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FILED
Superior Court of California
County of Los Angeles

04/24/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Williams Deputy

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

BRANDON MCCRAY, individually, and on
behalf of other members of the general public
similarly situated, SERGIO ACOSTA,
individually, and on behalf of other members
of the general public similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

DAILYLOOK, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV18793

Honorable Lawrence P. Riff
Department SSC-7

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code §§ 226.7 and 512 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Failure to Pay Wages Including, *Inter Alia*, Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, 203, and 227.3 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

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- (10) Violation of California Labor Code §§ 201-204, 210, 233, 245 *et seq.*, 246, and 2810.5 (Failure to Provide Sick Leave and Related Notice);
- (11) Violation of California Labor Code § 1198, California Code of Regulations, Title 8 sections 11040(5)(A), and Industrial Welfare Commission Wage Orders (including Wage Order Nos. 1-2001, Section 5, 4-2001, Section 5, 5-2001, Section 5, 7-2001, Section 5, 8-2001, Section 5, and 9-2001, Section 5) (Failure to pay Reporting Time Wages);
- (12) Violation of California Labor Code § 1198, California Code of Regulations, Title 8 sections 11040(5)(A), and Industrial Welfare Commission Wage Orders (including Wage Order Nos. 1-2001, Section 14, 4-2001, Section 14, 5-2001, Section 14, 7-2001, Section 14, 8-2001, Section 14, and 9-2001, Section 14) (Failure to provide Suitable Seating);
- (13) Violation of California Business & Professions Code § 17200, *et seq.*;
- (14) Violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff BRANDON MCCRAY (“Plaintiff MCCRAY”), individually, and on behalf of other members of the general public similarly situated, and Plaintiff SERGIO ACOSTA (“Plaintiff ACOSTA”)(together, “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles.

PARTIES

5. Plaintiff BRANDON MCCRAY is an individual residing in the State of California, County of Los Angeles.

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6. Plaintiff SERGIO ACOSTA is an individual residing in the State of California, County of Los Angeles.

7. Defendant DAILYLOOK, INC., at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendant DAILYLOOK, INC., was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants DAILYLOOK, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Defendant DAILYLOOK, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege that Defendants, including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, and the other class members, and

the other aggrieved employees, so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from June 7, 2018 to final judgment and who reside in California.

15. Plaintiffs reserve the right to establish additional subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have has

1 incurred, and during the pendency of this action will continue to incur,
2 costs and attorneys' fees, that have been, are, and will be necessarily
3 expended for the prosecution of this action for the substantial benefit of
4 each class member.

5 d. Superiority: A class action is superior to other available methods for the
6 fair and efficient adjudication of this litigation because individual joinder
7 of all class members is impractical.

8 e. Public Policy Considerations: Certification of this lawsuit as a class
9 action will advance public policy objectives. Employers of this great
10 state violate employment and labor laws every day. Current employees
11 are often afraid to assert their rights out of fear of direct or indirect
12 retaliation. However, class actions provide the class members who are
13 not named in the complaint anonymity that allows for the vindication of
14 their rights.

15 17. There are common questions of law and fact as to the class members that
16 predominate over questions affecting only individual members. The following common
17 questions of law or fact, among others, exist as to the members of the class:

18 a. Whether Defendants' failure to pay wages, without abatement or
19 reduction, in accordance with the California Labor Code, was willful;

20 b. Whether Defendants' had a corporate policy and practice of failing to
21 pay their hourly-paid or non-exempt employees within the State of
22 California for all hours worked and non-compliant (short, late,
23 interrupted, and/or missed altogether) meal periods and rest breaks in
24 violation of California law;

25 c. Whether Defendants required Plaintiffs and the other class members to
26 work over eight (8) hours per day and/or over forty (40) hours per week,
27 and/or six (6) days per workweek and failed to pay the legally required
28 overtime compensation to Plaintiffs and the other class members;

- d. Whether Defendants engaged in an improper rounding policy during the relevant time period;
- e. Whether Defendants failed to use non-discretionary bonuses/non-discretionary performance pay to calculate regular rate of pay used to calculate overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek;
- f. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- g. Whether Defendants failed to pay minimum wages and all compensation earned (including, regular, minimum, overtime and premium wages) to Plaintiffs and the other class members for all hours worked;
- h. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- i. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- j. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- k. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- l. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- m. Whether Defendants had a policy and practice of failing to provide Plaintiffs and other class members' sick time pay;

- 1 n. Whether Defendants failed to provide Plaintiffs and other class members
2 with suitable seating to perform their work duties;
3 o. Whether Defendants had a policy and practice of failing to pay Plaintiffs
4 and other class members' for reporting time wages;
5 p. Whether Defendants' conduct was willful or reckless;
6 q. Whether Defendants engaged in unfair business practices in violation of
7 California Business & Professions Code section 17200, *et seq.*;
8 r. The appropriate amount of damages, restitution, and/or monetary
9 penalties resulting from Defendants' violation of California law; and
10 s. Whether Plaintiffs and the other class members are entitled to
11 compensatory damages pursuant to the California Labor Code.

12 **PAGA ALLEGATIONS**

13 18. At all times herein set forth, PAGA was applicable to Plaintiff ACOSTA's
14 employment by Defendants.

15 19. At all times herein set forth, PAGA provides that any provision of law
16 under the California Labor Code that provides for a civil penalty, including unpaid wages and
17 premium wages, to be assessed and collected by the LWDA for violations of the California
18 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
19 employee on behalf of himself and other current or former employees pursuant to procedures
20 outlined in California Labor Code section 2699.3.

