

LAWYERS for JUSTICE, PC
 450 North Brand Boulevard, Suite 900
 Glendale, California 91203

Arby Aiwazian (SBN 269827)
 Joanna Ghosh (SBN 272479)
 Yasmin Hosseini (SBN 326399)
 Selena Matavosian (SBN 348044)
 Erica Stepanian (SBN 362054)
LAWYERS for JUSTICE, PC
 450 North Brand Boulevard, Suite 900
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Los Angeles
04/28/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Molinar Deputy

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

VICTOR ENRIQUEZ, 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,

Plaintiff,

vs.

GLOBAL EXPERIENCE SPECIALISTS,
 INC., a Nevada corporation; and DOES 1
 through 100, inclusive,

Defendants.

Case No.: 23STCV21231

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Failure to Pay Overtime Wages);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and 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 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (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 (Failure to Reimburse Business Expenses);
- (10) Violation of California Business & Professions Code § 17200, et seq.

(11) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff VICTOR ENRIQUEZ (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of the State of California with respect to other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class and representative action is brought pursuant to the California Code of Civil Procedure section 382 and pursuant to the California Labor Code section 2698, *et seq.* The monetary damages, restitution, and civil penalties 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 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. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles.

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PARTIES

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

6. Defendant GLOBAL EXPERIENCE SPECIALISTS, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. At all relevant times, Defendant GLOBAL EXPERIENCE SPECIALISTS, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants GLOBAL EXPERIENCE SPECIALISTS, 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.

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

10. Defendant GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of

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

CLASS ACTION ALLEGATIONS

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

13. 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 September 1, 2019 to final judgment and who reside in California.

14. Plaintiff reserves the right to establish additional 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' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he 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 incurred, and during the

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

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

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

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

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

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

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

d. Whether Defendants failed to use the non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive/per

1 diem pay to calculate the regular rate of pay used to calculate the overtime
2 rate for the payment of overtime wages where Plaintiff and the other class
3 members earned non-discretionary, monetary and non-monetary shift
4 differential/commission/bonus/performance/incentive/per diem pay and
5 overtime wages in the same workweek;

6 e. Whether Defendants failed to pay wages due to improper rounding, time
7 shaving, synthetic time keeping, and/or off-the-clock work during the
8 relevant time period;

9 f. Whether Defendants deprived Plaintiff and the other class members of
10 meal and/or rest periods or required Plaintiff and the other class members
11 to work during meal and/or rest periods without compensation;

12 g. Whether Defendants failed to pay minimum wages and all compensation
13 earned (including, regular, minimum, overtime and premium wages) to
14 Plaintiff and the other class members for all hours worked;

15 h. Whether Defendants failed to pay all wages due to Plaintiff and the other
16 class members within the required time upon their discharge or
17 resignation;

18 i. Whether Defendants failed to timely pay all wages due to Plaintiff and the
19 other class members during their employment, including, *inter alia*,
20 reporting time pay;

21 j. Whether Defendants complied with wage reporting as required by the
22 California Labor Code; including, *inter alia*, section 226;

23 k. Whether Defendants kept complete and accurate payroll records as required
24 by the California Labor Code, including, *inter alia*, section 1174(d);

25 l. Whether Defendants failed to pay reporting time pay to Plaintiff and the
26 other class members;

27 m. Whether Defendants failed to reimburse Plaintiff and the other class
28 members for necessary business-related expenses and costs (including by

failing to reimburse the cost of purchasing and maintaining personal cell phones for work-related purposes, and tools, equipment, and supplies required to be used for work-related purposes);

n. Whether Defendants failed to provide at least one day of rest in a seven-day work week to Plaintiff and other class members as required by California Labor Code section 551 and 552;

o. Whether Defendants' conduct was willful or reckless;

p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

r. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendants.

