

Danny Yadidsion (SBN 260282)
 Noël Harlow (SBN 256124)
LABOR LAW PC
 100 Wilshire Blvd., Suite 700
 Santa Monica, California 90401
 Telephone: (310) 494-6082
 Danny@laborlawpc.com
 Noel.Harlow@laborlawpc.com

Attorneys for Plaintiff
 GILLIAN REY MORRIS, individually,
 as a representative of the Labor and Workforce Development Agency,
 other current and former employees, and on behalf of the putative class

FILED
 Superior Court of California
 County of Los Angeles
 12/01/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

GILLIAN REY MORRIS, individually,
 as a representative of the Labor and Workforce
 Development Agency, other current and former
 employees, and on behalf of the putative class,

Plaintiff,

v.

COLLABERA, INC., a corporation;
 COLLABERA LLC, a Limited Liability Company;
 and DOES 1- 50, inclusive,

Defendants.

Case No.: 23STCV18770

FIRST AMENDED COMPLAINT

- 1. Failure to Provide Required Meal Periods**
- 2. Failure to Provide Required Rest Periods**
- 3. Failure to Pay Overtime Wages**
- 4. Failure to Timely Pay Wages During Employment**
- 5. Failure to Pay All Wages Due to Discharged and Quitting Employees**
- 6. Failure to Pay Minimum Wage**
- 7. Failure to Maintain Required Records**
- 8. Failure to Furnish Accurate, Itemized Wage Statements**
- 9. Unfair and Unlawful Business Practices (Bus & Prof. Code §17200, et seq.**
- 10. PAGA Representative Action (Labor Code §§ 2698-2699.5)**

JURY TRIAL DEMANDED

1 Plaintiff GILLIAN REY MORRIS (“Plaintiff”), on behalf of herself, all other persons similarly
2 situated, as a representative of the State of California and the LWDA, and on behalf of other aggrieved
3 employees, hereby submits this Complaint against Defendants Collabera, Inc., a corporation doing
4 business in California; Collabera LLC, a limited liability company; and DOES 1 through 50, inclusive
5 (collectively, “Defendants”), and each of them, alleges as follows:

6 INTRODUCTION

7
8 1. This is a class and representative action and under California Code of Civil Procedure
9 seeking damages for unpaid wages, failure to provide meal and rest breaks, unpaid meal and rest breaks,
10 failure to pay overtime wages, failure to pay minimum wage, failure to timely pay wages during
11 employment, failure to pay all wages due to discharged and quitting employees, failure to furnish accurate,
12 itemized wage statements, penalties, interests, and other equitable relief, and reasonable attorneys’ fees
13 and costs under Cal. Labor Code (“Labor Code”) §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2,
14 2802, 201-203, and applicable IWC Wage Orders (“Wage Order”), Cal. Civ. Proc. Code § 1021.5 and
15 resolution under California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200
16 *et seq.*

17 2. Plaintiff brings this action on behalf of herself and all other similarly situated aggrieved
18 employees and individuals – ***all improperly misclassified as exempt employees currently and formerly***
19 ***employed by Defendants*** (the “Class” or “Class Members”) – in the State of California from four years
20 prior to the filing of this Complaint through to the trial date (“Class Period”). Defendants’ violations of
21 California’s wage and hours laws and unfair competition laws, as described more fully below, have been
22 ongoing for at least the past four years, and are continuing at present.

23 3. During the Class Period, Plaintiff and Class Members were non-exempt employees as
24 defined under the Labor Code and were entitled to receive all wages owed and either regular meal and
25 rest breaks or premium pay for time worked during meal and rest breaks. Plaintiff and Class Members
26 were also entitled to receive regular, accurate itemized wage statements reflecting the total amount of
27 money which they were owed and the accurate name of the company employing them. However,
28

Defendants refused to afford Plaintiff and Class Members any meal or rest breaks, and refused to pay them premium pay for denied meal and rest breaks.

4. Moreover, Defendants regularly furnished to Plaintiff and all Class Members inaccurate itemized wage statements by including inaccurate wages owing to Defendants' willful violation of California's meal and rest break laws.

