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VENTURA SUPERIOR COURT  
APR 07 2023

Attorneys for Plaintiff  
HAYLEY AARSVOLD

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF VENTURA

HAYLEY AARSVOLD, individually and on  
behalf of the putative class,

Plaintiff,

v.

ALLIANCE TECHNICAL GROUP, LLC, a  
Limited Liability Company; and DOES 1- 50,  
Inclusive,

Defendants.

CASE NO.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Overtime Wages;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Furnish Timely and  
Accurate Itemized Wage Statements;
5. Failure to Pay All Compensation Due  
Upon Discharge; and
6. Unfair, Unlawful, or Fraudulent  
Business Practices (Cal. Bus. & Prof.  
Code § 17200 *et seq.*)

DEMAND FOR JURY TRIAL

1. Plaintiff Hayley Aarsvold ("Plaintiff"), on behalf of herself and all others similarly situated, hereby submits this Complaint against Defendant Alliance Technical Group, LLC, a Tennessee Limited Liability Company doing business in California, and DOES 1 through 50, inclusive (collectively, "Defendants"), and each of them, and alleges as follows:

**INTRODUCTION**

2. This is a class action under California Code of Civil Procedure § 382 seeking damages for unpaid wages, unpaid overtime wages, failure to provide meal and rest breaks, unpaid

CLASS ACTION COMPLAINT

1 meal and rest breaks, failure to provide accurate itemized wage statements, penalties, interest, and  
2 other equitable relief, and reasonable attorneys' fees and costs under Cal. Labor Code ("Labor  
3 Code") §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, and IWC Wage Order  
4 ("Wage Order") No. 4-2001 §§ 4 and 12, No. 5, Cal. Civ. Proc. Code § 1021.5, and restitution  
5 under California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200 *et*  
6 *seq.*

7 3. Plaintiff brings this action on behalf of herself and all other similarly situated  
8 individuals – ***all non-exempt employees and all employees misclassified as exempt currently and***  
9 ***formerly employed by Alliance Technical Group, LLC*** ("Alliance" or "Defendant") (the "Class")  
10 – in the State of California from four years prior to the filing of this Complaint through to the trial  
11 date ("Class Period"). Defendant's violations of California's wage and hours laws and unfair  
12 competition laws, as described more fully below, have been ongoing for at least the past four years,  
13 and are continuing at present.

14 4. During the Class Period, Plaintiff and Class Members were non-exempt employees  
15 as defined under the Labor Code and were entitled to hourly pay, along with premium pay for all  
16 overtime worked in accordance with the Labor Code, and they were entitled to either regular meal  
17 and rest breaks or premium pay for time worked during meal and rest breaks. Plaintiff and Class  
18 Members were also entitled to receive regular, accurate itemized wage statements reflecting the  
19 total amount of money which they were owed and the accurate name of the company employing  
20 them. However, Defendant impermissibly classified Plaintiff and other lower-level Class Member  
21 employees as exempt employees, and thus refused to pay Plaintiff and Class Members any  
22 overtime pay, refused to afford them any meal or rest breaks, and refused to pay them premium  
23 pay for denied meal and rest breaks. Indeed, contrary to its claims otherwise, Alliance continued  
24 to pay Plaintiff and Class Members an hourly wage instead of a salary, reflecting their continued  
25 treatment as non-exempt hourly employees. Yet Alliance continued to deny overtime pay, meal  
26 and rest breaks, and premium pay for denied meal and rest breaks.

27 5. Moreover, Defendant regularly furnished to Plaintiff and all Class Members  
28 inaccurate itemized wage statements. In addition to including inaccurate wages owing to

1 Defendant's willful violation of California's overtime and meal and rest break laws, these wage  
2 statements included the wrong name of the company on each and every statement. Although  
3 "Alliance Technical Group, LLC" is the registered name of the company employing Plaintiff and  
4 Class Members, the wage statements provided the name "Alliance Source Testing" as the  
5 employer, an inaccurate name that is not registered with the California Secretary of State.

6 6. In particular, during the one-year period prior to the filing of this Complaint through  
7 to the trial date ("Wage Statement Class Period"), Defendant knowingly and intentionally failed  
8 to provide Class Members with accurate itemized wage statements ("Wage Statement Subclass"),  
9 in violation of Labor Code § 226(a) and 226.2. Defendant did so by: 1) incorrectly listing the name  
10 of Class Members' employer as "Alliance Source Testing" on wage statements, which is not the  
11 name of the company nor is it the name of any company registered with the California Secretary  
12 of State; and 2) providing wage statements with inaccurate payment amounts, owing to the failure  
13 to pay premium and meal and rest break pay.

