices were also unlawful, unfair
25 and deceptive in that Defendants' employment practices caused Plaintiffs and the Class to be
26 underpaid during their employment with Defendants.

27 52. By the conduct alleged herein, Defendants' practices were also unfair and
28 deceptive in that Defendants' uniform policies, practices and procedures failed to provide

1 mandatory meal and/or rest breaks to Plaintiffs and the Class as required by Cal. Lab. Code §§
2 226.7 and 512. Therefore, Plaintiffs and the Class demands one (1) hour of pay for each
3 workday in which a rest period was not timely provided as required by law; and one (1) hour of
4 pay for each workday in which a meal period was not timely provided as required by law.

5 53. By and through the unlawful and unfair business practices described herein,
6 Defendants have obtained valuable property, money and services from Plaintiffs and the Class,
7 including earned wages for all overtime worked, and have deprived them of valuable rights and
8 benefits guaranteed by law and contract, all to the detriment of Defendants' employees and to
9 the benefit of Defendants so as to allow Defendants to unfairly compete against competitors
10 who comply with the law.

11 54. All the acts described herein as violations of, among other things, the Industrial
12 Welfare Commission Wage Orders, the California Code of Regulations, and the California
13 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
14 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
15 deceptive business practices in violation of Cal. Bus. & Prof. Code section 17200, *et seq.*

16 55. Plaintiffs and the Class are entitled to, and do, seek such relief as may be
17 necessary to restore to them the money and property which Defendants have acquired, or of
18 which Plaintiffs have been deprived, by means of the above described unlawful and unfair
19 business practices, including earned but unpaid wages for all overtime worked.

20 56. Plaintiffs and the Class are further entitled to, and do, seek a declaration that the
21 described business practices were unlawful, unfair and deceptive, and that injunctive relief
22 should be issued restraining Defendants from engaging in any unlawful and unfair business
23 practices in the future.

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SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM AND OVERTIME COMPENSATION

[Cal. Lab. Code §§ 510, 1194, 1997, 1197.1, and 1198]

[By Plaintiff and the Class and Against All Defendants]

57. Plaintiffs reallege and incorporate by reference each paragraph of this Complaint as though fully set forth herein.

58. Plaintiffs and the Class brings this claim for Defendants' willful and intentional violations of the California Labor Code and IWC requirements for Defendants' failure to accurately calculate and pay minimum and overtime wages to Plaintiffs and the Class.

59. Pursuant to California Labor Code section 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

60. California Labor Code section 510 provides that employees shall not be employed more than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

61. California Labor Code section 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

62. California Labor Code section 1194 establishes an employee's right to recover unpaid wages including minimum and overtime compensation and interest thereon, together with costs of suit. California Labor Code section 1198 further states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

63. Defendants maintains a uniform wage practice of paying Plaintiffs and the Class without regard to the correct amount of time or number of hours worked. Additionally, Defendants failed to properly pay overtime rates and/or incorporate all wages earned in order to calculate the regular rate of pay as set forth in California Labor Code section 510. As set forth

herein, Defendants' uniform policy and practice is to unlawfully and intentionally deny timely payment of wages due to Plaintiffs and the Class.

64. Defendants' uniform pattern of unlawful wage and hour practices applicable to Plaintiffs and the Class are the result of a uniform policy and practice that denies accurate compensation to Plaintiffs and the Class in regard to minimum, overtime, and double time pay. Defendants' acts are an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the IWC requirements and other applicable laws and regulations.

65. As a direct result of Defendants' unlawful wage practices as alleged herein, Plaintiffs and the Class did not receive the correct minimum, overtime, and double time compensation for work performed for Defendants, and have therefore been damaged in an amount subject to proof at trial.

66. Defendants knew or should have known that Plaintiffs and the Class were under-compensated for their hours worked. Defendants systematically elected, either through intentional malfeasance or gross negligence, to not pay Plaintiffs and the Class for their labor as a matter of uniform company policy, practice and procedure, and Defendants perpetrated this systematic scheme by refusing to pay Plaintiffs the correct minimum, overtime, and double time wages for hours worked.

67. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate Plaintiffs and the Class for all hours worked including overtime and double-time, Defendants acted and continues to act intentionally, oppressively, and maliciously toward Plaintiff and the Class with an utter disregard for their legal rights, and with the despicable intent of depriving Plaintiff and the Class of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of Plaintiffs and the Class.