5. In particular, during the one-year period prior to the filing of this Complaint through to the trial date ("Wage Statement Class Period"), Defendants knowingly and intentionally failed to provide aggrieved employees and Class Members with accurate itemized wage statements ("Wage Statement Subclass"), in violation of Labor Code § 226(a) and 226.2. Defendant did so by providing wage statements with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked and to the failure to pay premium and meal and rest break pay.

6. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and Class Members formerly employed by Defendants ("Waiting Time Penalty Subclass Members"). During the "Waiting Time Penalty Subclass Period" – designated as three years prior to the filing of the Complaint through to the trial date – Defendants failed to pay all compensation due and owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation of Labor Code §§ 201-203.

7. As a result of the above Labor Code violations, Defendants committed unfair, unlawful, and fraudulent business practices, in violation of the UCL.

PARTIES AND JURISDICTION

8. Plaintiff is a resident of Los Angeles, California, and was at all times relevant to this action, a non-exempt employee of Defendants.

9. Defendant COLLABERA, INC., is, and all times relevant herein, was a company authorized to do business in the State of California and does conduct business in the State of California. Defendant Collabera, Inc. maintains offices and facilities, conducts business, and employs individuals in Los Angeles County, California.

10. Defendant COLLABERA LLC, is, and all times relevant herein, was a company authorized to do business in the State of California, and does conduct business in the State of California. Defendant Collabera, LLC maintains offices and facilities, conducts business, and employs individuals

1 in Los Angeles County, California. Collabera, Inc. and Collabera LLC are herein collectively referred to
2 as “Defendants,” “Collabera,” or the “Company.”

3 11. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as
4 DOES 1 through 50. Defendants DOES 1 through 50 are sued herein under fictitious names pursuant to
5 California Code of Civil Procedure section 474. Plaintiff will seek leave to further amend this First
6 Amended Complaint to insert the true names and capacities of said Defendants when the same become
7 known to Plaintiff. Plaintiff is informed and believes, and on that basis alleges, that each Defendant sued
8 under such fictitious names is in some manner responsible for the illegal conduct and damages as alleged
9 herein.

10 12. At all relevant times herein, Defendants were the joint employers of Plaintiff and Class
11 Members. Plaintiff is informed and believes, and thereon alleges, that at all times material to this
12 Complaint, Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers,
13 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint
14 venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely
15 dominated by his, her, or its co-Defendant and each was the alter ego of the other.

16 13. Plaintiff is informed and believes and thereon alleges that each and every one of the acts
17 and omissions alleged herein was performed by, and/or attributable to, all Defendants, each acting as
18 agents and/or employees, and/or under the direction and control of each of the other Defendants, and that
19 said acts and failures to act were within the course and scope of said agency, employment, and/or direction
20 and control.

21 14. Venue and jurisdiction are proper in Los Angeles County because the majority of the
22 events giving rise to this action took place in Los Angeles County, because Defendants were at all times
23 mentioned herein, operating their businesses in Los Angeles County, Plaintiff and all similarly situated
24 persons worked for Defendants in Los Angeles County, because the damages sought exceed the
25 jurisdictional minimum of this Court, because the majority of witnesses are located in Los Angeles
26 County, and because the allegations pled herein arise under California law.

27 ///

28 ///

ALTER EGO, AGENCY, AND JOINT EMPLOYER

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

16. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, DOES 1 through 50 are, in reality, one and the same as Defendants COLLABERA, INC. and COLLABERA LLC, including, but not limited to, because:

a. Defendants COLLABERA, INC. and COLLABERA LLC are completely dominated and controlled by DOES 1 through 50, who personally violated the laws as set forth in this Complaint, and who have hidden and currently hide behind Defendants COLLABERA, INC. and COLLABERA LLC to circumvent statutes or accomplish some other wrongful or inequitable purpose.

b. DOES 1 through 50 derive actual and significant monetary benefits by and through Defendants COLLABERA, INC. and COLLABERA LLC's unlawful conduct, and by using Defendants COLLABERA, INC. and COLLABERA LLC as the funding source for their own personal expenditures.

c. Plaintiff is informed and believes that Defendants COLLABERA, INC., COLLABERA LLC, and DOES 1 through 50, while really one and the same, were segregated to appear as though separate and distinct for purposes of circumventing a statute or accomplishing some other wrongful or inequitable purpose.