14 7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and  
15 Class Members formerly employed by Defendant ("Waiting Time Penalty Subclass Members").  
16 During the "Waiting Time Penalty Subclass Period" – designated as three years prior to the filing  
17 of the Complaint through to the trial date – Defendant failed to pay all compensation due and  
18 owing to Waiting Time Penalty Subclass Members for their overtime and meal and rest break  
19 premium pay upon discharge from employment in violation of Labor Code §§ 201-203.

20 8. As a result of the above Labor Code violations, Defendant committed unfair,  
21 unlawful, and fraudulent business practices, in violation of the UCL.

## 22 **THE PARTIES**

23 9. Plaintiff is and at all times relevant hereto was a resident of the State of California,  
24 County of Ventura.

25 10. Defendant Alliance Technical Group, LLC ("Alliance") is a limited liability  
26 company founded in Tennessee with corporate headquarters in Decatur, Alabama. At all times  
27 relevant hereto, Defendant Alliance does business and employs individuals in the County of  
28 Ventura, State of California.

1           11. Defendant Alliance is Plaintiff's employer within the meaning of the Labor Code  
2 and is therefore subject to the jurisdiction of this Court.

3           12. The true names and capacities, whether individual, corporate, associate, or  
4 otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at  
5 this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave  
6 to amend this Complaint to insert the true names and capacities of said Defendants when the same  
7 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of  
8 the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is  
9 therefore liable to Plaintiff as alleged hereinafter.

10          13. Plaintiff is informed and believes, and based thereupon alleges, that at all times  
11 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,  
12 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of  
13 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least  
14 in part within the course and scope of said agency, employment, conspiracy, joint employment,  
15 alter ego status, and/or joint venture and with the permission and consent of each of the other  
16 Defendants.

17          14. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,  
18 and each of them, including those Defendants named DOES 1-50, acted in concert with one  
19 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or  
20 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is  
21 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,  
22 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common  
23 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts  
24 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing  
25 Plaintiff harm.

26          15. Whenever and wherever reference is made in this Complaint to any act or failure  
27 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to  
28 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

1 **JURISDICTION**

2 16. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor  
3 Code §§ 201-203, 226, 510, 512, 558, 1194, 2802, Wage Order Nos. 4 and 5, and the UCL, Bus.  
4 & Prof. Code §§ 17203 and 17204.

5 17. The amount in controversy for Plaintiff, including claims for civil penalties and pro  
6 rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

7 **VENUE**

8 18. Venue is proper in the County of Ventura pursuant to Cal. Civ. Proc. Code § 395(a)  
9 and 395.5. Defendant is a Tennessee limited liability company with its headquarters in Decatur,  
10 Alabama. Defendant does, however, maintain places of business in California, including in  
11 Camarillo, County of Ventura, California. Many of the actions complained of giving rise to this  
12 action took place in Ventura County.

13 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

14 19. Plaintiff is informed and believes, and based thereon alleges, that there exists such  
15 a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and  
16 separateness of Defendants have ceased to exist.

17 20. Plaintiff is informed and believes, and based thereon alleges, that despite the  
18 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as  
19 Defendants, including, but not limited to because:

20 a. Defendants are completely dominated and controlled by DOES 1-50, who  
21 personally violated the laws as set forth in this complaint, and who have hidden and currently hid  
22 behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable  
23 purpose.

24 b. DOES 1-50 derive actual and significant monetary benefits by and through  
25 Defendants' unlawful conduct, and by using Defendants as the funding source for their own  
26 personal expenditures.

27 c. Plaintiff is informed and believes that Defendants and DOES 1-50, while  
28 really one and the same, were segregated to appear as though separate and distinct for purposes

1 of circumventing a statute or accomplishing some other wrongful or inequitable purpose.

2 d. Plaintiff is informed and believes that Defendants do not comply with all  
3 requisite corporate formalities to maintain a legal and separate corporate existence.

