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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

KIANA MATHEWS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

PINTEREST, INC., a Delaware corporation;
MAGNIT, LLC; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CGC-21-589584

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (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 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

ELECTRONICALLY
FILED
*Superior Court of California,
County of San Francisco*
07/10/2023
Clerk of the Court
BY: BOWMAN LIU
Deputy Clerk

COMES NOW, Plaintiff KIANA MATHEWS (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, 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 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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 Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of San Francisco. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of San Francisco. Defendants employed Plaintiff within the State of California, County of San Francisco.

PARTIES

5. Plaintiff KIANA MATHEWS is an individual residing in the State of California, County of Contra Costa.

6. Defendant PINTEREST, INC., at all times herein mentioned, was and is, upon information and belief, a Delaware corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of San Francisco.

1 7. Defendant MAGNIT, LLC at all times herein mentioned, was and is, upon
2 information and belief, a Delaware limited liability company, and at all times herein
3 mentioned, was and is, an employer whose employees are engaged throughout the State of
4 California, including the County of San Francisco.

5 8. At all relevant times, Defendants PINTEREST, INC. and MAGNIT, LLC were
6 the “employers” of Plaintiff within the meaning of all applicable California laws and statutes.

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

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

23 11. Defendants PINTEREST, INC. and MAGNIT, LLC and DOES 1 through 100
24 will hereinafter collectively be referred to as “Defendants.”

25 12. Plaintiff further alleges that Defendants directly or indirectly controlled or
26 affected the working conditions, wages, working hours, and conditions of employment of
27 Plaintiff and the other class members so as to make each of said Defendants and employers
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liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

The proposed class is defined as follows:

All current and former hourly-paid or non-exempt workers of Pinterest, whether hired directly by Pinterest or placed at Pinterest through MAGNIT, LLC or another staffing agency, within the State of California at any time during the period of August 7, 2016, to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. 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 Plaintiff 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: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff 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 16. 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 failed to pay their hourly-paid or non-exempt
21 employees within the State of California for all hours worked, missed
22 meal periods and rest breaks in violation of California law;

23 c. Whether Defendants required Plaintiff and the other class members to
24 work over eight (8) hours per day and/or over forty (40) hours per week
25 and failed to pay the legally required overtime compensation to Plaintiff
26 and the other class members;

27 d. Whether Defendants properly calculated the regular rate for Plaintiff and
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- 1 the other class members who worked overtime and earned incentive pay;
- 2 e. Whether Defendants deprived Plaintiff and the other class members of
- 3 meal and/or rest periods or required Plaintiff and the other class
- 4 members to work during meal and/or rest periods without compensation;
- 5 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
- 6 other class members for all hours worked;
- 7 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
- 8 class members within the required time upon their discharge or
- 9 resignation;
- 10 h. Whether Defendants failed to timely pay all wages due to Plaintiff and
- 11 the other class members during their employment;
- 12 i. Whether Defendants complied with wage reporting as required by the
- 13 California Labor Code, including, inter alia, section 226;
- 14 j. Whether Defendants failed to reimburse the class members for necessary
- 15 business-related expenses and costs;
- 16 k. Whether Defendants' conduct was willful or reckless;
- 17 l. Whether Defendants engaged in unfair business practices in violation of
- 18 California Business & Professions Code section 17200, *et seq.*;
- 19 m. The appropriate amount of damages, restitution, and/or monetary
- 20 penalties resulting from Defendants' violation of California law; and
- 21 n. Whether Plaintiff and the other class members are entitled to
- 22 compensatory damages pursuant to the California Labor Code.

23 **GENERAL ALLEGATIONS**

24 17. During the relevant time period set forth herein, Defendants employed Plaintiff

25 and other persons as hourly-paid or non-exempt employees within the State of California.

26 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid

27 employee in 2019 in the State of California, County of San Francisco.

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1 19. Defendants had the authority to hire and terminate Plaintiff and the other class
2 members; to set work rules and conditions governing Plaintiff's and other class members'
3 employment; and to supervise their daily employment activities.

4 20. Defendants exercised sufficient authority over the terms and conditions of
5 Plaintiff and other class members' employment for them to be joint employers of Plaintiff and
6 the other class members.

7 21. Defendants directly hired and paid wages and benefits to Plaintiff and the other
8 class members.