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

24 21. Plaintiff ACOSTA was employed by Defendants and the alleged violations
25 were committed against him during his time of employment and he is, therefore, an aggrieved
26 employee. Plaintiff ACOSTA and the other employees are "aggrieved employees" as defined
27 by California Labor Code section 2699(c) in that they are all current and former hourly paid or
28 non-exempt employees in California of Defendants, and one or more of the alleged violations

1 were committed against them.

2 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an
3 aggrieved employee, including Plaintiff ACOSTA, may pursue a civil action arising under
4 PAGA after the following requirements have been met:

5 a. The aggrieved employee shall give written notice by online submission
6 (hereinafter “Employee's Notice”) to the Labor and Workforce
7 Development Agency (herein “LWDA”) and the employer of the specific
8 provisions of the California Labor Code alleged to have been violated,
9 including the facts and theories to support the alleged violations.

10 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
11 employer and the aggrieved employee by certified mail that it does not
12 intend to investigate the alleged violation within sixty (60) calendar days
13 of the postmark date of the Employee’s Notice. Upon receipt of the
14 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
15 (65) calendar days of the postmark date of the Employee’s Notice, the
16 aggrieved employee may commence a civil action pursuant to California
17 Labor Code section 2699 to recover civil penalties in addition to any
18 other penalties to which the employee may be entitled.

19 23. On May 30, 2023, Plaintiff ACOSTA provided written notice by online
20 submission to the LWDA and by U.S. Certified Mail to Defendant DailyLook, Inc. of the specific
21 provisions of the California Labor Code alleged to have been violated, including the facts and
22 theories to support the alleged violations. Plaintiff ACOSTA has not received a LWDA Notice
23 within sixty-five (65) calendar days of the date of Plaintiff ACOSTA’s notice.

24 24. Therefore, Plaintiff ACOSTA has satisfied the administrative prerequisites under
25 California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in
26 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204
27 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 245, 246 *et seq.*, 510, 512(a), 551, 552, 558(a)(1)-(2),
28 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, California Code of Regulations, Title 8,

Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and IWC Wage Orders (including, *inter alia*, Sections 5 and 14 of Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 8-200,1 and 9-2001.

GENERAL ALLEGATIONS

25. At the relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

26. Defendants, jointly and severally, employed Plaintiff MCCRAY as an hourly-paid, non-exempt employee, from approximately August 2016 to approximately September 2020, in the State of California, County of Los Angeles.

27. Defendants, jointly and severally, employed Plaintiff ACOSTA as an hourly-paid, non-exempt employee, from approximately October 25, 2021 to present, in the State of California, County of Los Angeles.

28. Defendants hired Plaintiffs and the other class members and aggrieved employees and classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and non-compliant meal periods and/or rest breaks.

29. Defendants had the authority to hire and terminate Plaintiffs and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other class members' and aggrieved employees' employment, and to supervise their daily employment activities.

30. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' and aggrieved employees' employment for them to be joint employers of Plaintiffs and the other class members and aggrieved employees.

31. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members and aggrieved employees.

32. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

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1 33. Plaintiffs and the other class members and aggrieved employees worked over
2 eight (8) hours in a day, forty (40) hours, and/or over six (6) consecutive days in a workweek,
3 during their employment with Defendants.

4 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
6 employees within the State of California. This pattern and practice involved, *inter alia*, failing
7 to pay them for hours worked and for missed meal periods and rest breaks, failure to provide
8 reporting time pay, in violation of California law.

9 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Plaintiffs and the other class members and aggrieved
11 employees were entitled to receive certain wages for overtime compensation and that they
12 were not receiving accurate overtime compensation for all overtime hours worked. The
13 deficiencies include, *inter alia*, requiring Plaintiffs and other class members and aggrieved
14 employees to perform work overtime off-the-clock, the failure to include earned commissions,
15 non-discretionary forms of pay such as awards and bonuses, and/or monetary incentives, to
16 calculate the regular rate of pay used to calculate the overtime rate, and engaging in improper
17 rounding of time.

18 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance
20 pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the
21 regular rate of pay used to calculate the overtime rate of pay for payment of overtime wages
22 where Plaintiffs and the other class members and aggrieved employees earned
23 commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary
24 shift differentials/non-discretionary incentive pay and overtime wages in the same workweek.

25 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 failed to provide Plaintiffs and the other class members and aggrieved employees all required
27 rest and meal periods during the relevant time period as required under the Industrial Welfare
28 Commission Wage Orders and thus they are entitled to any and all applicable premium wages.

Defendants' failure included, inter alia, failing to provide uninterrupted (10) minute rest periods and timely uninterrupted thirty (30) minute meal periods to Plaintiffs and the other class members and aggrieved employees. Plaintiffs and the other class members and aggrieved employees were required to perform work during meal periods and rest periods, and Defendants incentives Plaintiffs and the other class members and aggrieved employees to forgo statutorily required meal periods and rest periods.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to relinquish control over Plaintiffs and the other class member's and aggrieved employee's activities, failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least (6) hours, and/or take second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a meal period was non-compliant (missed, short, late, and/or interrupted), and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a meal period was (missed, short, late, and/or interrupted).