d. Plaintiff is informed and believes that Defendants COLLABERA, INC., COLLABERA LLC, and DOES 1 through 50 do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of Defendants COLLABERA, INC., COLLABERA LLC, and DOES 1-50 are, and at all times relevant, were so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants COLLABERA, INC. and COLLABERA LLC are, and at all times relevant hereto, were used by DOES 1 through 50 as a mere shell and conduit for the conduct of certain of their affairs, and are, and were, the alter ego of DOES 1 through 50. The recognition of the separate existence of Defendants COLLABERA, INC., COLLABERA LLC, and DOES 1 through 50

1 would not promote justice, in that it would permit Defendants COLLABERA, INC., COLLABERA LLC,
2 and DOES 1 through 50 to insulate themselves from liability to Plaintiff for violations of the California
3 Government Code, Labor Code, and other statutory violations. The corporate existence of Defendants
4 COLLABERA, INC., COLLABERA LLC, and DOES 1 through 50 should be disregarded in equity and
5 for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

6 17. Accordingly, Defendants COLLABERA, INC. and COLLABERA LLC constitute the
7 alter ego of DOES 1 through 50, and the fiction of their separate corporate existence must be disregarded.

8 18. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
9 thereon alleges that Defendants COLLABERA, INC., COLLABERA LLC, and DOES 1 through 50 are
10 Plaintiff's and CLASS MEMBERS' joint employers by virtue of a joint enterprise, and that Plaintiff and
11 CLASS MEMBERS are or were employees of Defendants COLLABERA, INC., COLLABERA LLC,
12 and DOES 1 through 50. Plaintiff and CLASS MEMBERS performed services for each and every one
13 of Defendants COLLABERA, INC., COLLABERA LLC, and DOES 1 through 50, and to their mutual
14 benefit, and Defendants COLLABERA, INC., COLLABERA LLC, and DOES 1 through 50 all shared
15 control of Plaintiff and CLASS MEMBERS as employees, either directly or indirectly, in the manner in
16 which their business was and is conducted.

17 **FACTUAL ALLEGATIONS**

18 19. Defendant Collabera is a digital technology recruiting company that recruits and places
19 skilled information technology analysts with companies around the world. According to its website, "[f]or
20 over 25 years, Collabera has been one of the top providers of digital talent for clients all over the world.
21 . . . we have provided digital and IT talent services, direct placement and career advisement, global remote
22 talent and learning solutions to transform and diversify workforces for the Fortune 1000 globally."

23 20. Plaintiff and the Class Members worked in various non-supervisory positions supporting
24 this tech recruiter, working for set hours established by the Company and performing specific tasks set
25 out precisely by their supervisors. At no point did Plaintiff and the Class Members have discretion in
26 setting their work schedules, in what tasks they performed, or in how to perform their jobs. Moreover, at
27 no point did Plaintiff and the Class Members ever supervise other employees.

28 21. For example, Plaintiff was hired in approximately August 2021 to work as a tech recruiter.

1 She worked a set schedule of 40-45 hours per work, but her boss constantly asked her to stay late and
2 work weekends, which made her weekly workload regularly exceed 55-60 hours. Plaintiff's experience
3 was similar to virtually all of her colleagues at her office, and on information and belief, is consistent
4 with the policy and practice of the Company at all of its California locations.

5 22. Plaintiff did not supervise any employees, which was true of her colleagues as well.

6 23. However, despite serving in a low-level position with no discretion of tasks, hours, or
7 work product, and despite supervising no employees, Plaintiff was hired and treated as an exempt
8 employee in violation of California law. Moreover, her pay was less than two times the state minimum
9 wage, which disqualified her from being treated as an exempt employee. This policy and practice was
10 consistent with Plaintiff's colleagues, and on information and belief, with all similarly situated employees
11 at Defendants' California locations.

12 24. As a result of being illegally misclassified as an exempt employee, Plaintiff was never
13 paid overtime or double time, she never received required meal and rest breaks, never received premium
14 pay for missed meal and rest breaks, and received inaccurate wage statements improperly reflecting the
15 pay to which she was entitled. This policy and practice affected other similarly situated employees.