18. Unless otherwise specified, all citations and references to the PAGA statute are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to this action pursuant to California Labor Code section 2699(v)(1), as amended, because the original notice to the Labor and Workforce Development Agency was provided on by Plaintiff on June 28, 2023 and Plaintiff's separate PAGA action was originally filed on September 1, 2023 (*Victor Enriquez v. Global Experience Specialists, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21241), both of which occurred prior to June 19, 2024.

19. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former

employees pursuant to procedures outlined in California Labor Code section 2699.3.

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

21. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other 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 were committed against them.

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

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

23. On June 28, 2023, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant GLOBAL EXPERIENCE SPECIALISTS, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) calendar days of the date of the June 28, 2023 notice, and thereafter, on September 1, 2023, commenced his separate PAGA action, entitled *Victor Enriquez v. Global Experience Specialists, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21241.

24. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission (“IWC”) Wage Orders, including, *inter alia*, Wage Order No. 16-2001.

GENERAL ALLEGATIONS

25. At all relevant times set forth herein, Defendants employed Plaintiff and other class members and aggrieved employees, within the State of California, including the County of Los Angeles.

26. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, in the State of California, County of Los Angeles.

27. Defendants hired Plaintiff and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to, *inter alia*, compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

28. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff’s and the other class members’ and aggrieved employees’ employment, and to supervise their daily employment activities.

29. Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s and the other class members’ and aggrieved employees’ employment for them to be

1 joint employers of Plaintiff and the other class members and aggrieved employees.

2 30. Defendants directly hired and paid wages and benefits to Plaintiff and the other
3 class members and aggrieved employees.

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

6 32. Plaintiff and the other class members and aggrieved employees worked over eight
7 (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek
8 during their employment with Defendants.

9 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees
11 within the State of California. This pattern and practice involved, *inter alia*, failing to pay them
12 for all wages earned (including, *inter alia*, minimum, regular, overtime, and reporting time) and
13 for missed, shortened, late, and/or interrupted meal periods, and missed, shortened, late, and/or
14 interrupted rest breaks in violation of California law.

15 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
16 or should have known that Plaintiff and the other class members and aggrieved employees were
17 entitled to receive certain wages (including, *inter alia*, minimum, regular, overtime, and reporting
18 time) for overtime compensation and that they were not receiving all compensation that was due
19 to them as a result of, *inter alia*, Defendants' requiring Plaintiffs and the other class members and
20 aggrieved employees to perform work off-the-clock and engaging in improper rounding, time
21 shaving, and/or synthetic timekeeping. Defendants' failure includes, *inter alia*, failing to
22 compensate Plaintiffs and the other class members and aggrieved employees for job duties
23 performed before and/or after their scheduled shifts including, but not limited to, tasks related to
24 responding to work-related inquiries and arriving to work early to find parking.

25 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
26 to use the non-discretionary, monetary and non-monetary shift differential/commission/
27 bonus/performance/incentive pay to calculate the regular rate of pay used to calculate premium
28 pay for the payment of overtime wages, meal premiums, and rest premiums, where Plaintiff and

1 the other class members and aggrieved employees earned non-discretionary, monetary and non-
2 monetary shift differential/commission/bonus/performance/incentive pay and premium pay for
3 overtime wages, meal premiums, and rest premiums in the same workweek.

4 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
5 to compensate Plaintiff and other class members and aggrieved employees for all reporting time
6 pay, thereby violating the reporting time pay requirements under California law, including IWC
7 Wage Order Nos. 16-2001. During the relevant time period, Defendants required Plaintiff and the
8 other class members and aggrieved employees to report to work without putting them to work and
9 paying them the requisite reporting time pay. Namely, during the relevant time period, Plaintiff is
10 informed and believes, and based thereon alleges, that Defendants knew or should have known
11 that Plaintiff and the other class members and aggrieved employees were entitled to pay equal to
12 half the usual or scheduled day's work in an amount no less than two (2) hours, nor more than four
13 (4) hours, at the employee's regular rate of pay for each workday in which Plaintiff and the other
14 class members and aggrieved employees were required to report to work and were furnished less
15 than half the usual or scheduled day's work. When Defendants required Plaintiff and other class
16 members and aggrieved employees to report to work, but did not put them to work or furnish them
17 their usual work, Defendants failed to pay Plaintiff and other class members and aggrieved
18 employees half the usual or scheduled day's work in an amount no less than two (2) hours at the
19 employee's regular rate of pay for workdays in which Plaintiff and the other class members and
20 aggrieved employees reported to work and were furnished less than half the usual or scheduled
21 day's work, and Defendants failed to pay Plaintiff and other class members and aggrieved
22 employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiff and
23 other class members and aggrieved employees were required to report for work a second time in
24 one workday and were furnished less than two (2) hours of work upon the second reporting.