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary incentive pay and/or shift differentials to calculate the regular rate of pay used to calculate the premium for non-compliant (missed, late, short, or interrupted) meal periods where Plaintiffs' and the other class members' and aggrieved employees' meal periods were non-compliant (missed, late, short, or interrupted).

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1 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved
3 employees were entitled to receive all rest periods or payment of one additional hour of pay at
4 Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a
5 rest period was non-compliant (missed, short, late, and/or interrupted), and they did not receive
6 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
7 members' and aggrieved employees' regular rate of pay when a rest period was non-compliant
8 (missed, short, late, and/or interrupted).

9 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance
11 pay/non-discretionary incentive pay and/or shift differentials to calculate the regular rate of
12 pay used to calculate the premium for a non-compliant (missed, late, short, or interrupted) rest
13 periods where Plaintiffs' and the other class members' and aggrieved employees' rest periods
14 were non-compliant (missed, late, short, or interrupted).

15 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other class members and aggrieved
17 employees were entitled to receive minimum required wages for compensation and that they
18 were not receiving the minimum required wages for all hours worked. Defendants' failure to
19 pay minimum required wages included, *inter alia*, Defendants effective payment of zero
20 dollars per hour for hours Plaintiffs and the other class members and aggrieved employee
21 worked off-the-clock performing work duties, Defendants' implementation of improper
22 rounding procedure, Defendants' unlawful deduction from wages, failure to pay reporting time
23 pay, and failure to pay vacation and sick pay.

24 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs and the other class members and aggrieved employees
26 were entitled to pay equal to half the usual or scheduled day's work in an amount no less than
27 two (2) hours, nor more than four (4) hours, at the employee's regular rate of pay for each
28 workday in which Plaintiffs and the other class members and aggrieved employees were required

1 to report to work and were furnished less than half the usual or scheduled day's work.

2 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance
4 pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the
5 regular rate of pay used to calculate the reporting time pay for each workday in which
6 Plaintiffs and the other class members and aggrieved employees were required to report to
7 work and were furnished less than half the usual or scheduled day's work.

8 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members and aggrieved
10 employees were entitled to pay equal to no less than two (2) hours at Plaintiffs' and the other
11 class members' and aggrieved employees' regular rate of pay for each day in which Plaintiffs
12 and the other class members and aggrieved employees were required to report for work a
13 second time in one workday and were furnished less than two hours of work on the second
14 reporting pursuant to California Code of Regulations, Title 8, Section 11040, Subdivision
15 5(A)-(B), Section 5 of IWC Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 8-2001, and 9-
16 2001.

17 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay
19 /non-discretionary incentive pay and/or shift differentials to calculate the regular rate of pay
20 used to calculate the reporting time pay for each day in which Plaintiffs and the other class
21 members and aggrieved employees were required to report for work a second time in one
22 workday and were furnished less than two hours of work on the second reporting

23 48. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and
24 other class members and aggrieved employees worked more minutes per shift than Defendants
25 credited them with having worked. Plaintiffs allege that Defendants' policy, practices, and/or
26 procedure of "rounding" resulted in time during which Plaintiffs and the other class members
27 were under control of Defendants but were not compensated.

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1 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved employees
3 were entitled to suitable seating, and that Defendants did not provide suitable seating when the
4 nature of employees' work reasonably permitted sitting in violation of pursuant to California
5 Code of Regulations, Title 8, Section 11070(14), Section 14 of IWC Wage Order Nos. 1-2001, 4-
6 2001, 5-2001, 7-2001, 8-2001, and 9-2001.

7 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other class members and aggrieved
9 employees were entitled to receive all wages owed to them upon discharge or resignation,
10 including earned but unpaid minimum, regular, overtime, and reporting time wages, meal and
11 rest period premiums, and vacation and sick pay, and they did not, in fact, receive all such
12 wages owed to them at the time of their discharge or resignation.

13 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other class members and aggrieved
15 employees were entitled to receive all wages owed to them during their employment. Plaintiffs
16 and the other class members and aggrieved employees did not receive payment of all wages,
17 including overtime and minimum wages and meal and rest period premiums, within any time
18 permissible under California Labor Code section 204.

19 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other class members and aggrieved
21 employees were entitled to receive complete and accurate wage statements in accordance with
22 California law, but, in fact, they did not receive complete and accurate wage statements from
23 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
24 hours worked by Plaintiffs and the other class members and aggrieved employees.

25 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Defendants had to keep complete and accurate payroll records
27 for Plaintiffs and the other class members and aggrieved employees in accordance with
28 California law, but, in fact, did not keep complete and accurate payroll records.

1 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved
3 employees were entitled to reimbursement for necessary business-related expenses. The
4 deficiencies include, inter alia, failing to reimburse Plaintiffs and putative class members and
5 aggrieved employees for personal cell phone use.

6 55. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and the other class members and aggrieved
8 employees were entitled paid sick leave.

9 56. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that they had a duty to compensate Plaintiffs and the other class
11 members and aggrieved employees pursuant to California law, and that Defendants had the
12 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
13 do so, and falsely represented to Plaintiffs and the other class members that they were properly
14 denied wages, all in order to increase Defendants' profits.

15 57. During the relevant time period, Defendants failed to pay overtime wages to
16 Plaintiffs and the other class members and aggrieved employees for all overtime hours worked.
17 Plaintiffs and the other class members did not receive overtime compensation at one-and-one
18 half time the regular rate for all hours spent performing job duties in excess of eight (8) hours
19 per day, forty (40) hours per week, and/or for the first eight (8) hours worked on the seventh
20 day or work in a workweek without overtime compensation for all overtime hours worked.