16 25. In particular, during the relevant time period, Defendants misclassified Plaintiff and Class
17 Members as exempt employees by willfully and intentionally engaging them as such but limiting their
18 salary to less than two (2) times the state minimum wage for full-time employment. As a result of
19 Defendants' misclassification of their employees, including Plaintiff:

- 20 a) Defendants deliberately avoided compliance with applicable wage and hour laws;
- 21 b) Defendants did not compensate Plaintiff and similarly situated employees for all hours
22 worked;
- 23 c) Defendants implemented a policy of not paying Plaintiff, and similarly situated employees,
24 overtime for work performed over eight hours in a day;
- 25 d) Defendants did not provide Plaintiff and similarly situated employees with legally required
26 meal periods;
- 27 e) Defendants failed to provide Plaintiff and similarly situated employees with an additional
28 hour of premium pay for each workday in which a meal period violation occurred as

required by law;

- f) Defendants did not provide Plaintiff and similarly situated employees with legally required rest periods;
- g) Defendants failed to provide Plaintiff and similarly situated employees with an additional hour of premium pay at the regular rate of pay for each rest period violation as required by law;
- h) Defendants failed to pay minimum wage to Plaintiff and similarly situated employees for all hours worked, including, but not limited to, work performed off the clock;
- i) Defendants failed to issue accurate and itemized wage statements to Plaintiff and similarly situated employees;
- j) Defendants failed to timely pay Plaintiff and similarly situated employees all wages owed during their employment, including payment of overtime.

CLASS ACTION ALLEGATIONS

26. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of the Class and Waiting Time Penalty Subclass. This action is appropriately suited for a class action because:

- a) The potential class is a significant number. Joinder of all current and former employees individually would be impractical.
- b) This action involves common questions of law and fact to the potential class because the action focuses on the Defendants' systematic course of unlawful schemes and illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the California Labor Code, the applicable IWC Wage Orders, California Code of Regulations, and the California Business and Professions Code which prohibits unfair business practices arising from such violations.
- c) The claims of Plaintiff are typical of the class because Defendants subjected all non-exempt employees to the identical violations of the California Labor Code, the applicable IWC Wage Order, California Code of Regulations, and the California Business and Professions Code.
- d) Plaintiff is able to fairly and adequately protect the interests of all members of the class

1 because it is in Plaintiff's best interests to prosecute the claims alleged herein to obtain full
2 compensation due to the class for all services rendered and hours worked. Plaintiff has no
3 conflict of interest with any member of the Class and Waiting Time Penalty Subclass.
4 Plaintiff has retained competent and experienced counsel in complex class action
5 litigation. Plaintiff's counsel has the expertise and financial resources to adequately
6 represent the interests of the Class and Waiting Time Penalty Subclass.

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

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

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

23 **FIRST CAUSE OF ACTION**

24 Failure to Provide Required Meal Periods

25 [Labor Code §§ 226.7, 510, 512, 1194, 1197]

26 (Against All Defendants)

27 30. The allegations set forth in this complaint are hereby re-alleged and incorporated by
28 reference.

31. As part of Defendants' unlawful scheme and illegal payroll policies and practices to deprive their non-exempt employees of all wages earned and due, Defendants failed to provide Plaintiff and CLASS MEMBERS with a full, 30-minute meal period free of all duties pursuant to Labor Code sections 226.7, 512 and applicable IWC Wage Orders. Defendants further failed to provide a second meal period to employees working more than ten (10) hours in a workday.

32. Defendants violated Labor Code section 226.7 and applicable IWC Wage Orders by failing to compensate Plaintiff and CLASS MEMBERS who were not provided with a meal period, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

33. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and applicable IWC Wage Orders by failing to compensate Plaintiff and CLASS MEMBERS for all hours worked during their meal periods.

34. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and applicable IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Labor Code §§ 226.7, 512]

(Against All Defendants)

35. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

36. Defendants violated Labor Code sections 226.7 and 512, and applicable IWC Wage Orders by failing to provide Plaintiff and CLASS MEMBERS required rest periods.

37. Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by failing to pay Plaintiff and CLASS MEMBERS who were not provided with a rest period, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest

1 period was not provided.