4 e. Plaintiff is informed and believes, and based thereon alleges, that the  
5 business affairs of Defendants and DOES 1-50 are, and at all times relevant were, so mixed and  
6 intermingled that the same cannot reasonably be segregated, and the same are in inextricable  
7 confusion. Defendants are, and at all times relevant hereto were, used by DOES 1-50 as a mere  
8 shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego  
9 of DOES 1-50. The recognition of the separate existence of Defendants would not promote  
10 justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for  
11 violations of the Government Code, Labor Code, and other statutory violations. The corporate  
12 existence of Defendants and DOES 1-50 should be disregarded in equity and for the ends of  
13 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

14 21. Accordingly, Defendants constitute the alter ego of DOES 1-50, and the fiction of  
15 their separate corporate existence must be disregarded.

16 22. As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
17 thereon alleges that Defendant and DOES 1-50 are Plaintiff's joint employers by virtue of a joint  
18 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-50. Plaintiff performed  
19 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all  
20 Defendants shared control of Plaintiff as an employee, either directly or indirectly, in the manner  
21 in which Defendants' business was and is conducted.

22 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

23 23. Alliance is headquartered in Decatur, Alabama and was founded in 2000.  
24 According to its website, Alliance "is a strategic and trusted partner providing premier technical  
25 solutions that support the full spectrum of customers' environmental needs. Alliance addresses our  
26 customers' needs across multiple service lines – Stack Testing, Leak Detection & Repair,  
27 Continuous Emission Monitoring Systems, Mechanical Field Services, Analytical Laboratory  
28 Services, Ambient Air Monitoring, Software and Technology and Environmental Consulting while

1 providing innovative technological solutions that reduce risk and help ensure compliance.”  
2 Alliance boasted over 950 skilled workforce “technical professionals” across more than 35  
3 national locations, including in Camarillo, CA, Cypress, CA, Signal Hill, CA, and two locations  
4 in Bakersfield, CA.

5 24. Throughout the Class Period, Plaintiff and Class Members served in non-  
6 managerial, non-supervisory roles wherein they conducted onsite environmental testing for clients,  
7 provided laboratory analysis of samples, completed technical reports, or supported these efforts at  
8 one of Alliance’s five California locations. None of these employees supervised, hired, fired, or  
9 managed any employees, yet they were given names like “Project Manager” by Alliance.

10 25. Despite such titles, Plaintiff and Class Members did not have managerial or  
11 supervisory responsibilities. For example, Alliance employed dozens of “Project Managers,”  
12 whose job was to conduct environmental testing in teams of 2-4 in the field at various client sites.  
13 In this role, Project Managers communicated and coordinated site visits with the clients, prepared  
14 equipment before mobilizing to the job site, coordinated with laboratories for sample drop and  
15 delivery, and ensured that all data in the field was collected correctly and completely. Following  
16 site work, Project Managers reviewed the data collected and worked with technical writers to  
17 complete a report that was completed.

18 26. Similarly situated non-managerial employees with different titles supported these  
19 environmental testing projects.

20 27. Plaintiff and the Class Members did not have discretion over their projects or the  
21 amount of time it took to complete the projects, but Alliance regularly required Plaintiff and the  
22 Class Members to work 40-65 hour weeks to complete these technically challenging projects,  
23 recording time as directed by Alliance and working on jobs assigned to them for as long as Alliance  
24 deemed was necessary to complete the onsite work. Plaintiff and the Class Members regularly  
25 worked overtime by working more than 8 hours in a day (often more than 12 hours in a day), and  
26 more than 40 hours in a week. They were not paid overtime or double time.

27 28. Plaintiff and the Class Members were also not afforded legally compliant meal or  
28 rest breaks. Alliance also did not provide premium pay for missed meal and rest breaks.

1           29.     Plaintiff and the Class Members did not schedule jobs, help with billing, hire or fire  
2 anyone, or directly supervise anyone.

3           30.     Based on Plaintiff's own experience and observations at the Camarillo location,  
4 and on information and belief as to the other California locations, Alliance employed dozens if not  
5 hundreds of similarly situated employees with various titles who supported environmental testing  
6 fieldwork either in the field or in the office and who similarly had no managerial or supervisory  
7 responsibilities. Yet Alliance unilaterally and improperly classified all of them as "salaried"  
8 employees exempt from overtime laws and meal and rest break laws.

9           31.     In Plaintiff's case, which in her experience was typical of other employees, Alliance  
10 unilaterally declared Plaintiff a salaried employee who would not be paid overtime or afforded  
11 meal or rest breaks. When Plaintiff complained to Regional Manager Shamit Nakura, and  
12 eventually President Ryan O'Dea, both individuals refused to change the way Plaintiff was  
13 classified, paid, or treated. On information and belief, this experience is typical of the way Alliance  
14 treated all Class Members.