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

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

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

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members and aggrieved employees worked off-the-clock performing work duties, Defendants' failure to pay wages as a result of improper rounding, and Defendants' failing to pay reporting time pay.

41. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other class members and aggrieved employees worked more minutes per shift than Defendants credited them with having worked. Plaintiff alleges that Defendants policy, practices, and/or procedure of "rounding," time shaving, and/or synthetic timekeeping resulted in time during which Plaintiff and

1 the other class members and aggrieved employees were under control of Defendants but were not
2 compensated.

3 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
4 or should have known that Plaintiff and the other class members and aggrieved employees were
5 entitled to receive all wages owed to them upon discharge or resignation, including earned but
6 unpaid minimum, regular, overtime, reporting time, and meal and rest period premiums, and they
7 did not, in fact, receive all such compensation owed to them at the time of their discharge or
8 resignation.

9 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
10 or should have known that Plaintiff and the other class members and aggrieved employees were
11 entitled to receive all wages owed to them during their employment. Plaintiff and the other class
12 members and aggrieved employees did not receive payment of all wages, including minimum,
13 regular, overtime, reporting time, and meal and rest period premiums, within any time permissible
14 under California Labor Code section 204.

15 44. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and the
16 other class members and aggrieved employees were not provided with a day of rest as required by
17 California Labor Code sections 551 and 552, because they regularly worked in excess of thirty
18 (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which
19 they were required to work in excess of six (6) days, without accumulating or being provided the
20 opportunity to take at least one (1) day of rest, and when they accumulated days of rest, they were
21 not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during
22 each calendar month.

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

1 and the class members and aggrieved employees were supposed to be paid, and all meal and rest
2 premiums paid and/or owed.

3 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
4 or should have known that Defendants had to keep complete and accurate payroll records for
5 Plaintiff and the other class members and aggrieved employees in accordance with California law,
6 but, in fact, did not keep complete and accurate payroll records. The deficiencies include, *inter*
7 *alia*, the failure to include the actual number of hours worked by, and/or other compensation due
8 to, Plaintiff and the other class members and aggrieved employees, including work required to be
9 performed off-the-clock and as a result of Defendants' improper practice of time rounding, time
10 shaving, and/or synthetic timekeeping and requiring employees to report to work and failing to
11 pay reporting time pay.

12 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
13 or should have known that Plaintiff and the other class members and aggrieved employees were
14 entitled to reimbursement for necessary business-related expenses, including, *inter alia*, the cost
15 of purchasing and maintaining personal cell phones for work-related purposes, and tools,
16 equipment, and supplies required to be used for work-related purposes.

17 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
18 or should have known that they had a duty to compensate Plaintiff and the other class members
19 and aggrieved employees pursuant to California law, and that Defendants had the financial ability
20 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
21 represented to Plaintiff and the other class members and aggrieved employees that they were
22 properly denied wages, all in order to increase Defendants' profits.

23 49. During the relevant time period, Defendants failed to pay overtime wages to
24 Plaintiff and the other class members and aggrieved employees for all overtime hours worked.
25 Plaintiff and the other class members and aggrieved employees were required to work more than
26 eight (8) hours per day, forty (40) hours per week, and/or more than six (6) consecutive days in a
27 workweek without overtime compensation, at the proper rate, for all overtime hours worked.