2 38. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS
3 have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor
4 Code sections 226.7, 512, and other applicable provisions under the Labor Code and applicable IWC
5 Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover all wages earned and due, plus
6 interest, penalties, attorney's fees, expenses, and costs of suit.

7 **THIRD CAUSE OF ACTION**

8 Failure to Pay Overtime Wages

9 [Labor Code §§ 510, 1194, 1198]

10 (Against All Defendants)

11 39. The allegations set forth in this complaint are hereby re-alleged and incorporated by
12 reference.

13 40. Pursuant to Labor Code sections 510, 1194, and applicable IWC Wage Orders, Defendant
14 is required to compensate non-exempt employees for all overtime, which is calculated at one and one-
15 half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or
16 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with
17 double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
18 in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

19 41. Contrary to Defendants' deliberate misclassification, Plaintiff and CLASS MEMBERS
20 are current and former non-exempt employees entitled to the protections of Labor Code sections 510,
21 1194, and applicable IWC Wage Orders. Defendants failed to compensate Plaintiff and CLASS
22 MEMBERS for all overtime hours worked as required under the foregoing provisions by, among other
23 things: failing to pay overtime at one and one-half (1½) times the regular rate of pay for work performed
24 in excess of eight (8) hours in a workday, and/or forty (40) hours per week, and for the first eight (8)
25 hours on the seventh consecutive workday; and failing to pay overtime at double the regular rate of pay
26 for work performed in excess of 12 hours in a workday, and for all hours worked in excess of eight (8)
27 hours on the seventh consecutive day of work in any workweek.

28 42. Defendants have knowingly and willfully refused to compensate Plaintiff and CLASS

MEMBERS for all wages earned and all hours worked. As a proximate result, Plaintiff and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, attorneys' fees and costs.

43. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections 510, 1194, 1198, and other applicable provisions under the Labor Code and applicable IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Pay Timely Wages During Employment

[Labor Code § 204]

(Against All Defendants)

44. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

45. Pursuant to Labor Code section 204, for all labor performed between the 1st and 15th days of any calendar month, Defendants are required to pay their non-exempt employees between the 16th and 26th day of the month during which the labor was performed. Section 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, Defendants are required to pay their non-exempt employees between the 1st and 15th day of the following calendar month. In addition, Section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

46. By Defendants' unlawful act of misclassifying its non-exempt employees as exempt, Defendants knowingly and deliberately failed to pay Plaintiff and CLASS MEMBERS during their employment all of the wages they earned when due as required by Labor Code section 204, including, but not limited to, overtime compensation and premium payments for missed rest and meal breaks.

47. Pursuant to Labor Code section 210, failure to pay the wages of each employee as provided in Labor Code section 204 subjects Defendants to a civil penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two hundred dollars (\$200) for each

1 failure to pay each employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each
2 subsequent violation.

3 48. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS
4 have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor
5 Code sections 204, 1194, and other applicable provisions under the Labor Code and applicable IWC
6 Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover all wages earned and due, plus
7 interest, penalties, attorney's fees, expenses, and costs of suit.

8 **FIFTH CAUSE OF ACTION**

9 Failure to Pay All Wages Due to Discharged and Quitting Employees

10 [Labor Code §§ 201, 202, 203]

11 (Against All Defendants)

12 49. The allegations set forth in this complaint are hereby re-alleged and incorporated by
13 reference.

14 50. Pursuant to Labor Code sections 201, 202, and 203, Defendants are required to pay all
15 earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates that if an
16 employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are
17 due and payable immediately.

18 51. Pursuant to Labor Code section 202, Defendants are required to pay all accrued wages due
19 to an employee no later than 72 hours after the employee quits his or her employment, unless the
20 employee provided 72 hours previous notice of his or her intention to quit, in which case the employee
21 is entitled to his or her wages at the time of quitting.

22 52. Labor Code section 203 provides that if an employer willfully fails to timely pay wages
23 of an employee who is discharged or who quits, in accordance with Labor Code sections 201 and 202,
24 the employer is liable for waiting time penalties in the form of continued compensation to the employee
25 at the same rate for up to 30 workdays.