21 58. During the relevant time period, Defendants failed to use the earned
22 commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary
23 incentives, non-discretionary production and/or performance pay, and/or shift differentials to
24 calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime
25 wages where Plaintiff and the other class members earned commissions, non-discretionary
26 bonuses, non-discretionary monetary incentives, non-discretionary production and/or
27 performance pay, and/or shift differentials and overtime wages in the same workweek.

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59. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved employees.

60. During the relevant time period, Defendants required Plaintiffs and the other class members and aggrieved employees to remain on Defendants' premises during purported rest periods, thereby failing to relieve them of all employer control.

61. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members and aggrieved employees at least minimum required wages and compensation earned (e.g., by failing to minimum, regular, overtime, and reporting time wages, vacation and sick pay, and meal and rest premiums) for all hours worked.

62. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members and aggrieved employees all wages owed to them upon discharge or resignation.

63. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members and aggrieved employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

64. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

65. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members and aggrieved employees.

66. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members and aggrieved employees for all necessary business-related expenses and costs.

67. During the relevant time period, Defendants failed to provide notice to Plaintiffs and other class members and aggrieved employees as required by California Labor Code section 2810.5.

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68. During the relevant time period, Defendants failed to provide Plaintiffs and other class members and aggrieved employees with paid sick leave as required by California Labor Code sections 245.

69. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

70. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against DAILYLOOK, INC. and DOES 1 through 100)

71. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 70, and each and every part thereof with the same force and effect as though fully set forth herein.

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

73. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members and aggrieved employees employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a week, or the first eight (8) hours worked on the seventh day of work in a workweek.

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74. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members. Furthermore, overtime that was paid was short, as Defendants incorrectly calculated the regular rate for the purposes of calculating overtime pursuant to state and federal law. Defendants have failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay and overtime wages in the same workweek.

75. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members and aggrieved employees overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

77. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, and/or for the first eight (8) hours worked on the seventh day.

78. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members and aggrieved employees. Furthermore, overtime that was paid was short, as Defendants incorrectly calculated the regular rate for the purposes of calculating overtime. Defendants have failed to include non-discretionary forms of pay, including bonuses and commissions in its regular rate calculations.

79. Defendants' failure to pay Plaintiffs and the other class members and aggrieved employees the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510, 1198, and is therefore unlawful

80. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members and aggrieved employees are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against DAILYLOOK, INC. and DOES 1 through 100)

81. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' and aggrieved employees' employment by Defendants.

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

84. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

85. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except

1 that if the total hours worked is no more than twelve (12) hours, the second meal period may
2 be waived by mutual consent of the employer and the employee only if the first meal period
3 was not waived.

4 86. During the relevant time period, Plaintiffs and the other class members and
5 aggrieved employees who were scheduled to work for a period of time no longer than six (6)
6 hours, and who did not waive their legally-mandated meal periods by mutual consent, were
7 required to work for periods longer than five (5) hours without an uninterrupted meal period of
8 not less than thirty (30) minutes and/or rest period.

9 87. During the relevant time period, Plaintiffs' and other class members' and
10 aggrieved employees' meal periods were missed, shortened, late, and/or were interrupted
11 because Defendants required them to perform and complete work duties, even when it resulted
12 in missed, shortened, late or interrupted meal periods. Meal periods were regularly interrupted
13 by co-workers and supervisors who asked work-related questions and supervisors who
14 demanded that the Plaintiffs and other hourly paid employees return to work to complete 'time
15 sensitive' tasks. Furthermore, Plaintiffs' analysis of the sampling of time records revealed a
16 substantial loss of ours due to Defendants' practice of rounding meal periods. As such,
17 employees were systematically robbed of time worked and meal premiums, since their rounded
18 meal punches did not accurately depict the actual time they spend during meal periods.

19 88. As a result, Defendants failed to relieve Plaintiffs and the class members and
20 aggrieved employees of all duties, failed to relinquish control over Plaintiffs' and the other
21 class members' activities, failed to permit Plaintiffs and the other class members and aggrieved
22 employees a reasonable opportunity to take, and impeded or discouraged them from taking
23 (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for
24 shifts lasting at least six (6) hours, and/or take second thirty (30) minute uninterrupted meal
25 periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

26 89. During the relevant time period, Plaintiffs' and the other class members and
27 aggrieved employees who were scheduled to work for a period of time in excess of six (6)
28 hours were required to work for periods longer than five (5) hours without an uninterrupted

meal period of not less than thirty (30) minutes and/or rest period.

90. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

91. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members and aggrieved employees the full meal period premium due pursuant to California Labor Code section 226.7. Further, to the extent Defendants contend that they have paid some meal premium payments, they did not factor in bonuses, awards, shift differentials, commissions, and incentives when calculating the regular rate for the purpose of paying meal break premiums.

92. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

93. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members and aggrieved employees are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

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

(Against DAILYLOOK, INC. and DOES 1 through 100)

94. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7 and 512 were applicable to Plaintiffs' and the other class members' and aggrieved employees' employment by Defendants.

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

4 97. At all relevant times, the applicable IWC Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period” and that the “rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof” unless the total daily work time is less than three and one-half
9 (3 ½) hours.

10 98. During the relevant time period, Defendants required Plaintiffs and other class
11 members and aggrieved employees to work four (4) or more hours without authorizing or
12 permitting a ten (10) minute rest period per each four (4) hour period worked.