15          32.     Despite Alliance's claims that Plaintiff and Class Members were exempt employees  
16 paid a salary, their paystubs tell a different story. For example, Plaintiff's and the Class Members'  
17 wage statements clearly show that they paid an hourly rate and paid only for the hours worked,  
18 resulting in fluctuations in their paychecks from week to week, like an hourly non-exempt  
19 employee rather than an exempt salaried employee. However, these wage statements also reflect  
20 routine, repeated, and deliberate violations of California labor laws:

21          33.     Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements  
22 clearly show individual days in which they worked far in excess of eight hours, sometimes in  
23 excess of 12 hours. But every day was paid at the "regular pay" rate with no overtime paid at all.  
24 In addition, many pay periods included workweeks worked well in excess of 40 hours per week,  
25 including many weeks as high as 65 hours. But no overtime was ever paid.

26          34.     Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's  
27 or the Class Members' wage statements is there any reflection of premium pay for missed meal  
28

1 and rest breaks, despite Alliance denying Class Members the opportunity to take such meal and  
2 rest breaks as required by California law.

3 35. Inaccurate Wage Statement (Incorrect Entity Name): On each and every wage  
4 statement provided to Plaintiff and Class Members, the employer name listed was “Alliance  
5 Source Testing.” But this is not the accurate name of the company employing Plaintiff and the  
6 Class. In fact, the name “Alliance Source Testing” is not registered with the California Secretary  
7 of State at all. The correct name of the employer is Alliance Technical Group, LLC.

8 **CLASS ACTION ALLEGATIONS**

9 36. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf  
10 of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the  
11 Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is  
12 impractical.

13 37. Plaintiff’s claims are typical of the claims of the members of the Class and Waiting  
14 Time Penalty Subclass because she was an employee of Defendant who was (a) not paid any  
15 premium overtime pay for the duration of her employment at Alliance; (b) was not authorized to  
16 take meal or rest breaks for the duration of her employment at Alliance; (c) was not paid a premium  
17 rate for denied meal and rest breaks for the duration of her employment at Alliance; (d) was  
18 provided with inaccurate wage statements that incorrectly listed her employer as “Alliance Source  
19 Testing” and which provided inaccurate sums of money to be paid to Plaintiff; and (e) was not  
20 paid all wages due at termination.

21 38. Plaintiff will fairly and adequately represent the interests of the Class and Waiting  
22 Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and  
23 Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in  
24 complex class action litigation. Plaintiff’s counsel has the expertise and financial resources to  
25 adequately represent the interests of the Class and Waiting Time Penalty Subclass.

26 39. Common questions of law and fact exist as to all members of the Class and the  
27 Waiting Time Penalty Subclass and predominate over any questions solely affecting individual  
28

members of the Class and Subclass. Among the questions of law and fact common to the Plaintiff and the Class and Subclass are the following:

- a. Whether the Class Members are non-exempt employees, entitled to at least minimum wage for all hours worked, entitled to overtime premium pay, entitled to paid off-duty rest and meal breaks, and/or entitled to separate and hourly premium pay for their time spent working on meal and rest breaks;
- b. Whether Defendant violated Labor Code §§ 226.2 and 1194 and Wage Order No. 4 2001, § 4 by failing to pay Plaintiff and the Class overtime premium pay for their overtime work as defined by the Labor Code during the Class Period;
- c. Whether Defendant is liable for liquidated damages to Plaintiff and the Class under Labor Code § 1194.2 for its failure to pay overtime premium pay during the Class Period;
- d. Whether Defendant violated Wage Order No. 4-2001 § 12 maintained policies and practices that prevented or impeded Class Members from being authorized and permitted paid rest periods during the Class Period;
- e. Whether Defendant violated Labor Code § 226.7 and Wage Order No. 4-2001 § 12 by failing to pay one hour of premium pay to each member of the Class for each day that a paid rest period was not provided during the Class Period;
- f. Whether Defendant violated Labor Code § 226(a) and 226.2 by failing to issue accurate itemized wage statements to Wage Statement Subclass Members;
- g. Whether Defendant's violation of Labor Code § 226(a) was knowing and intentional;
- h. Whether Wage Statement Subclass Members suffered injury for the purposes of Labor Code § 226(e);
- i. Whether Defendant violated Labor Code § 203 by failing to pay Waiting Time Penalty Subclass for all of their wages due to them upon separation of their employment, including the wages owed to them for their time spent on rest periods;