68. Plaintiffs and the Class therefore request recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants in the amount as provided by the California Labor Code

and/or other applicable statutes. To the extent minimum and overtime compensation is determined to be owed to Plaintiffs prior to their separation from employment, Defendants' conduct also violates California Labor Code section 201 and/or 202, and therefore Plaintiffs and the Class are also be entitled to waiting time penalties under California Labor Code section 203, which are sought herein.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS

[Cal. Lab. Code § 226]

[By Plaintiffs and the Class and Against All Defendants]

69. Plaintiffs reallege and incorporate by reference each paragraph of this Complaint as though fully set forth herein.

70. California Labor Code section 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

- a. Gross wages earned;
- b. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) Section 515 or any applicable order of the Industrial Welfare Commission;
- c. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- d. All deductions, provided that all deductions made on written order of the employee may be aggregated and show as one item;
- e. Net wages earned;
- f. The name of the employee or his or her social security number. Except that by January 1, 2008, only the last four digits of his or her social security number or any employee identification number other than a social security number may be shown on the itemized statement;
- g. The name and address of the legal entity that is the employer;
- h. All applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee.

71. When Plaintiffs and the Wage Statement Penalties Subclass worked overtime, double time, expended funds for necessary expenses but were not properly reimbursed, or missed meal and rest periods, Defendants violated California Labor Code section 226 in that

Defendants failed to provide an accurate wage statement in writing that properly and accurately itemized the amount owed to Plaintiffs and the Wage Statement Penalties Subclass for compensable time worked, penalties incurred, or reimbursable costs expended.

72. Additionally, Defendants deliberately inaccurately recorded the total compensable hours worked by Plaintiffs and the Wage Statement Penalties Subclass in order to avoid the payment of overtime compensation in violation of Labor Code section 226.

73. Defendants knowingly and intentionally failed to comply with Labor Code section 226, causing damages to Plaintiffs and the Wage Statement Penalties Subclass. These damages include, but are not limited to, costs expended calculating the true amount of time worked and the amount of employment taxes, which were not properly paid to state and federal tax authorities. Plaintiffs and the Wage Statement Penalties Subclass elects to recover fifty (\$50.00) dollars for the initial pay period in which the violation occurred, and one hundred (\$100.00) dollars for each violation in subsequent pay period pursuant to Labor Code section 226, in an amount according to proof at the time of trial (but not more than four thousand (\$4,000.00) dollars) for each Represented Employee.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE WAGES WHEN DUE

[Cal. Lab. Code §§ 201, 202, 203]

[By Plaintiffs and the Class and Against All Defendants]

74. Plaintiffs reallege and incorporate by reference each paragraph of this Complaint as though fully set forth herein.

75. Many of the Plaintiffs have been separated from their employment under Defendants. Plaintiffs and the Waiting Time Penalties Subclass are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing the timing and payment of wages.

76. Cal. Lab. Code section 200 provides, in relevant part, that:
As used in this article: (a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation. (b)

"Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

77. California Labor Code section 201 provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

78. California Labor Code section 202 provides, in relevant part, that: If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

79. There was no definite term in Plaintiffs' and the Waiting Time Penalties Subclass employment contracts. California Labor Code section 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

80. Even after Plaintiffs and the members of the Waiting Time Penalties Subclass' employment have been separated, Defendants have not tendered an accurate payment for all wages earned, as required by law.

81. Accordingly, Plaintiffs and the Waiting Time Penalties Subclass demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination and demands an accounting and payment of all wages due, plus interest and statutory costs as provided by California Labor Code section 203.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL AND REST BREAKS

[Cal. Lab. Code §§ 226.7, 512]

[By Plaintiffs and the Class and Against All Defendants]

82. Plaintiffs reallege and incorporate by reference each paragraph of this Complaint as though fully set forth herein.

83. California Labor Code § 226.7 requires employers, including Defendants, to provide rest periods to its non-exempt employees as mandated by Order of the Industrial Welfare Commission.

84. California Labor Code section 512 requires employers, including Defendants, to provide meal periods to its non-exempt employees, which consist of one meal period of not less than thirty (30) minutes for a work period of five (5) or more hours. Section 512 similarly prevents an employer from employing an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

85. The applicable Industrial Welfare Commission Wage Order requires that every employer authorize and permit all employees to take rest periods, consisting of one ten (10) minute rest period every four (4) hours or major fraction thereof that each employee works. Each rest period is to be counted as hours worked, for which there shall be no deduction from wages.

86. Pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order, Defendants shall pay Plaintiff one (1) additional hour of pay at their regular rate of compensation for each day the rest period is not provided.

87. Pursuant to Labor Code section 512.1(c), an employer failing to provide an employee with such mandatory meal periods must thereby pay such employee one (1) additional hour of pay at the employee's regular rate of compensation for each day that such meal period was not provided.