26 53. Defendants have willfully failed to pay accrued wages and other compensation to Plaintiff
27 and CLASS MEMBERS in accordance with Labor Code sections 201 and 202.

28 54. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS

1 have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor
2 Code sections 201, 202, 203, 1194, and other applicable provisions under the Labor Code and applicable
3 IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover all wages earned and due,
4 plus interest, penalties, attorney's fees, expenses, and costs of suit.

5 **SIXTH CAUSE OF ACTION**

6 Failure to Pay Minimum Wage

7 [Labor Code §§ 1194, 1194.2, 1197, 1197.1]

8 55. The allegations set forth in this complaint are hereby re-alleged and incorporated by
9 reference.

10 56. Pursuant to California Labor Code sections 1194, 1197, and applicable IWC Wage Orders,
11 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
12 period is unlawful.

13 57. Defendant failed to pay Plaintiff and CLASS MEMBERS minimum wages for all hours
14 worked by, among other things: requiring, permitting or suffering Plaintiff and CLASS MEMBERS to
15 work off the clock; requiring, permitting or suffering Plaintiff and CLASS MEMBERS to work through
16 meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and CLASS MEMBERS
17 worked; failing to properly maintain Plaintiff's and CLASS MEMBERS' records; failing to provide
18 accurate itemized wage statements to Plaintiff and CLASS MEMBERS for each pay period; and other
19 methods to be discovered.

20 58. Defendant's conduct described herein violates Labor Code sections 1194, 1197, and
21 applicable IWC Wage Orders.

22 59. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS
23 have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor
24 Code sections 1194, 1194.2, 1197, 1197.1, and other applicable provisions under the Labor Code and
25 applicable IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover all wages earned
26 and due, plus interest, liquidated damages, penalties, attorney's fees, expenses, and costs of suit.

27 ///

28 ///

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

[Labor Code §§ 226, 117]
(Against All Defendants)

60. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

61. As part of Defendants' illegal payroll policies and practices to deprive Plaintiff and CLASS MEMBERS of all wages earned and due, Defendant knowingly and intentionally failed to maintain records as required under Labor Code sections 226, 1174, and applicable IWC Wage Orders including, but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

62. As a proximate result of Defendants' unlawful conduct described herein, Plaintiff and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections 226, 226 (a), 226 (e), 226.3, 1174, 1174.5, and other applicable provisions under the Labor Code and applicable IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

Failure to Furnish Accurate Itemized Wage Statements

[Labor Code §§ 226]
Against All Defendants

63. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

64. As a result of Defendants' deliberate misclassification of its employees, Defendants knowingly and intentionally failed to provide Plaintiff and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Plaintiff and CLASS MEMBERS, accurate hourly rates and the corresponding number of

1 hours worked at each hourly rate, in violation of Labor Code section 226 and applicable IWC Wage
2 Orders.

3 65. As a proximate result of Defendants' unlawful conduct described herein, Plaintiff and
4 CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to
5 California Labor Code sections 226, 226 (a), 226 (e), 226.3, 1174, 1174.5, and other applicable provisions
6 under the Labor Code and applicable IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled
7 to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

8 **NINTH CAUSE OF ACTION**

9 Unfair and Unlawful Business Practices

10 [Bus. & Prof. Code §§ 17200, et. seq.]

11 (Against All Defendants)

12 66. The allegations set forth in this complaint are hereby re-alleged and incorporated by
13 reference.

14 67. Each and every one of Defendants' acts and omissions in violation of the Labor Code,
15 Code of Regulations, and/or the applicable IWC Wage Order as alleged herein including, but not limited
16 to, Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to
17 provide required rest periods, Defendants' failure and refusal to pay overtime compensation, Defendants'
18 failure and refusal to furnish accurate, itemized wage statements, Defendants' failure to pay minimum
19 wage, and Defendants' failure and refusal to maintain required records, constitutes an unfair and unlawful
20 business practice under Business and Professions Code section 17200, et seq.

21 68. Defendants' violations of California wage and hour laws constitutes an unlawful business
22 practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant
23 period of time, and in a systematic manner, to the detriment of Plaintiff and CLASS MEMBERS.