- 1 j. Whether these violations constitute unfair, unlawful, and fraudulent business  
2 practices, in violation of UCL;
- 3 k. Whether Plaintiff and Class Members are entitled to restitution under Bus. &  
4 Prof. Code § 17200 et seq. for uncompensated wages, unpaid premium pay, and  
5 unreimbursed Cell Phone Business Expenses;
- 6 l. The proper formula(s) for calculating damages, interest, and restitution owed to  
7 Plaintiff and the Class and Subclass Members; and
- 8 m. Whether the Class is entitled to declaratory relief.

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

17 41. Defendant's actions are generally applicable to the entire Class. Prosecution of  
18 separate actions by individual members of each Class creates the risk of inconsistent or varying  
19 adjudications of the issues presented herein, which, in turn, would establish incompatible standards  
20 of conduct for Defendant.

21 42. Because joinder of all members is impractical, a class action is superior to other  
22 available methods for the fair and efficient adjudication of this controversy. Furthermore, the  
23 amounts at stake for many members of each Class, while substantial, may not be sufficient to  
24 enable them to maintain separate suits against Defendant.

25 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

26 Failure to Pay Overtime Wages

27 (California Labor Code §§ 510, 558 and Wage Order 5)

28 43. Plaintiff re-alleges, on behalf of herself and Class Members, each and every

paragraph of this Complaint as though fully set forth.

44. California Labor Code §§ 510, 558, and Wage Order 5 entitle non-exempt employees to overtime premiums for hours worked in excess of eight (8) in a given day, forty (40) in a given workweek, or on the seventh day worked in a single workweek. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

45. While misclassified as an exempt employee, Plaintiff and members of the Class Members worked in excess of eight hours per day and in excess of forty hours per week, and Defendant unlawfully failed to pay Plaintiff and Class Members the proper overtime compensation.

46. As a result of these violations, Defendant is liable for unpaid overtime wages, interest thereon, and attorneys' fees and costs.

47. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

## **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

### **Failure to Provide Meal Periods**

(California Labor Code §§ 226.7, 512, and Wage Order 5)

48. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

49. Defendant failed to provide meal periods as required by Labor Code §§ 226.7, 512 and Wage Order 5.

50. Plaintiff and Class Members worked in excess of five hours a day without being provided at least half hour meal periods in which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and Wage Order 5. See *Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal. 4th 1004, 1040-41 ("The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute period, and does not impede or discourage them from doing so . . . [A] first meal period [is required] no later than the end of an employee's fifth

hour of work, and a second meal period [is required] no later than the end of an employee's 10th hour of work.”).

51. Because Defendant failed to provide proper meal periods, it is liable to Plaintiff and Class Members for one hour of additional pay at the regular rate of compensation for each work day that the proper meal periods were not provided, pursuant to Labor Code §§ 226.7 and 512 and Wage Order 5, as well as interest thereon, plus reasonable attorneys’ fees and costs of suit pursuant to Civil Procedure Code § 1021.5.

52. Plaintiff, on behalf of herself and Class Members, also requests further relief as described below.

### **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

#### **Failure to Provide Rest Periods**

(California Labor Code § 226.7 and Wage Order 5)

53. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

54. Defendant failed to provide the rest periods that are required by Wage Order 5. See Brinker, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

55. Because Defendant failed to provide proper rest periods, it is liable to Plaintiff and Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Labor Code § 226.7 and Wage Order 5, as well as interest thereon, plus reasonable attorneys’ fees and costs of suit pursuant to Civil Procedure Code § 1021.5.

56. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

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1                                    **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2                                    Failure to Furnish Timely and Accurate Itemized Wage Statements

3                                    (California Labor Code § 226.7 and Wage Order 5)

4                    57.        Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this  
5 Complaint as though fully set forth.

6                    58.        In violation of Labor Code § 226(a), Defendant did not provide Plaintiff or Class  
7 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly  
8 rates in effect during each respective pay period and the corresponding number of hours worked  
9 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages  
10 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the  
11 employee identification or social security number; and, (8) the name and address of the legal entity  
12 that is the employer.

13                    59.        In particular, Defendant included the wrong name of the business entity on the wage  
14 statements, including the name “Alliance Source Testing” instead of the accurate name Alliance  
15 Technical Group, LLC.