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

11 23. Plaintiff and the other class members worked over eight (8) hours in a day,
12 and/or forty (40) hours in a week during their employment with Defendants.

13 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
15 non-exempt employees within the State of California. This scheme involved, inter alia, failing
16 to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of
17 California law.

18 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 certain wages for overtime compensation and that Plaintiff and the other class members were
21 not receiving wages for overtime compensation.

22 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 failed to provide Plaintiff and the other class members the required rest and meal periods
24 during the relevant time period as required under the Industrial Welfare Commission Wage
25 Orders and thus they are entitled to any and all applicable penalties.

26 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to receive
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1 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's
2 and the other class members' regular rate of pay when a meal period was missed, late or
3 interrupted, and that Plaintiff and the other class members did not receive all timely and proper
4 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
5 period was missed.

6 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and other class members were entitled to receive all
8 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff
9 and the other class members' regular rate of pay when a rest period was missed, late or
10 interrupted, and that Plaintiff and the other class members did not receive all rest periods or
11 payment of one additional hour of pay at their regular rate of pay when a rest period was
12 missed.

13 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 at least minimum wages for compensation and that Plaintiff and the other class members were
16 not receiving at least minimum wages for all hours worked.

17 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 the wages owed to them upon discharge or resignation, including overtime and minimum
20 wages and meal and rest period premiums, and that Plaintiff and the other class members did
21 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

22 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff
25 and the other class members did not receive complete and accurate wage statements from
26 Defendants. The deficiencies included, inter alia, the failure to include the total number of
27 hours worked by Plaintiff and the other class members.

1 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to
3 reimbursement for necessary business-related expenses.

4 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Defendants had to keep complete and accurate payroll records
6 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
7 keep complete and accurate payroll records for Plaintiff and the other class members.

8 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that they had a duty to compensate Plaintiff and the other class
10 members pursuant to California law, and that Defendants had the financial ability to pay such
11 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
12 represented to Plaintiff and the other class members that they were properly denied wages, all
13 in order to increase Defendants' profits.

14 35. During the relevant time period set forth herein, Defendants failed to pay
15 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and
16 other class members were required to work more than eight (8) hours per day and/or forty (40)
17 hours per week without overtime compensation.

18 36. During the relevant time period set forth herein, Defendants failed to provide the
19 requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class
20 members.

21 37. During the relevant time period set forth herein, Defendants failed to pay
22 Plaintiff and the other class members at least minimum wages for all hours worked.

23 38. During the relevant time period set forth herein, Defendants failed to pay
24 Plaintiff and the other class members the wages owed to them upon discharge or resignation.

25 39. During the relevant time period set forth herein, Defendants failed to provide
26 complete or accurate wage statements to Plaintiff and the other class members.

27 40. During the relevant time period set forth herein, Defendants failed to keep
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1 complete or accurate payroll records for Plaintiff and the other class members.

2 41. During the relevant time period set forth herein, Defendants failed to properly
3 compensate Plaintiff and the other class members pursuant to California law in order to
4 increase Defendants' profits.

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

8 **FIRST CAUSE OF ACTION**

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

10 **(Against PINTEREST, INC., MAGNIT, LLC, and DOES 1 through 100)**

11 43. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
12 through 42, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

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

19 45. Specifically, the applicable IWC Wage Order provides that Defendants are and
20 were required to pay Plaintiff and the other class members employed by Defendants, who
21 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
22 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
23 than forty (40) hours in a workweek.

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

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

6 48. During the relevant time period set forth herein, Plaintiff and the other class
7 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
8 week.

9 49. During the relevant time period set forth herein, Defendants intentionally and
10 willfully failed to pay overtime wages owed to Plaintiff and the other class members. For
11 example, Defendants maintained a policy and practice of compensating Plaintiff and other
12 class members for their scheduled work hours only and not actual hours worked, resulting in
13 them not being paid for work performed outside their scheduled hours, including reviewing
14 work emails, attending company mandated post-shift events, and donning and doffing
15 uniforms. Defendants also failed to include non-discretionary bonuses and incentives in
16 Plaintiff and the other class members' regular rate of pay for purposes of overtime
17 compensation.

