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David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

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

TALEAHA RIVERA, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

EAO WIRELESS, INC., a California
corporation; and DOES 1 through 10,
inclusive;

Defendants.

CASE NO.: **23STCV19592**

**COMPLAINT FOR VIOLATIONS OF THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 ET SEQ.)**

1 Plaintiff TALEAHA RIVERA, on behalf of herself and all others similarly situated, alleges
2 as follow:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative enforcement action under the Private Attorneys
5 General Act of 2004 (Labor Code §§ 2698 et seq.) (“PAGA”) on behalf of herself and all other
6 current or former non-exempt employees of Defendants in California that suffered at least one or
7 more of the Labor Code violations alleged herein within the applicable statute of limitations up to
8 the time this action is brought to trial (“Aggrieved Employees”).

9 2. All allegations in this Compliant are based upon information and belief except those
10 allegations specifically pertaining to Plaintiff and/or her counsel, which are based upon personal
11 knowledge. Each allegation in this Compliant has evidentiary support and/or is likely to have
12 evidentiary support after reasonable opportunity for further investigation and formal discovery.

13 3. Plaintiff alleges that during the relevant time period, Defendants engaged in wage
14 and hour violations under the California Labor Code and the applicable Industrial Welfare
15 Commission (“IWC”) Wage Order, including:

- 16 a. failing to pay minimum wages for all hours worked;
- 17 b. failing to pay overtime wages for all overtime hours worked;
- 18 c. failing to calculate and pay overtime using the correct rate;
- 19 d. failing to provide compliant meal periods and to pay meal period premiums
20 at the correct rate;
- 21 e. failing to provide complaint rest periods and to pay rest period premiums at
22 the correct rate;
- 23 f. failing to provide sick pay and to calculate sick pay using the correct rate;
- 24 g. failing to provide accurate itemized wage statements;
- 25 h. failing to pay all wages that were due and owing during employment and
26 upon separation of employment;
- 27 i. failing to reimburse for business expenses, including use of personal cellular

1 phones for work;

2 j. failing to provide sick pay or to pay sick pay at the required rate;

3 k. failing to provide suitable seating;

4 l. failing to maintain true and accurate records; and,

5 m. failing to provide accurate itemized wage statements.

6 4. Plaintiff and Aggrieved Employees seek PAGA penalties, but only those civil
7 penalties that are required to be shared with the California Labor and Workforce Development
8 Agency (“LWDA”) and no individual relief or underpaid wages, pursuant to Labor Code sections
9 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226(e), 226.7, 246, 510, 512, 558, 558.1,
10 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2699, 2802, IWC Wage Order 4-2001 §§ 3-4,
11 7, 9, and 11-12.

12 **JURISDICTION AND VENUE**

13 5. This Court has jurisdiction over this action pursuant to Code of Civil Procedure §
14 410.10 and Labor Code §§ 2698 et seq.

15 6. This Court has personal jurisdiction over Defendants because Defendants conduct
16 business in California and have caused injuries in the county of Los Angeles County through its
17 acts, omissions, and violations of the Labor Code and applicable IWC Wage Order.

18 7. Venue as to each Defendant is proper in this judicial district pursuant to Code of
19 Civil Procedure 395(a). Defendants maintain offices, transact business, and/or have an agent in
20 Los Angeles County. Defendants employed Plaintiff and the Aggrieved employees and committed
21 the unlawful activities subject to this Complaint in Los Angeles County.

22 **THE PARTIES**

23 8. Plaintiff TALEAHA RIVERA is, and at all relevant times, was a resident of Los
24 Angeles County, California.

25 9. Defendant EAO Wireless, Inc., own and operates cellular phone retail stores,
26 including Metro by T-Mobile stores, throughout California.

27 10. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive,

1 are currently unknown to Plaintiff, who therefore sues them by such fictitious names under Code of
2 Civil Procedure section 474. Plaintiff is informed and believes that each of the Defendants
3 designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff
4 will seek leave of court to amend this Complaint to reflect the true names and capacities of
5 Defendants designated as DOES when those identities become known.

6 11. Plaintiff is informed and believes that each Defendant acted in all respects pertinent
7 to this action as the agent of the other Defendants, carried out a joint scheme, business plan or
8 policy, and the acts of each Defendant are legally attributable to the other Defendants.

9 **GENERAL ALLEGATIONS**

10 12. Plaintiff was employed by Defendants as a non-exempt salesperson at its “Metro By
11 T-Mobile” store located at 3141 W. Century Blvd., Inglewood, CA 90303, from approximately
12 November 2022 – May 15, 2023.

13 13. During her employment, Plaintiff was not paid for all hours that she worked. Among
14 other things, Plaintiff was often required to turn on and boot up the store computer when she arrived
15 to work, which took approximately 5 – 7 minutes, before clocking in, as Defendants required
16 Plaintiff to record her time on the computer. Plaintiff also often spent approximately 5 – 7 minutes
17 closing the store after clocking out. Plaintiff was not compensated for this work.

18 14. Plaintiff is informed and believes that Defendants engaged in time shaving or “time
19 adjustments” whereby it edited her time records to avoid paying her for all hours worked, as well as
20 meal period premiums.