16                    60.        As a result of Defendant’s failure to provide accurate itemized wages statements,  
17 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their  
18 applicable hourly rate for each pay period, which prevented them from becoming aware of these  
19 violations and asserting their statutory protections under California law.

20                    61.        Defendant knowingly and intentionally failed to comply with Labor Code § 226(a)  
21 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

22                    62.        Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to  
23 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which  
24 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a  
25 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

26                    63.        Plaintiff and Class Members are entitled to an award of costs and reasonable  
27 attorneys’ fees under Labor Code § 226(h).

28                    64.        Plaintiff, on behalf of herself and Class Members, also requests relief as described

below.

**FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

Failure to Pay All Compensation Due Upon Discharge

(California Labor Code §§ 201-203)

65. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

66. California Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing to former employees immediately upon discharge or within seventy-two hours of their termination of employment. California Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable for such “waiting time” penalties in the form of continued compensation up to thirty workdays.

67. Defendant willfully failed to pay Plaintiff and Class Members who are no longer employed by Defendant compensation due upon termination as required by California Labor Code §§ 201 and 202. As a result, Defendant is liable to Plaintiff and Waiting Time Class Members waiting time penalties provided under California Labor Code § 203, plus reasonable attorneys’ fees and costs of suit.

68. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

**SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

Unfair Business Practices in Violation of California

(Bus. & Prof. Code §§ 17200 *et seq.*)

69. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

70. Plaintiff brings this cause of action individually and as a representative of all others subject to Defendant’s unlawful acts and practices.

71. Business and Professions Code § 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204

allows “any person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the Unfair Competition Law.

72. Defendant committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages and failing to pay wages for missed meal and rest periods.

73. The above-described unlawful actions of Defendant constitute false, unfair, fraudulent and/or deceptive business practices, within the meaning of Business and Professions Code § 17200, et seq.

74. As a result of its unlawful acts, Defendant reaped unfair benefits and illegal profits at the expense of Plaintiff, and the Class she seeks to represent. Defendant should be enjoined from this activity, caused to specifically perform its obligations, and made to disgorge these ill-gotten gains and pay restitution to Plaintiff and the members of the Class including, but not limited to, restitution of all unpaid wages, plus interest, as well as attorneys’ fees and costs.

75. Plaintiff, on behalf of herself and Class Members, also request relief as described below.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class and Subclass, prays for judgment against Defendants, and each of them, in an amount according to proof, as follows:

- A. Certification of Plaintiff’s claims as a class action, pursuant to Cal. Code of Civ. Pro. Section 382, on behalf of the proposed class;
- B. That the Court declare that Defendant’s policies and/or practices of misclassifying Plaintiff and Class Members as exempt employees violated California law;
- C. That the Court declare that Defendant’s policies and/or practices of refusing to pay overtime and double time to Plaintiff and the Class Members violated California law;
- D. That the Court declare that Defendant’s policies and/or practices of refusing to authorize meal breaks to Plaintiff and the Class Members violated California law;
- E. That the Court declare that Defendant’s policies and/or practices of refusing to authorizing

rest breaks to Plaintiff and the Class Members violated California law;

F. That the Court declare Defendant's policies and/or practices of refusing to pay premium pay to Plaintiff and Class Members for missed meal/rest breaks violated California law;

G. That the Court declare that Defendant's policies and/or practices of providing inaccurate itemized wage statements to Plaintiff and the Class Members violated California law;

H. That the Court declare that Defendant's policies and/or practices of refusing to pay all wages due and owing to Plaintiff and the Waiting Time Class Members promptly upon termination violated California law;

I. For a money judgment representing compensatory damages including lost wages, earnings, commissions, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress;

J. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment on this matter;

K. For punitive damages pursuant to Civil Code § 3294 in amounts sufficient to punish Defendants for wrongful conduct alleged herein and to deter such conduct in the future;

L. For pre- and post-judgment interest;

M. For reasonable attorneys' fees and costs;

N. For penalties as required by law; and

O. For all such other and further relief that the court may deem just and proper.

Respectfully Submitted,

DATED: April 7, 2023

LABOR LAW PC

By: 

Danny Yadidsion, Esq.  
Shawn E. Fields, Esq.  
Attorneys for Plaintiff  
HAYLEY AARSVOLD

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DATED: April 7, 2023

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