18 50. Defendants' failure to pay Plaintiff and the other class members the unpaid
19 balance of overtime compensation, as required by California laws, violates the provisions of
20 California Labor Code sections 510 and 1198, and is therefore unlawful.

21 51. Pursuant to California Labor Code section 1194, Plaintiff and the other class
22 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
23 attorneys' fees.

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1 who did not waive their legally-mandated meal periods by mutual consent, were required to
2 work for periods longer than five (5) hours without an uninterrupted meal period of not less
3 than thirty (30) minutes and/or without a rest period.

4 58. During the relevant time period set forth herein, Plaintiff and the other class
5 members who were scheduled to work for a period of time no longer than twelve (12) hours,
6 and who did not waive their legally-mandated meal periods by mutual consent, were required
7 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
8 than thirty (30) minutes and/or without a rest period.

9 59. During the relevant time period set forth herein, Plaintiff and the other class
10 members who were scheduled to work for a period of time in excess of six (6) hours were
11 required to work for periods longer than five (5) hours without an uninterrupted meal period of
12 not less than thirty (30) minutes and/or without a rest period.

13 60. During the relevant time period set forth herein, Plaintiff and the other class
14 members who were scheduled to work for a period of time in excess of twelve (12) hours were
15 required to work for periods longer than ten (10) hours without an uninterrupted meal period of
16 not less than thirty (30) minutes and/or without a rest period.

17 61. During the relevant time period set forth herein, Defendants intentionally and
18 willfully required Plaintiff and the other class members to work during meal periods and failed
19 to compensate Plaintiff and the other class members the full meal period premium for work
20 performed during meal periods. For example, Defendants maintained a policy and practice of
21 understaffing its departments and failing to provide adequate relief, while imposing heavy
22 workloads on Plaintiff and other class members, which prevented them from taking legally
23 mandated meal periods and failed to pay them their full meal period premiums at their regular
24 rate of pay.

25 62. During the relevant time period set forth herein, Defendants failed to pay
26 Plaintiff and the other class members the full meal period premium due pursuant to California
27 Labor Code section 226.7.
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63. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against PINTEREST, INC., MAGNIT, LLC, and DOES 1 through 100)

65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

67. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

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

69. During the relevant time period set forth herein, Defendants required Plaintiff and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

1 70. During the relevant time period set forth herein, Defendants willfully required
2 Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and
3 the other class members the full rest period premium for work performed during rest periods.
4 For example, Defendants maintained a policy and practice of understaffing its departments and
5 failing to provide adequate relief, while imposing heavy workloads on Plaintiff and other class
6 members, which prevented them from taking legally mandated rest periods and failed to pay
7 them their full rest period premium at their regular rate of pay.

8 71. During the relevant time period set forth herein, Defendants failed to pay
9 Plaintiff and the other class members the full rest period premium due pursuant to California
10 Labor Code section 226.7.

11 72. Defendants' conduct violates applicable IWC Wage Orders and California
12 Labor Code section 226.7.

13 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section
14 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
15 additional hour of pay at the employees' regular hourly rate of compensation for each workday
16 that the rest period was not provided.

17 **FOURTH CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 1194 and 1197)**

19 **(Against PINTEREST, INC., MAGNIT, LLC, and DOES 1 through 100)**

20 74. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 73 and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 75. During the relevant time period set forth herein, California Labor Code sections
24 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a
25 lesser wage than the minimum so fixed, is unlawful.

26 76. During the relevant time period set forth herein, Defendants failed to pay
27 minimum wages to Plaintiff and the other class members as required, pursuant to California
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1 Labor Code sections 1194 and 1197. For example, Defendants maintained a policy and practice
2 of compensating Plaintiff and other class members for their scheduled work hours only and not
3 actual hours worked, resulting in them not being paid for work performed outside their
4 scheduled hours, including for reviewing work emails, attending company mandated post-shift
5 events, and donning and doffing uniforms. Defendants also failed to include non-discretionary
6 bonuses and incentives in Plaintiff and other class members' regular rate of pay for purposes of
7 compensating paid sick leave.

8 77. Defendants' failure to pay Plaintiff and the other class members the minimum
9 wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those
10 sections, Plaintiff and other class members are entitled to recover the unpaid balance of their
11 minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
12 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

13 78. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
14 members are entitled to recover liquidated damages in an amount equal to the wages
15 unlawfully unpaid and interest thereon.