28 50. During the relevant time period, Defendants failed to use the shift differential

1 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the
2 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
3 Plaintiff and the other class members and aggrieved employees earned shift differential
4 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
5 wages in the same workweek.

6 51. During the relevant time period, Defendants failed to provide all requisite
7 uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved
8 employees.

9 52. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members and aggrieved employees minimum wages and all compensation earned (e.g., by
11 failing to pay reporting time pay and meal and rest period premiums).

12 53. During the relevant time period, Defendants rounded the work time recorded by
13 Plaintiff and the other class members and aggrieved employees in a manner that was not fair and
14 neutral on its face and/or that favored Defendants over time, resulting in Plaintiff and the other
15 class members and aggrieved employees being underpaid for their time worked.

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

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

21 56. During the relevant time period, Defendants failed to provide complete or accurate
22 wage statements to Plaintiff and the other class members and aggrieved employees.

23 57. During the relevant time period, Defendants failed to keep complete or accurate
24 payroll records for Plaintiff and the other class members and aggrieved employees.

25 58. During the relevant time period, Defendants failed to reimburse Plaintiff and the
26 other class members and aggrieved employees for all necessary business-related expenses and
27 costs.

28 59. During the relevant time period, Defendants failed to properly compensate Plaintiff

1 and the other class members and aggrieved employees pursuant to California law in order to
2 increase Defendants' profits.

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

6 **FIRST CAUSE OF ACTION**

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

8 **(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)**

9 61. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
10 through 60, and each and every part thereof with the same force and effect as though fully set forth
11 herein.

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

16 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
17 were required to pay Plaintiff and the other class members employed by Defendants, and working
18 more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or over six (6)
19 consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of
20 eight (8) hours in a day, more than forty (40) hours in a workweek, or over six (6) consecutive
21 days in a workweek.

22 64. The applicable IWC Wage Order further provides that Defendants are and were
23 required to pay Plaintiff and the other class members overtime compensation at a rate of two times
24 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in excess
25 of eight (8) hours on the sixth consecutive day of work in a workweek.

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

1 and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve
2 (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

3 66. During the relevant time period, Plaintiff and the other class members worked in
4 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six
5 (6) consecutive days in a workweek, including performing work duties off-the-clock at the
6 direction of Defendants, including, but not limited to, tasks related to responding to work-related
7 inquiries and arriving to work early to find parking.

8 67. During the relevant time period, Defendants failed to use earned commissions/ non-
9 discretionary bonuses/non-discretionary performance pay/non-discretionary shift
10 differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate
11 the overtime rate for the payment of overtime wages where Plaintiff and the other class members
12 earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-
13 discretionary shift differentials/non-discretionary incentive pay and overtime wages in the same
14 workweek.

15 68. During the relevant time period, Defendants intentionally and willfully failed to
16 pay overtime wages owed to Plaintiff and the other class members at all or at the correct rate.
17 Plaintiffs and the other class members did not receive overtime compensation at one and one-half
18 times their regular hourly rate of pay for all hours spent performing job duties in excess of eight
19 (8) hours in a day, in excess of forty (40) hours in a week, or for the first eight (8) hours worked
20 on the seventh day of work.

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

24 70. Pursuant to California Labor Code section 1194, Plaintiff and the other class
25 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
26 attorneys' fees.

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1 **SECOND CAUSE OF ACTION**

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

3 **(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)**

4 71. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 70, and each and every part thereof with the same force and effect as though fully set forth
6 herein.

7 72. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
8 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

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

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

18 75. At all relevant times, the applicable IWC Wage Order and California Labor Code
19 section 512(a) further provide that an employer may not require, cause or permit an employee to
20 work for a work period of more than ten (10) hours per day without providing the employee with
21 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
22 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
23 consent of the employer and the employee only if the first meal period was not waived.

24 76. During the relevant time period, Plaintiff and the other class members who were
25 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
26 legally-mandated meal periods by mutual consent, were required to work for periods longer than
27 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest
28 period.