13 99. During the relevant time period, Defendants willfully required Plaintiffs and the
14 other class members and aggrieved employees to work during rest periods and failed to pay
15 Plaintiffs and the other class members the full rest period premium for work performed during
16 rest periods. With respect to rest periods, Defendants failed to relinquish all control over
17 Plaintiffs and other hourly paid employees, as Defendants implemented a policy and practice
18 which discouraged employees from leaving the premises for rest periods.

19 100. During the relevant time period, Defendants failed to pay Plaintiffs and the other
20 class members and aggrieved employees the full rest period premium due pursuant to
21 California Labor Code section 226.7.

22 101. During the relevant time period, Defendants failed to use earned
23 commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary
24 shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to
25 calculate the premium for a missed, late, short, or interrupted rest period where Plaintiffs’ and
26 the other class members’ rest periods were missed, late, short, or interrupted.

27 102. Defendants’ conduct violates applicable IWC Wage Orders and California
28 Labor Code section 226.7.

103. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members and aggrieved employees are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

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

(Against DAILYLOOK, INC. and DOES 1 through 100)

104. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

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

106. During the relevant time period, Defendants failed to pay wages, including, *inter alia*, minimum, regular, overtime, and reporting wages, meal and rest premiums, vacation and sick pay, and reporting time pay to Plaintiffs and the other class members and aggrieved employees as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum required wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members and aggrieved employees worked off-the-clock performing work duties, Defendants' implementation of improper rounding procedure, Defendants' unlawful deduction from wages, failure to pay reporting time pay, and failure to pay vacation and sick pay.

107. Defendants' failure to pay Plaintiffs and the other class members and aggrieved employees the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members and aggrieved employees are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

108. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members and aggrieved employees are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

109. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members and aggrieved employees are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203, and 227.3)

(Against DAILYLOOK, INC. and DOES 1 through 100)

110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

112. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members and aggrieved employees who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiffs and other class members and aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, for meal and rest period premium payments.

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113. Defendants' failure to pay Plaintiffs and the other class members and aggrieved employees who are no longer employed by Defendants' their wages including sick and/or vested vacation time, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201, 202 and 227.3.

114. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

115. Plaintiffs and the other class members and aggrieved employees are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against DAILYLOOK, INC. and DOES 1 through 100)

116. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 115, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

120. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members and aggrieved employees all wages due to them, within any time period permissible under California Labor Code section 204.

121. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

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

(Against DAILYLOOK, INC. and DOES 1 through 100)

122. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 121, and each and every part thereof with the same force and effect as though fully set forth herein.

123. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

124. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members and aggrieved employees with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members and aggrieved employees.

125. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members and aggrieved employees have suffered injury and damage to their statutorily-protected rights.

126. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

127. Plaintiff and the other class members and aggrieved employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

128. Plaintiffs and the other class members and aggrieved employees are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against DAILYLOOK, INC. and DOES 1 through 100)

129. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 128, and each and every part thereof with the same force and effect as though fully set forth herein.

130. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees

1 employed at the respective plants or establishments. These records shall be kept in accordance
2 with rules established for this purpose by the commission, but in any case shall be kept on file
3 for not less than two years.

4 131. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
6 class members.

7 132. As a result of Defendants' violation of California Labor Code section 1174(d),
8 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 133. More specifically, Plaintiffs and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
12 they were denied both their legal right and protected interest, in having available, accurate and
13 complete payroll records pursuant to California Labor Code section 1174(d).

14 **NINTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 2800 and 2802)**

16 **(Against DAILYLOOK, INC. and DOES 1 through 100)**

17 134. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 133, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

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

24 136. Plaintiffs and the other class members and aggrieved employees incurred
25 necessary business-related expenses and costs that were not fully reimbursed by Defendants.

26 137. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
27 other class members and aggrieved employees for all necessary business-related expenses and
28 costs. During the covered period, Defendants failed to reimburse Plaintiffs and hourly paid or

1 non-exempt employees for necessary business expenses such as the costs for uniforms and
2 costs for parking.

3 138. Plaintiffs and the other class members are entitled to recover from Defendants
4 their business-related expenses and costs incurred during the course and scope of their
5 employment, plus interest accrued from the date on which the employee incurred the necessary
6 expenditures at the same rate as judgments in civil actions in the State of California.

7 **TENTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 201-204, 210, 233, 245 *et seq.*, 246 and 2810.5)**

9 **(Against DAILYLOOK, INC. and DOES 1 through 100)**

10 139. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
11 through 138, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 140. Pursuant to California Labor Code sections 245 and 246, on or after July 1,
14 2015, an employer must provide its employees with paid sick leave if the employee works in
15 California for the same employer for 30 or more days within a year from the commencement of
16 employment.

17 141. Labor Code section 246(b) provides that “[a]n employee shall accrue paid sick
18 days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the
19 commencement of employment or the operative date of this article, whichever is later, subject
20 to the use and accrual limitations set forth in this section” and employees classified as
21 “exempt” are “deemed to work forty (40) hours per workweek for the purposes of this section ,
22 unless the employee’s normal workweek is less than forty (40) hours, in which case the
23 employee shall accrue paid sick leave based on that normal workweek[.]”