16 **FIFTH CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 201 and 202)**

18 **(Against PINTEREST, INC., MAGNIT, LLC, and DOES 1 through 100)**

19 79. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 78, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 80. During the relevant time period set forth herein, California Labor Code sections
23 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid
24 at the time of discharge are due and payable immediately, and if an employee quits his or her
25 employment, his or her wages shall become due and payable not later than seventy-two (72)
26 hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
27 intention to quit, in which case the employee is entitled to his or her wages at the time of
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1 quitting.

2 81. During the relevant time period set forth herein, Defendants intentionally and
3 willfully failed to pay Plaintiff and the other class members who are no longer employed by
4 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
5 Defendants' employ. Specifically, for the reasons stated in paragraphs 49, 61, 70 and 76,
6 Defendants willfully failed to pay Plaintiff and the other class members their earned and
7 unpaid wages. Additionally, Plaintiff's last day of employment with Defendants was October
8 4, 2019, but Plaintiff did not receive her final pay until October 18, 2019.

9 82. Defendants' failure to pay Plaintiff and the other class members who are no
10 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
11 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
12 202.

13 83. California Labor Code section 203 provides that if an employer willfully fails to
14 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
15 shall continue as a penalty from the due date thereof at the same rate until paid or until an
16 action is commenced; but the wages shall not continue for more than thirty (30) days.

17 84. Plaintiff and the other class members are entitled to recover from Defendants the
18 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as
19 provided by Labor Code section 203.

20 **SIXTH CAUSE OF ACTION**

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

22 **(Against PINTEREST, INC., MAGNIT, LLC, and DOES 1 through 100)**

23 85. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 84, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 86. During the relevant time period set forth herein, California Labor Code section
27 226(a) provides that every employer shall furnish each of his or her employees an accurate
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1 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
2 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
3 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
4 written orders of the employee may be aggregated and shown as one item, (5) net wages
5 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
6 employee and his or her social security number, (8) the name and address of the legal entity
7 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee. The deductions
9 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
10 showing the month, day, and year, and a copy of the statement or a record of the deductions
11 shall be kept on file by the employer for at least three years at the place of employment or at a
12 central location within the State of California.

13 87. Defendants have intentionally and willfully failed to provide Plaintiff and the
14 other class members with complete and accurate wage statements. The deficiencies include
15 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
16 other class members, and the name and address of the legal entity that is the employer,
17 Defendant Pinterest, Inc. and/or Defendant Magnit, LLC.

18 88. As a result of Defendants' violation of California Labor Code section 226(a),
19 Plaintiff and the other class members have suffered injury and damage to their statutorily
20 protected rights.

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

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

2 91. Plaintiff and the other class members are also entitled to injunctive relief to
3 ensure compliance with this section, pursuant to California Labor Code section 226(h).

4 **SEVENTH CAUSE OF ACTION**

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

6 **(Against PINTEREST, INC., MAGNIT, LLC, and DOES 1 through 100)**

7 92. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 91, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 93. Pursuant to California Labor Code sections 2800 and 2802, an employer must
11 reimburse its employee for all necessary expenditures incurred by the employee in direct
12 consequence of the discharge of his or her job duties or in direct consequence of his or her
13 obedience to the directions of the employer.

14 94. Defendants have intentionally and willfully failed to reimburse the other class
15 members for all necessary business-related expenses and costs, including for requiring they use
16 their personal cellular phones to communicate with supervisors and other employees. The other
17 class members are entitled to recover from Defendants their business-related expenses and costs
18 incurred during the course and scope of their employment, plus interest accrued from the date on
19 which the employee incurred the necessary expenditures at the same rate as judgments in civil
20 actions in the State of California.

21 **EIGHTH CAUSE OF ACTION**

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

23 **(Against PINTEREST, INC., MAGNIT, LLC, and DOES 1 through 100)**

24 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
25 through 94, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 96. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that
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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.

97. On May 15, 2023, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated, and the theories supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the May 15, 2023, written notice to the LWDA. Plaintiff believes that on or about July 19, 2023, the sixty-five (65) day notice period expired as to all Defendants and the LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiff exhausted the statutory time period to bring this action.

98. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current and former hourly-paid or non-exempt employees of Pinterest, whether hired directly by Pinterest or placed at Pinterest through Magnit, LLC or another staffing agency, within the State of California at any time during the period from May 15, 2022, through present, and one or more of the alleged violations was committed against them.

Failure to Pay Minimum and Overtime Wages

99. At all times relevant herein, Defendants were required to compensate their non-exempt employees minimum wages for all hours worked and overtime wages, using the regular rate of pay calculated to include non-discretionary bonuses and incentives, for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate of Labor Code §§ 510, 1194, 1197, and 1198.

100. As a policy and practice, Defendants failed to compensate Plaintiff and the other aggrieved current and former employees for all hours worked, resulting in a failure to pay all minimum wages and overtime wages, where applicable.

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102. As a policy and practice, Defendants failed to provide Plaintiff and the other aggrieved current and former employees with legally-mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

103. At all times relevant herein, Defendants were required to pay their employees within a specified time period pursuant to the mandate of Labor Code § 204.

104. As a policy and practice, Defendants failed to pay Plaintiff and the other aggrieved current and former employees all wages due and owing them within the required time period.

105. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§ 201 to 204.

106. As a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

/ / /

1 **Failure to Provide Complete and Accurate Wage Statements**

2 107. At all times relevant herein, Defendants were required to keep *accurate* records
3 regarding their California employees pursuant to the mandate of Labor Code §§ 226, 1174 and
4 1776.

5 108. As a result of Defendants' various Labor Code violations, Defendants failed to
6 keep accurate records regarding Plaintiff and the other aggrieved current and former employees.
7 For example, Defendants failed in their affirmative obligation to keep accurate records regarding
8 Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours
9 worked, all deductions, net wages earned, and all applicable hourly rates and the number of
10 hours worked at each hourly rate.

11 **Failure to Reimburse Necessary Business Expenses**

12 109 At all times relevant herein, Defendants were required to reimburse its employees
13 for any and all necessary expenditures or losses incurred by the employees in direct
14 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§
15 2800 and 2802.

16 110. As a policy and practice, Defendants failed to reimburse Plaintiff and the other
17 aggrieved current and former employees for all business expenses incurred and owing them
18 within the required time period.

19 **Penalties**

20 111. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf of
21 the other current and former aggrieved employees, requests and is entitled to recover from
22 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but
23 not limited to:

- 24 a. Penalties under California Labor Code § 2699 in the amount of a hundred
25 dollars (\$100) for each aggrieved employee per pay period for the initial
26 violation, and two hundred dollars (\$200) for each aggrieved employee per
27 pay period for each subsequent violation;
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- 1 b. Penalties under California Code of Regulations Title 8 § 11040 in the
2 amount of fifty dollars (\$50) for each aggrieved employee per pay period for
3 the initial violation, and one hundred dollars (\$100) for each aggrieved
4 employee per pay period for each subsequent violation;
- 5 c. Penalties under California Labor Code § 210 in addition to, and entirely
6 independent and apart from, any other penalty provided in the California
7 Labor Code in the amount of a hundred dollars (\$100) for each aggrieved
8 employee per pay period for the initial violation, and two hundred dollars
9 (\$200) for each aggrieved employee per pay period for each subsequent
10 violation;
- 11 d. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars
12 (\$100) for each aggrieved employee per pay period for the initial violation,
13 and two hundred fifty dollars (\$250) for each aggrieved employee per pay
14 period for each subsequent violation;
- 15 e. Wages under California Labor Code section 558 in addition to, and entirely
16 independent and apart from, any other penalty provided in the California
17 Labor Code;
- 18 f. Any and all additional penalties as provided by the Labor Code and/or other
19 statutes; and
- 20 g. Attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1194, and 2699,
21 and any other applicable statute.