1 88. Plaintiffs, the Rest Break Subclass, and the Meal Break Subclass were
2 frequently required to work in excess of four (4) continuous hours without being provided a
3 paid ten (10) minute rest period. Plaintiffs, the Rest Break Subclass, and the Meal Break
4 Subclass were also not compensated with one (1) hour of wages in lieu thereof as a “premium.”
5 As a result of their rigorous work schedules, Defendants regularly denied Plaintiffs’ and the
6 Rest Break Subclass their legally required rest periods, and similarly regularly denied
7 Plaintiffs’ and the Meal Break Subclass their legally required meal periods.

8 89. Specifically, as to Plaintiffs’ and the Rest Break Subclass’ rest periods, as
9 aforementioned, Plaintiffs and the Class generally, including the Rest Break Subclass, were
10 exclusively scheduled for twelve (12) hour shifts through the Class Time Period.
11 Notwithstanding such schedule, Plaintiffs and the Rest Break Subclass were often denied their
12 ten (10) minute rest periods prior to having worked four (4) consecutive hours or major fraction
13 thereof, and moreover, were only ever permitted to take two (2) ten (10) minute rest breaks,
14 despite being legally entitled to three (3) rest periods.

15 90. As to Plaintiffs’ and the Meal Break Subclass’ meal periods, the nature of the
16 work performed by Plaintiffs and the Meal Break Subclass very often prevented them from
17 being relieved of all of their duties for the legally required off-duty meal periods. Moreover,
18 notwithstanding the fact that Plaintiffs and the Meal Break Subclass were always scheduled for
19 twelve (12) hour shifts, Plaintiffs and the Meal Break Subclass only ever received one (1) thirty
20 (30) minutes meal period, despite the fact that Plaintiffs and the Meal Break Subclass were
21 legally entitled to two (2) such meal periods. Defendants’ failure to provide Plaintiffs and the
22 Meal Break Subclass with legally required meal breaks prior to their fifth (5th) hour of work
23 and again after their tenth (10th) is evidenced by Defendants’ business records. As a result,
24 Plaintiffs and the Meal Break Subclass forfeited meal breaks without additional compensation
25 and in accordance with Defendants strict corporate policy and practice.

26 91. Defendants further violated California Labor Code §§ 226.7 and the applicable
27 IWC Wage Order by failing to compensate Plaintiffs, the Rest Break Subclass, and the Meal
28

1 Break Subclass with one (1) additional hour of compensation at Plaintiffs' regular rate of pay
2 for each workday that a rest period or meal period was not provided or timely.

3 92. As a proximate result of the aforementioned violations, Plaintiffs, the Rest
4 Break Subclass, and the Meal Break Subclass have been damaged in an amount according to
5 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES**

8 **[Cal. Lab. Code §2802]**

9 **[By Plaintiffs and the Class and Against All Defendants]**

10 93. Plaintiffs reallege and incorporate by reference each paragraph of this Complaint
11 as though fully set forth herein.

12 94. California Labor Code section 2802 provides, in relevant part, that:
13 An employer shall indemnify his or her employee for all
14 necessary expenditures or losses incurred by the employee in
15 direct consequence of the discharge of his or her duties, or of his
16 or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the
directions, believed them to be unlawful.

17 95. At all relevant times herein, Defendants violated California Labor Code section
18 2802 by failing to indemnify and reimburse Plaintiffs and the Reimbursement Subclass for
19 required expenses incurred in the discharge of their job duties for Defendants' benefit.
20 Defendants failed to reimburse Plaintiffs and the Reimbursement Subclass for expenses which
21 include, but are not limited to, costs related to using Plaintiffs' personal cellular phone on
22 behalf of and for the benefit of Defendants. These expenses were necessary for Plaintiffs and
23 the Reimbursement Subclass to complete their principal job duties.

24 96. Defendants failed to indemnify and reimburse Plaintiffs and the Reimbursement
25 Subclass for any and all of these expenses as an employer is required to do under the laws and
26 regulations of the State of California.

27 97. Plaintiffs and the Reimbursement Subclass are entitled to be reimbursed for
28 expenditures or losses incurred by them in the discharge of their job duties for Defendants.

SEVENTH CAUSE OF ACTION

RETALIATION

[Cal. Lab. Code §§98.6, 1102.5]

[By Plaintiff RUTH JOY SEGOVIA and Against All Defendants]

98. Plaintiffs reallege and incorporate by reference each paragraph of this Complaint as though fully set forth herein.

99. California Labor Code section 98.6 provides, in relevant part, that:

(a) A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter . . . [or] because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to their rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that they are owed unpaid wages . . . or because of the exercise by the employee or applicant for employment on behalf of themselves or others of any rights afforded them.