24 142. Labor Code section 246(b) provides: “[a]n employer may use a different
25 accrual method, other than providing one hour per every 30 hours worked, provided that the
26 accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick
27 leave or paid time off by the 120th calendar day of employment or each calendar year, or in
28 each 12-month period” or “ [a]n employer may satisfy the accrual requirements of this section

1 by providing not less than 24 hours or three days of paid sick leave that is available to the
2 employee to use by the completion of the employee's 120th calendar day of employment."

3 143. Labor Code section 246(l) provides that the employer shall calculate and pay
4 paid sick leave by using one of the following calculations: "[p]aid sick time for nonexempt
5 employees shall be calculated in the same manner as the regular rate of pay for the workweek
6 in which the employee uses paid sick time, whether or not the employee actually works
7 overtime in that workweek[.]" "[p]aid sick time for nonexempt employees shall be calculated
8 by dividing the employee's total wages, not including overtime premium pay, by the
9 employee's total hours worked in the full pay periods of the prior 90 days of employment[.]"
10 or "[p]aid sick time for exempt employees shall be calculated in the same manner as the
11 employer calculates wages for other forms of paid leave time." Pursuant to California Labor
12 Code sections 218 and 233, employees can recover damages for underpaid sick pay wages.

13 144. California Labor Code section 2810.5 requires an employer to provide written
14 notice to an employee, at the time of hiring, containing the following information: The rate or
15 rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece,
16 commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any,
17 claimed as part of the minimum wage, including meal or lodging allowances. The regular
18 payday designated by the employer in accordance with the requirements of this code. The
19 name of the employer, including any "doing business as" names used by the employer. The
20 physical address of the employer's main office or principal place of business, and a mailing
21 address, if different. The telephone number of the employer. The name, address, and telephone
22 number of the employer's workers' compensation insurance carrier. That an employee: may
23 accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be
24 terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
25 has the right to file a complaint against an employer who retaliates. Any other information the
26 Labor Commissioner deems material and necessary.

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145. Defendants failed to use the earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the sick time pay for each day in which Plaintiffs and the other class members and aggrieved employees were entitled to sick time pay.

146. Defendants failed to accurately record time worked and thus accurately credit/accrue sick time and/or vacation pay, failed to timely pay sick time and/or vacation pay during and after employment, and/or failed to correctly calculate and pay sick time and/or vacation pay, to Plaintiffs and other class members and aggrieved employees, in violation of Labor Code sections 227.3, 233, 245 *et seq.*, and 246, resulting in underpayment of wages in violation of Labor Code sections 201, 202, 203, and 204.

147. During the relevant time period, Defendants intentionally and willfully failed allow Plaintiffs' and other class members to take sick days, failed to provide notice to Plaintiffs and other class members of their right to paid sick leave, and failed to provide paid sick leave to Plaintiffs and other class members, as required under California Labor Code sections 204, 233, 245 *et seq.*, 246 and 2810.5.

148. Plaintiffs and the other class members and aggrieved employees are entitled to recover all remedies available for violations of California Labor Code sections 218, 233, 245 *et seq.*, 246 and 2810.5.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Industrial Welfare Commission Wage Orders Nos. 1-2001, Section 5, 4-2001, Section 5, 5-2001, Section 5, 7-2001, Section 5, 8-2001, Section 5, and 9-2001, Section 5))

(AGAINST DAILYLOOK, INC. AND DOES 1 THROUGH 100)

149. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 148, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 150. The applicable IWC Wage Orders (including Wage Order Nos. 1-2001, Section 5,
2 4-2001, Section 5, 5-2001, Section 5, 7-2001, Section, 8-2001, Section 5, and 9-2001, Section 5),
3 California Code Of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and Labor Code
4 section 1198 provide that each workday an employee is required to report for work and does
5 report, but is not put to work, or is furnished less than half said employee's usual or scheduled
6 day's work, the employee shall be paid for half the usual or scheduled day's work, but in no
7 event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of
8 pay, which shall not be less than the minimum wage.

9 151. The applicable IWC Wage Orders (including Wage Order Nos. 1-2001, 4-2001,
10 7-2001, and 9-2001), and Labor Code section 1198 provide that each workday an employee is
11 required to report for work and does report, but is not put to work, or is furnished less than half
12 said employee's usual or scheduled day's work, the employee shall be paid for half the usual or
13 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at
14 the employee's regular rate of pay, which shall not be less than the minimum wage.

15 152. Defendants failed to pay Plaintiffs and the other class members and aggrieved
16 employees for half their usual or scheduled day's work, in an amount no less than two (2) hours
17 nor more than (4) hours, at Plaintiffs' and the other class members' regular rate of pay for each
18 workday in which Plaintiffs and the other class members were required to report to work, did
19 report to work, and were not put to work or were furnished less than half of said employee's
20 usual or scheduled day's work.

21 153. Defendants failed to pay Plaintiffs and the other class members and aggrieved
22 employees for two hours at Plaintiffs' and the other class members' regular rate of pay for each
23 day in which Plaintiffs and the other class members were required to report for work a second
24 time in one workday and were furnished less than two hours of work on the second reporting.

25 154. Plaintiffs and the other class members and aggrieved employees are entitled to
26 recover all remedies available for violation of Labor Code section 1198 and the applicable
27 IWC Wage Orders, including and not limited to, unpaid reporting time wages, applicable
28 penalties, interest thereon, attorneys' fees, and costs of suit.