1 77. During the relevant time period, Plaintiff and the other class members' meal periods
2 were missed, shortened, taken late, and/or were interrupted as a result of Defendants' improper
3 practice of time rounding, time saving, and/or synthetic timekeeping and because Defendants
4 required them to perform work duties including, but not limited to, tasks related to responding to
5 work-related inquiries and arriving to work early to find parking, during what should have been a
6 duty-free meal period of not less than thirty (30) minutes.

7 78. As a result, Defendants failed to relieve Plaintiff and the other class members of all
8 duties, failed to relinquish control over Plaintiff and the other class members' activities, failed to
9 permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or
10 discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end
11 of their fifth hour of work for shifts lasting more than five (5) hours, and/or to take second thirty
12 (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting
13 more than ten (10) hours.

14 79. During the relevant time period, Plaintiff and the other class members who were
15 scheduled to work for a period of time in excess of six (6) hours were required to work for periods
16 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes
17 and/or rest period.

18 80. During the relevant time period, Defendants intentionally and willfully rounded
19 Plaintiff's and the other class members' meal punches and required them to work during meal
20 periods and failed to compensate Plaintiff and the other class members the full meal period
21 premium for work performed during meal periods.

22 81. During the relevant time period, Defendants failed to pay Plaintiff and the other
23 class members the full meal period premium due pursuant to California Labor Code section 226.7.

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

26 83. Pursuant to applicable IWC Wage Order and California Labor Code section
27 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
28 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)

(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)

84. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

85. At all times herein set forth, 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.

86. At all relevant times, 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.

87. At all relevant times, 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.

88. During the relevant time period, Defendants required Plaintiff and 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.

89. During the relevant time period, Plaintiff and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendants required them to remain on the premises during rest periods and to perform work duties including, but not limited to, tasks related to responding to work-related inquiries and arriving to work early to find parking, and Defendants failed to authorize or permit Plaintiff and the other class members or failed to relinquish control over Plaintiff and the other class members' activities in order to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3½) to six (6) hours

1 and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours,
2 and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) to fourteen
3 (14) hours and failed to make a good faith effort to authorize, permit, and provide such rest breaks
4 in the middle of each work period.

5 90. During the relevant time period, Defendants willfully required Plaintiff and the
6 other class members to work during rest periods and failed to pay Plaintiff and the other class
7 members the full rest period premium for work performed during rest periods. For example,
8 throughout their employment with Defendants, although Plaintiffs were not authorized and
9 permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major
10 fraction thereof, they were not provided with rest period premium payments.

11 91. During the relevant time period, Defendants failed to use earned commissions/ non-
12 discretionary bonuses/non-discretionary performance pay/non-discretionary shift
13 differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate
14 the premium for a missed, late, short, or interrupted rest period where Plaintiff's and the other class
15 members' rest periods were missed, late, short, or interrupted.

16 92. During the relevant time period, Defendants failed to pay Plaintiff and the other
17 class members the full rest period premium due pursuant to California Labor Code section 226.7.

18 93. Defendants' conduct violates applicable IWC Wage Orders and California Labor
19 Code section 226.7.

20 94. Pursuant to the applicable IWC Wage Orders and California Labor Code section
21 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
22 additional hour of pay at the employees' regular hourly rate of compensation for each work day
23 that the rest period was not provided.

24 **FOURTH CAUSE OF ACTION**

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

26 **(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)**

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

1 herein.

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

5 97. During the relevant time period, Defendants failed to pay wages, including, *inter*
6 *alia*, minimum wages, regular wages, overtime wages, meal and rest premiums, and reporting time
7 pay, to Plaintiff and the other class members, pursuant to California Labor Code sections 1194,
8 1197, and 1197.1.

9 98. Defendants' failure to pay wages included, *inter alia*, Defendants' effective
10 payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-
11 clock performing work duties, including, but not limited to, tasks related to responding to work-
12 related inquiries and arriving to work early to find parking, Defendants' failing to pay reporting
13 time wages, and Defendants' also implementing an improper procedure regarding time rounding,
14 time shaving, and/or synthetic timekeeping. Plaintiff spent time performing work duties off-the-
15 clock throughout their employment with Defendants.