21 15. During her employment, Defendants failed to provide Plaintiff with an opportunity
22 to take compliant meal periods. Plaintiff was frequently required to skip meal periods or to take
23 shortened or interrupted meal periods due to the nature of the work and the lack of adequate coverage
24 to relieve her for her. Defendants also permitted and encouraged Plaintiff to combine her rest and
25 meal periods into a longer break in violation of California law.

26 16. Defendants similarly failed to provide Plaintiff with an opportunity to take rest
27 periods as required by California law. Plaintiff was often forced to skip her rest periods, take
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1 shortened or interrupted rest period due to the nature of the work and the lack of adequate coverage
2 to relieve her.

3 17. Defendants largely failed to pay Plaintiff premium pay for missed meal and rest
4 periods. When Defendants did so, they failed to pay premium at the correct rate. In particular,
5 Defendant failed to incorporate non-discretionary performance bonuses and “match pay” into the
6 regular rate when calculating meal and rest period premiums.

7 18. During her employment, Defendants failed to pay Plaintiff overtime for all overtime
8 hours that she worked. Among other things, Plaintiff was not paid for the time spent performing
9 “off-the-clock” work including booting up her computer before clocking and in closing the store
10 after clocking out.

11 19. In addition, Defendant failed to pay Plaintiff overtime at the correct rates. In
12 particular, Defendant failed to incorporate non-discretionary performance bonuses and “match pay”
13 into the regular rate when calculating Plaintiff’s overtime rate.

14 20. During her employment, Defendants failed to pay Plaintiff sick pay at the correct
15 rate. In particular, Defendant failed to incorporate non-discretionary performance bonuses and
16 “match pay” into the regular rate when calculating sick pay and did not otherwise pay sick pay using
17 an acceptable calculation method.

18 21. Defendants failed to provide Plaintiff with accurate, itemized wage statements.
19 Among other things, the wage statements failed to accurately provide Plaintiff’s total hours worked
20 or correct rates of pay for the reasons discussed herein. Defendants further issued Plaintiff’s final
21 pay in cash without providing any wage statement or similar document.

22 22. Defendants failed to timely pay Plaintiff all wages that were due and owing during
23 her employment as described herein.

24 23. Defendants similarly failed to timely pay Plaintiff her final wages upon separation
25 of employment. Plaintiff did not receive her final pay immediately upon being terminated. Her final
26 pay also failed to include all wages that were due and owing at the time of discharge.

27 24. During her employment, Defendants failed to provide Plaintiff with suitable seating
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1 despite the fact that the nature of her work reasonably permitted the use of seats. No seating was
2 provided except in the back of store where customers were not permitted. Plaintiff could not sit
3 down and monitor the store, even when there were no customers present.

4 25. During her employment, Defendants failed to reimburse Plaintiff for the use of her
5 cellular telephone that she was required to use for work, including communicating with her
6 supervisors.

7 26. Defendants subjected the Aggrieved Employees to these same unlawful practices to
8 which it subjected Plaintiff.

9 **CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**
11 **(Violation of the Private Attorneys General Act)**
12 **[Labor Code §§ 2698 et seq.]**

13 27. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

14 28. During the PAGA period (one year + 60 days from the filing of this Complaint),
15 Defendants violated Labor Code sections 201-203, 204, 210, 221, 223, 226, 226.3, 226.7, 246,
16 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2810.5, and the applicable
17 Wage Order, Sections 3, 4, 7, 11, 12, 14, and 20. These violations subject Defendant to civil
18 penalties as set forth in, *inter alia*, Labor Code section 2699.

19 29. Plaintiff complied with the procedures for bringing suit specified in Labor Code
20 sections 2699.3 and 2699.5 by letter dated June 7, 2023. Plaintiff gave written notice to the
21 LWDA via electronic submission, and via certified mail to all Defendants, of the specific
22 provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts
23 and theories to support the alleged violations.

24 30. Under Labor Code section 2699.3, the LWDA must give written notice to the
25 parties it intends to investigate the alleged violations within 65 days of the date of the Plaintiff's
26 written notice. As of the filing of this complaint, the LWDA has not provided the parties with any
27 notice of its intention to investigate these claims.

28 31. Under Labor Code section 2699.3, an employer has 33 days after the date of

1 written notice to cure the alleged violations. As of the filing of this complaint, Defendant has not
2 responded to Plaintiff's PAGA notice in an attempt to cure.

3 32. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of
4 the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

5 33. Under Labor Code section 2699(g), Plaintiff is also entitled to an award of
6 reasonable attorney's fees and costs in connection with his claims for civil penalties.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for relief as follows:

- 9 (1) for civil penalties according to proof;
10 (2) for pre-judgment interest as permitted by law;
11 (3) for reasonable attorneys' fees and costs of suit; and,
12 (4) for Such other and further relief as the Court deems appropriate;

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14 Dated: August 16, 2023

BLAKE JONES LAW, PC.

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16 By: _____



17 Blake R. Jones
18 Attorneys for Plaintiff
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