100. California Labor Code section 1102.5 provides, in relevant part, that:

(b) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

101. It is the public policy of the State of California that employers shall not engage in retaliation against employees who make or file any bona fide complaint or claim with regard to his or her rights which are under the jurisdiction of the Labor Commissioner or the California Civil Rights Department ("CRD"). Defendants violated the public policy of California embodied in California Labor Code sections 98.6 and 1102.5, by taking adverse

1 employment actions against Plaintiff RUTH JOY SEGOVIA, as alleged herein, all in
2 retaliation for asserting her rights under various state and federal laws protecting those who
3 assert such legal rights.

4 102. It is the public policy of the State of California that employers shall not engage
5 in retaliation against employees who make or file any bona fide complaint or claim with regard
6 to his or her rights which are under the jurisdiction of the Labor Commissioner. Defendants
7 violated California Labor Code section 98.6, by taking adverse employment actions against
8 Plaintiff, as alleged herein, all in retaliation for asserting her rights.

9 103. As aforementioned, through the Class Time Period, Plaintiff RUTH JOY
10 SEGOVIA tendered several complaints regarding Defendants' unlawful employment practices,
11 including certain violations of the California Labor Code.

12 104. In the period following such complaints, Ms. Segovia was subjected to several
13 adverse employment actions, including a reduction in authority and responsibility and the
14 denial of certain employment benefits.

15 105. Plaintiff RUTH JOY SEGOVIA alleges thereon that such adverse employment
16 actions were substantially motivated Segovia's previously tendered complaints to Defendants.
17 Specifically, Segovia alleges that Defendants initiated such adverse employment actions in
18 retaliation for such complaints as aforementioned, and as a means by which future complaints
19 might be disincentivized and/or discouraged.

20 106. As a direct and proximate cause of the Defendants' unlawful, wrongful,
21 intentional, and retaliatory conduct and adverse employment actions, Plaintiff RUTH JOY
22 SEGOVIA suffered and continues to suffer emotional distress, worry, humiliation, mental
23 anguish, anxiety, loss of enjoyment of life and related general damages, past and future,
24 medical and out-of-pocket economic and incidental expenses, past and future, lost earnings and
25 loss of career opportunities, past and future, statutory attorney's fees and costs, with interest
26 thereon, in an amount according to proof.

27 107. As a further proximate result of the wrongful acts of Defendants, and each of
28 them, Plaintiff RUTH JOY SEGOVIA has been harmed in that she has suffered the intangible

1 loss of such employment-related opportunities as further work experience and seniority. As a
2 result of such wrongful conduct and consequent harm, Segovia has suffered such damages in an
3 amount to be shown at time of trial within the jurisdiction of the Superior Court of the State of
4 California.

5 108. The acts taken toward Segovia were despicable, oppressive, fraudulent,
6 malicious, deliberate, egregious, and inexcusable manner and in conscious disregard for the
7 rights and safety of Ms. Segovia. Defendant and their agents/employees or supervisors,
8 authorized, condoned and ratified the unlawful conduct of each other. Consequently, Ms.
9 Segovia is entitled to an award of punitive damages against Defendant.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs, and the Class, pray for judgment against Defendants, and
12 each of them, as follows:

- 13 1. That the First through Sixth Causes of Action be certified as a class action;
 - 14 2. That Plaintiffs be appointed as Class Representatives;
 - 15 3. That counsel for Plaintiffs be appointed as Class Counsel;
 - 16 4. For Compensatory Damages of \$1,000,000.00.
 - 17 5. For all applicable statutory penalties recoverable under the First through Seventh
18 Causes of Action to the extent permitted by law, including those pursuant to Labor
19 Code and Orders of the Industrial Welfare Commission, including but not limited to
20 penalties pursuant to statutes set forth in California Labor Code sections 201 – 204,
21 221, 222, 223, 226, 226.3, 226.4, 226.7, 450, 511, 512, 558, 1193.6, 1194.42,
22 1194.5, 1197.1, and other sections inadvertently omitted;
 - 23 6. An order requiring Defendants to pay all wages and all sums unlawfully withheld
24 from compensation due to Plaintiffs and the Class, including but not limited to
25 unpaid wages, benefits, and penalties according to proof;
 - 26 7. An order temporarily, preliminarily and permanently enjoining and restraining
27 Defendants from engaging in similar unlawful conduct as set forth herein.
- 28

8. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of California Labor Code section 226;
9. The amount of the expenses Plaintiffs and the Reimbursement Subclass incurred in the course of their job duties for Defendants, plus interest;
10. For Plaintiffs to receive back pay, front pay, all lost wages and benefits;
11. An award of exemplary and/or punitive damages against Defendants;
12. For liquidated damages;
13. For prejudgment and post judgment interest;
14. For costs and attorneys' fees; and
15. For such other relief as the Court deems just and proper.

Dated: October 31, 2024

NEVELS NICHOLS, LLP

By: Brooke B. Nevels
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