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

21 100. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
22 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
23 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
24 minimum wages.

25 101. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
26 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
27 unpaid and interest thereon.

28 ///

FIFTH CAUSE OF ACTION

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

(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)

102. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 101, and each and every part thereof with the same force and effect as though fully set forth herein.

103. 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.

104. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, unpaid wages for time worked off-the-clock to perform work duties, unpaid reporting time pay, unpaid wages as a result of Defendants' improper practice regarding time rounding, time shaving, and/or synthetic timekeeping, and unpaid meal and rest period premium payments.

105. Plaintiff and the other class members were not paid at the time of their separation all wages earned and unpaid throughout his employment, including but not limited to, regular, minimum, and overtime wages for time worked off-the-clock, reporting time pay, and meal and rest period premium payments for short, late, interrupted, and/or missed meal and rest periods.

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

107. California Labor Code section 203 provides that if an employer willfully fails to

1 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
2 continue as a penalty from the due date thereof at the same rate until paid or until an action is
3 commenced; but the wages shall not continue for more than thirty (30) days.

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

7 **SIXTH CAUSE OF ACTION**

8 **(Violation of California Labor Code § 204)**

9 **(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)**

10 109. Plaintiff incorporates by reference the allegations contained in paragraphs 1
11 through 108, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

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

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

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

24 113. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiff and the other class members all wages due to them, within any time period permissible
26 under California Labor Code section 204.

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

SEVENTH CAUSE OF ACTION

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

(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)

115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. 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.

117. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members 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, failure to include all wages due for reporting time pay, failure to list the correct overtime rates, and failure to list all meal and rest premiums owed. As the employer willfully requiring employees to report to work (and not putting them to work) and requiring employees to perform work off-the-clock, and failing to provide, authorize, and/or permit compliant meal and rest periods or to pay all premium wages owed for such failure, Defendants had the information necessary to provide wage statements that accurately reflected the total number of hours actually

1 worked and the actual gross and net wages earned, yet failed to do so on a systematic basis and
2 instead provided wage statements that did not reflect the time worked or all wages and other
3 compensation earned.

4 118. As a result of Defendants' violation of California Labor Code section 226(a),
5 Plaintiff and the other class members have suffered injury and damage to their statutorily-protected
6 rights. Because Plaintiff and the other class members' wage statements did not reflect the accurate
7 number of hours worked, Plaintiff and the other class members were unable to determine the total
8 amount of hours they worked, were unable to determine the total amount of compensation they
9 were owed, and were unable to verify they were paid the proper amount. In order to determine
10 how much Plaintiff and the other class members should have been paid, Plaintiff and the other
11 class members would have had to engage in discovery and mathematical computations in order to
12 reconstruct the missing information.

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

17 120. Plaintiff and the other class members are entitled to recover from Defendants the
18 greater of their actual damages caused by Defendants' failure to comply with California Labor
19 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.
20 Because Plaintiff and the other class members' wage statements did not reflect the accurate number
21 of hours worked or wages earned, Plaintiff and the other class members were unable to determine
22 the total amount they were owed, and were unable to verify whether they were paid the proper
23 amount. In order to determine how much Plaintiff and the other class members should have been
24 paid, Plaintiff and the other class members would have had to engage in discovery and
25 mathematical computations in order to reconstruct the missing information.

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

28 ///

EIGHTH CAUSE OF ACTION

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

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

124. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

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

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

NINTH CAUSE OF ACTION

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

(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)

127. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

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

129. During the relevant time period, IWC Wage Order No. 16-2001, Section 9(b) was applicable to Plaintiff and the other class members' employment with Defendants, which require, in part, that if tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage.

130. During the relevant time period, Plaintiff and/or other class members were paid less than twice the minimum wage pursuant to California Labor Code 1182.12, when taking into account the fact that Defendants failed to properly compensate Plaintiffs and other class members for all hours worked.

131. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the cost of purchasing and maintaining personal cell phones for work-related purposes, and tools, equipment, and supplies required to be used for work-related purposes.

132. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

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

TENTH CAUSE OF ACTION

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

(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)

134. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 133, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 135. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
4 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
5 within the meaning of Code of Civil Procedure section 1021.5.

6 136. Defendants' activities as alleged herein are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business & Professions
8 Code section 17200, et seq.

9 137. A violation of California Business & Professions Code section 17200, et seq. may
10 be predicated on the violation of any state or federal law. In this instant case, Defendants'
11 policies and practices of requiring employees, including Plaintiff and the other class members,
12 to work overtime without paying them proper compensation violate California Labor Code
13 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
14 including Plaintiff and the other class members, to work through their meal and rest periods
15 without paying them proper compensation violate California Labor Code sections 226.7 and
16 512(a). Defendants' policies and practices of failing to pay wages (including, *inter alia*, regular,
17 overtime, and reporting time wages) required by the law violate California Labor Code sections
18 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay
19 wages to Plaintiff and the other class members violate California Labor Code sections 201, 202
20 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and
21 2802.

22 138. As a result of the herein described violations of California law, Defendants
23 unlawfully gained an unfair advantage over other businesses.

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

27 140. Pursuant to California Business & Professions Code sections 17200, et seq.,
28 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained

by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against GLOBAL EXPERIENCE SPECIALISTS, INC. and DOES 1 through 100)

141. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 11 and 17 through 133, and each and every part thereof with the same force and effect as though fully set forth herein.

142. 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.

143. 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.

144. Plaintiff 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.

Failure to Pay Overtime

145. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

146. Defendants' failure to provide legally required meal periods to Plaintiff and the

other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

147. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

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

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

Failure to Provide a Day of Rest

149. Defendants' failure to provide a day of rest as required by 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.

Failure to Pay Reporting Time Pay

150. Defendants' failure to pay reporting time pay in violation of the IWC Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by IWC Wage Orders and by California Labor Code section 1198.

Failure to Timely Pay Wages Upon Termination

151. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

152. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

153. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

154. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

155. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

156. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is 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 California Code of Regulations Title 8 section 11010 et seq. 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.

157. 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.

158. Further, Plaintiff 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

Plaintiff, individually, 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, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, 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, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

As to the First Cause of Action

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

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

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

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

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to 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.

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;

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, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

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

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

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

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

7 **As to the Sixth Cause of Action**

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

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

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

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

15 **As to the Seventh Cause of Action**

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

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

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

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

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

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

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

- 1 45. For actual, consequential and incidental losses and damages, according to proof;
2 46. For statutory penalties pursuant to California Labor Code section 1174.5; and
3 47. For such other and further relief as the Court may deem just and proper.

4 **As to the Ninth Cause of Action**

5 48. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class
7 members for all necessary business-related expenses as required by California Labor Code sections
8 2800 and 2802;

- 9 49. For actual, consequential and incidental losses and damages, according to proof;
10 50. For the imposition of civil penalties and/or statutory penalties;
11 51. For reasonable attorneys' fees and costs of suit incurred herein; and
12 52. For such other and further relief as the Court may deem just and proper.

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

14 53. That the Court decree, adjudge and decree that Defendants violated California
15 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other
16 class members all overtime compensation due to them, failing to provide all meal and rest periods
17 to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the
18 other class members, failing to pay Plaintiff's and the other class members' wages timely as
19 required by California Labor Code section 201, 202 and 204 and by violating California Labor
20 Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

28 57. For injunctive relief to ensure compliance with this section, pursuant to California

Business and Professions Code sections 17200, et seq.; and

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

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders, including, *inter alia*, Wage Order No. 16-2001; and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: April 22, 2026

LAWYERS for JUSTICE, PC

By: /s/ Erica Stepanian
Selena Matavosian
Erica Stepanian
Attorneys for Plaintiff