22 **NINTH CAUSE OF ACTION**

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

24 **(Against PINTEREST, INC., MAGNIT, LLC, and DOES 1 through 100)**

25 112 Plaintiff incorporates by reference the allegations contained in paragraphs 1
26 through 111, and each and every part thereof with the same force and effect as though fully set
27 forth herein. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
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1 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
2 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
3 interest within the meaning of Code of Civil Procedure section 1021.5. Defendants' activities
4 as alleged herein are violations of California law, and constitute unlawful business acts and
5 practices in violation of California Business & Professions Code section 17200, *et seq.*

6 113. 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 policy and practice of requiring Plaintiff and the other class members work overtime hours
9 without paying them proper compensation violate California Labor Code sections 510 and
10 1198. Additionally, Defendants' policy and practice of requiring Plaintiff and the other class
11 members, to work through their meal and rest periods without paying them proper
12 compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants'
13 policy and practice of failing to timely pay wages to Plaintiff and the other class members
14 violate California Labor Code sections 201 and 202. Defendants also violated California Labor
15 Code sections 226(a), 1194, 1197, 2800 and 2802.

16 114. As a result of the herein described violations of California law, Defendants
17 unlawfully gained an unfair advantage over other businesses.

18 115. Plaintiff and the other class members have been personally injured by
19 Defendants' unlawful business acts and practices as alleged herein, including but not
20 necessarily limited to the loss of money and/or property.

21 116. Pursuant to California Business & Professions Code section 17200, *et seq.*,
22 Plaintiff and the other class members are entitled to restitution of the wages withheld and
23 retained by Defendants during a period that commences four years prior to the filing of this
24 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
25 1021.5 and other applicable laws; and an award of costs.

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually, and on behalf of other members of the general public similarly
3 situated, requests a trial by jury.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
6 public similarly situated, prays for relief and judgment against Defendants, jointly and
7 severally, as follows:

8 **Class Certification**

- 9 1. That this action be certified as a class action;
- 10 2. That Plaintiff be appointed as representative of the Class;
- 11 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 12 4. That Defendants provide to Class Counsel immediately the names and most
13 current contact information (address, e-mail and telephone numbers) of all class members.

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

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

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

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

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

24 9. For such other and further relief as the court may deem just and proper.

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

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

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

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 section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff 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.

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As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 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;

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

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

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

28. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

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

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

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

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

33. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

34. 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 Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); 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 California Labor Code sections 2800 and 2802 by willfully failing to reimburse the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

As to the Eight Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226(g), 226.3, 226.7, 226.7(b), 246(l), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802;

45. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code Sections 218.5, 1194, and 2699, and any other applicable statute; and

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the

1 other class members all overtime compensation due to them, failing to provide all meal and
2 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
3 Plaintiff and the other class members, failing to pay Plaintiff and the other class members
4 wages timely as required by California Labor Code section 201, 202.

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

7 49. For the appointment of a receiver to receive, manage and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by
9 Defendants as a result of violation of California Business and Professions Code sections
10 17200, *et seq.*;

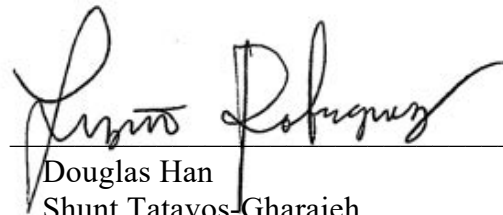
11 50. For injunctive relief to ensure compliance with this section, pursuant to
12 California Business and Professions Code sections 17200, *et seq.*; and

13 51. For such other and further relief as the court may deem just and proper.
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15 Dated: July 10, 2023

JUSTICE LAW CORPORATION

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18 By:



19 Douglas Han
20 Shunt Tatavos-Gharajeh
21 Lizette Rodriguez
22 *Attorneys for Plaintiff*
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EXHIBIT 1

May 15, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: PINTEREST, INC. AND MAGNIT, LLC

Dear Representative:

We have been retained to represent Kiana Mathews against Pinterest, Inc., Magnit, LLC (f/k/a PRO Unlimited, Inc.), and any individual, owner, officer, managing agent, staffing agency, temporary agency, or other provider of temporary workers to Pinterest, Inc. (and each of their respective past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, and insurers, and any respective successors and predecessors in interest, assigns, affiliates, subsidiaries, and parents), and DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, for violations of California wage-and-hour laws (hereinafter collectively referred to as "DEFENDANTS").

Ms. Mathews is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Mathews may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Pinterest, Inc. is a Delaware corporation headquartered at 505 Brannan Street, San Francisco, California, 94107.

Magnit, LLC (f/k/a PRO Unlimited, Inc.) is a Delaware limited liability company headquartered at 2365 Iron Point Road, Suite 270, Folsom, California, 95630.