TWELFTH CAUSE OF ACTION

(Violation of California Labor Code § 1198, California Code of Regulations, Title 8, Section 11070(14), and IWC Wage Orders Nos. 1-2001, Section 14; 4-2001, Section 14; 5-2001, Section 14; 7-2001, Section 14; 8-2001, Section 14; and 9-2001, Section 14)

(AGAINST DAILYLOOK, INC. AND DOES 1 THROUGH 100)

155. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 154, and each and every part thereof with the same force and effect as though fully set forth herein.

156. The applicable IWC Wage Orders (including Wage Orders Nos. 1-2001, Section 14; 4-2001, Section 14; 5-2001, Section 14; 7-2001, Section 14; 8-2001, Section 14; and 9-2001, Section 14), and Labor Code section 1198 provide that all working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the performance of their duties.

157. Defendants failed to provide Plaintiffs and the other class members with suitable seating.

158. Plaintiffs and the other class members are entitled to recover all remedies available for violation of Labor Code section 1198 and the applicable Industrial Welfare Commission Wage Orders, including and not limited to, applicable penalties, interest thereon, attorneys' fees, and costs of suit.

THIRTEENTH CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200, et seq.)

(Against DAILYLOOK, INC. and DOES 1 through 100)

159. Plaintiffs incorporate by reference the allegations contained in paragraph 1 through 158, and each and every part thereof with the same force and effect as though fully set forth herein.

160. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members and aggrieved employees, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important

1 rights affecting the public interest within the meaning of Code of Civil Procedure section
2 1021.5.

3 161. Defendants' activities as alleged herein are violations of California law, and
4 constitute unlawful business acts and practices in violation of California Business &
5 Professions Code section 17200, *et seq.*

6 162. A violation of California Business & Professions Code section 17200, *et seq.*
7 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
8 policies and practices of requiring employees, including Plaintiffs and the other class members
9 and aggrieved employees, to work overtime without paying them proper compensation violate
10 California Labor Code sections 510 and 1198. Additionally, Defendants' policies and
11 practices of requiring employees, including Plaintiffs and the other class members and
12 aggrieved employees, to work through their meal and rest periods without paying them proper
13 compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies
14 and practices of failing to pay wages (including minimum, regular, overtime, and reporting
15 time wages, meal and rest premium, and vacation and sick pay) and all other compensation,
16 and making unlawful deductions violate California Labor Code sections 221, 227.3, 1194,
17 1197, 1197.1, and 1198. Moreover, Defendants' policies and practices of failing to timely pay
18 wages to Plaintiffs and the other class members and aggrieved employees violate California
19 Labor Code sections 201, 202, 203, and 204. Defendants also violated California Labor Code
20 sections 210, 221, 226(a), 1174(d), 2800 and 2802. Defendants also violated California Labor
21 Code sections 245 *et seq.*, 246 and 2810.5 by failing to provide sick leave and notice to
22 Plaintiffs and other class members and aggrieved employees of their right to pay sick leave.
23 Defendants also violated California Labor Code sections 551 and 552 by failing to provide a
24 day of rest.

25 163. As a result of the herein described violations of California law, Defendants
26 unlawfully gained an unfair advantage over other businesses.

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165. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and the other class members and aggrieved employees are entitled to restitution of the wages withheld and retained by Defendants during a period that commences June 7, 2018; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

FOURTEENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, *et seq.*)

(Against DAILYLOOK, INC. and DOES 1 through 100)

166. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 165, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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Failure to Pay Overtime

170. Defendants' failure to pay failure to pay legally required overtime wages to Plaintiff ACOSTA and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

171. Defendants' failure to provide legally required meal periods to Plaintiff ACOSTA and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

172. Defendants' failure to provide legally required rest periods to Plaintiff ACOSTA And the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512.

Failure to Pay Wages (Including, Inter Alia, Minimum Wages)

173. Defendants' failure to pay wages (including regular, minimum, overtime, and premium wages) and all compensation due (e.g., by failing to pay reporting time and vacation and sick pay) to Plaintiff ACOSTA and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197, 1197.1, and 1198.

Failure to Timely Pay Wages Upon Termination

174. Defendants' failure to timely pay wages to Plaintiff ACOSTA and the other aggrieved employees upon termination in accordance with Labor Code sections 201 - 203, and 227.3 constitutes a violation of California Labor Code sections 201 - 203, and 227.3.

Failure to Timely Pay Wages During Employment

175. Defendants' failure to timely pay wages to Plaintiff ACOSTA and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

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Failure to Provide Complete and Accurate Wage Statements

176. Defendants' failure to provide complete and accurate wage statements to Plaintiff ACOSTA and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

177. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff ACOSTA and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

178. Defendants' failure to reimburse Plaintiff ACOSTA and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

Failure to Provide Paid Sick Leave

179. Defendants' failure to accurately credit/accrue their sick time pay, and to provide Plaintiff ACOSTA and other aggrieved employees with paid sick leave is in violation of Labor Code sections 201 – 204, 210, and 245 through 246 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 - 204, 210, and 245 through 246.

Failure to Provide Notice to Employees

180. Defendants' failure to provide notice containing requisite information in violation of California Labor Code section 2810.5, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 2810.5.

Failure to Pay Reporting Time Pay

181. Defendants' failure to pay reporting time pay in violation of the IWC Wage Orders (including Wage Order Nos. 1-2001, Section 5; 4-2001, Section 5; 5-2001, Section 5; 7-2001, Section 5; 8-2001, Section 5; and 9-2001, Section 5) and California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by IWC Wage Orders (including Wage Order Nos. 1-2001, Section 5; 4-2001, Section 5; 5-2001, Section 5;

7-2001, Section 5; 8-2001, Section 5; and 9-2001, Section 5) and by California Labor Code section 1198.