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DEFENDANTS employed Ms. Mathews as an hourly-paid, non-exempt Spam Operations Agent until in or around October 2019 in the State of California. Ms. Mathews was placed to work at Pinterest, Inc. by Magnit, LLC. DEFENDANTS directly controlled the wages, hours and/or working conditions of Ms. Mathews and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Ms. Mathews may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees of DEFENDANTS within the State of California.

DEFENDANTS failed to properly compensate its hourly-paid or non-exempt employees for all hours worked, failed to pay all wages owed (including minimum, straight, and overtime wages), failed to properly calculate the regular rate of pay, failed to properly provide meal and rest breaks and failed to pay premiums, failed to provide employees with timely wages after their resignation or termination, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Mathews has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees of DEFENDANTS, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

DEFENDANTS have violated and/or continue to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226(g), 226.3, 226.7, 226.7(b), 246(l), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

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During the relevant time period, Ms. Mathews and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. DEFENDANTS failed to compensate Ms. Mathews and other aggrieved employees for all hours worked, in part due to DEFENDANTS' improper policy and practice of setting an expectation that only scheduled hours of work were to be reported, and employees performing off-the-clock work. Such off-the-clock work consisted of but was not limited to: (1) pre-shift work every day for most employees due to the extremely limited number of time clocks to use (resulting in substantial delays in clock-ins); and (2) working during meal breaks and post-shift work in order to meet quotas set by DEFENDANTS (e.g. eliminating or responding to a certain number of spam reports).

DEFENDANTS also failed to include non-discretionary bonuses and commissions in aggrieved employees' regular rates of pay for purposes of overtime compensation. Therefore, Ms. Mathews and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

During the relevant time period, DEFENDANTS failed to pay Ms. Mathews and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employees' regular rates of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, DEFENDANTS routinely required Ms. Mathews and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with DEFENDANTS' policies and expectations and to keep up with their heavy workloads. DEFENDANTS also failed to authorize and permit Ms. Mathews and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, DEFENDANTS failed to compensate Ms. Mathews and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Ms. Mathews' and other aggrieved employees' regular rates of pay.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

During the relevant time period, DEFENDANTS failed to pay Ms. Mathews and other aggrieved employees all wages, including as a result of DEFENDANTS' improper policy and practice of uncompensated off-the-clock work, unpaid sick leave, unpaid overtime premiums, and unpaid premium wages for failing to provide legally mandated meal and rest breaks due to them within any time period specified by California Labor Code sections 201 and 203 and, therefore, is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 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, and 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. California Labor Code section 204 also requires 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.

During the relevant time period, DEFENDANTS failed to pay Ms. Mathews and other aggrieved employees all wages due to them, including as a result of uncompensated off-the-clock work, unpaid sick leave, unpaid overtime premiums, and unpaid premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

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During the relevant time period, DEFENDANTS did not provide Ms. Mathews and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from DEFENDANTS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include: (1) gross wages earned by Ms. Mathews and other aggrieved employees; (2) total hours worked by Ms. Mathews and other aggrieved employees; (3) all deductions for Ms. Mathews and other aggrieved employees; (4) net wages earned by Ms. Mathews and other aggrieved employees; and (5) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Mathews and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

During the relevant time period, Ms. Mathews and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to 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 employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.

During the relevant time period, DEFENDANTS failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Ms. Mathews and other aggrieved employees.

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

During the relevant time period, DEFENDANTS did not provide Ms. Mathews and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre-shift and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer.

During their employment, Ms. Mathews and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by DEFENDANTS, including: (1) using their personal cellular phones for work-related purposes up to multiple times per shift, including to communicate with supervisors; (2) at-home internet and office supply expenses to complete remote work during the COVID-19 pandemic; and (3) purchasing parts of their uniforms (pants and shoes) out-of-pocket.

We believe that Ms. Mathews and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226(g), 226.3, 226.7, 226.7(b), 246(l), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Mathews will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of DEFENDANTS within one year of the date of this letter, as allowed by law.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Email Only):

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is eedens@justicelawcorp.com

On August 22, 2023, I served the foregoing document described as

CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Mathews v. Pinterest, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-955168-23**
Court Case No.: CGC-21-589584
San Francisco County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 22, 2023, at Pasadena, California.



Ethan Edens