Failure to Provide Suitable Seating

182. Defendants' failure to provide suitable seating to Plaintiff ACOSTA and the other aggrieved employees, in violation of Labor Code section 1198 and the applicable IWC Wage (including Wage Order Nos. 1-2001, Section 14; 4-2001, Section 14; 5-2001, Section 14; 7-2001, Section 14; 8-2001, Section 14; and 9-2001, Section 5) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1198, California Code of Regulations, Title 8, Section 11070(14) and the applicable IWC Wage Orders.

Failure to Provide a Day of Rest

183. Defendants' failure to provide a day of rest in violation of California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

184. Pursuant to California Labor Code section 2699, Plaintiff ACOSTA, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under IWC Wage Orders (including Wage Order Nos. 1-2001, Section 20, 4-2001, Section 20, 5-2001, Section 20, 7-2001, Section 20, 8-2001, Section 20, and 9-2001, Section 20) in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

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

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

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

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

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and Plaintiff ACOSTA on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

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Class Certification

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2 1. That the first through thirteenth causes of action be certified to proceed on a
3 class action basis;

4 2. That Plaintiffs be appointed as the representative of the Class;

5 3. That counsel for Plaintiffs be appointed as Class Counsel; and

6 4. That Defendants provide to Class Counsel immediately the names and most
7 current/last known contact information (address, e-mail and telephone numbers) of all class
8 members.

9 **As to the First Cause of Action**

10 5. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
12 all overtime wages due to Plaintiffs and the other class members;

13 6. For general unpaid wages at overtime wage rates and such general and special
14 damages as may be appropriate;

15 7. For pre-judgment interest on any unpaid overtime compensation commencing
16 from the date such amounts were due;

17 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Labor Code section 1194; and

19 9. For such other and further relief as the Court may deem just and proper.

20 **As to the Second Cause of Action**

21 10. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
23 provide all meal periods (including second meal periods) to Plaintiffs and the other class
24 members;

25 11. That the Court make an award to Plaintiffs and the other class members of one
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
27 period was not provided;

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12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 512 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

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25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, 203 and 227.3 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

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37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

1 51. For reasonable attorneys' fees and costs of suit incurred herein; and

2 52. For such other and further relief as the Court may deem just and proper.

3 **As to the Tenth Cause of Action**

4 53. That the Court adjudge and decree that Defendants violated California
5 Labor Code sections 201 - 204, 210, 233, 245 *et seq.*, 246 and 2810.5 by failing to provide sick
6 leave.

7 54. For all actual, consequential, and incidental losses and damages, according
8 to proof;

9 55. For pre-judgment interest on any unpaid wages from the date such amounts
10 were due;

11 56. For such other and further relief as the Court may deem just and proper.

12 **As to the Eleventh Cause of Action**

13 57. That the Court adjudge and decree that Defendants violated California Labor
14 Code section 1198, California Code of Regulations, Title 8 Sections 11040(5)(A)-(B), and the
15 applicable IWC Wage Orders (including Wage Order Nos. 1-2001, Section 5; 4-2001, Section
16 5; 5-2001, Section 5; 7-2001, Section 5; 8-2001, Section 5; and 9-2001, Section 5) by failing to
17 pay Plaintiffs and the other class members reporting time pay.

18 58. For all actual, consequential, and incidental losses and damages, according to
19 Proof;

20 59. For pre-judgment interest on any unpaid wages from the date such amounts were
21 due;

22 60. For such other and further relief as the Court may deem just and proper.

23 **As to the Twelfth Cause of Action**

24 61. That the Court adjudge and decree that Defendants violated California Labor
25 Code section 1198 and the applicable IWC Wage Orders (including Wage Order Nos. 1-2001,
26 Section 14; 4-2001, Section 14; 5-2001, Section 14; 7-2001, Section 14; 8-2001, Section 14;
27 and 9-2001, Section 14) by failing to provide Plaintiffs and the other Class Members with
28 suitable seating.

62. For all actual consequential, and incidental losses and damages, according to proof;

63. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

64. For such other relief as the Court may deem just and proper.

As to the Thirteenth Cause of Action

65. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them in a timely fashion, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to provide compliant wage statements, failing to maintain requisite payroll records, failing to provide vacation and sick pay, failing to reimburse business expenses, and by violating California Labor Code sections 201, 202, 203, 204, 210, 221, 226(a), 226.7, 227.3, 245, 246, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 2800, 2802, 2810.5, IWC Wage Orders (including, inter alia, Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 8-2001 and 9-2001) and federal regulations under the Fair Labor Standards Act.

66. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

67. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

69. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

70. For such other and further relief as the Court may deem just and proper.

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As to the Fourteenth Cause of Action

71. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g) plus costs/expenses and attorneys fees for violation of California Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 245, 246 *et seq.*, 510, 512(a), 551, 552, 558(a)(1)-(2), 1174(d), 1194, 1197, 1197.1, 2800, 2802, 2810.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and IWC Wage Orders (including, inter alia, Sections 5 and 14 of Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 8-2001, and 9-2001).

72. For such other and further relief as the Court may deem just and proper.

Dated: April 24, 2024

LAWYERS for JUSTICE, PC

By: _____



Joanna Ghosh
Attorneys for Plaintiff