24 69. Defendants have avoided payment of wages, overtime wages, meal periods, rest periods,
25 and other benefits as required by the California Labor Code, the California Code of Regulations, and the
26 applicable IWC Wage Orders. Further, Defendants have failed to record, report, and pay the correct sums
27 of assessment to the state authorities under the Labor Code and other applicable regulations.

28 70. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped

1 unfair and illegal profits at the expense of Plaintiff, CLASS MEMBERS, and members of the public.
2 Defendants should be made to disgorge all ill-gotten gains and to restore them to Plaintiff and CLASS
3 MEMBERS.

4 71. Defendants' unfair and unlawful business practices entitle Plaintiff and CLASS
5 MEMBERS to seek preliminary and permanent injunctive relief including, but not limited to, orders that
6 Defendant account for, disgorge, and restore to Plaintiff and CLASS MEMBERS the wages and other
7 compensation unlawfully withheld from them.

8 72. As a proximate result of Defendants' illegal conduct described herein, Plaintiff and
9 CLASS MEMBERS are entitled to restitution of all monies resulting from unpaid wages, penalties, and
10 other compensation from Defendants in an amount according to proof at the time of trial.

11 **TENTH CAUSE OF ACTION**

12 Representative Action for Civil Penalties

13 [Cal. Labor Code §§ 2698-2699.5.]

14 (Against All Defendants)

15 73. The allegations set forth in this complaint are hereby re-alleged and incorporated by
16 reference, with the exception of the CLASS ACTION ALLEGATIONS paragraph and the subparagraphs
17 thereto above.

18 74. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code section
19 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and
20 former employees of Defendants pursuant to the procedures specified in California Labor Code section
21 2699.3, because Plaintiff was employed by Defendants and the alleged violations of the California Labor
22 Code were committed against Plaintiff.

23 75. Pursuant to California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
24 sections 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties
25 under California Labor Code sections 2699.210, §§ 226(e), 226.2, 226.3, 226.7, 510, 512, 558, 1194,
26 1194.2, 2802, 201-203, and applicable IWC Wage Orders, from Defendants in a representative action for
27 the violations set forth above, including but not limited to violations of California Labor Code §§ 117,
28 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1 2802, and 201-204. Plaintiff is also

entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

76. As prescribed by Labor Code section 2699.3, on or about July 31, 2023, Plaintiff submitted his PAGA claim notice to the Labor and Workforce Development Agency ("LWDA"), including the facts and theories to support the alleged violations. More than sixty-five (65) days have elapsed since the date Plaintiff initially submitted his PAGA claim notice without the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully satisfied the administrative prerequisites for suit under PAGA.

77. Plaintiff has complied with all of the requirements set forth in Labor Code section 2699.3 to commence a representative action under PAGA. Plaintiff therefore seeks to recover all applicable and available PAGA remedies pursuant to Labor Code section 2699, as well as attorneys' fees, costs and/or other damages as permitted by PAGA through a representative action pursuant to PAGA. Plaintiff is therefore not required to, nor does he, seek class certification of the PAGA claims under Rule 23.

78. As a proximate result of the aforementioned violations, Plaintiff and similarly-situated employees have been damaged in an amount according to proof at trial, and seek reimbursement for expenses paid for the benefit of Defendants, interest, penalties, expenses, and costs of suit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other similarly situated aggrieved employees, and proposed Class and Subclass, respectfully prays for judgment against Defendants, and each of them, in an amount according to proof, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to Plaintiff, aggrieved employees, and CLASS MEMBERS, as well as disgorged profits from Defendants' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to Labor Code section 226.7 and applicable IWC Wage Orders;
4. For liquidated damages pursuant to California Labor Code section 1194.2;

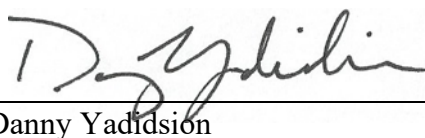
5. For preliminary and permanent injunctive relief enjoining Defendant from violating the relevant provisions of the Labor Code and the applicable IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to Labor Code section 203;
7. For statutory and civil penalties according to proof, including but not limited to, all penalties authorized by California Labor Code sections section 226 (e);
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code sections 218.6, 1194, Civil Code sections 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code section 1194, PAGA, and any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying all of the causes of action as a class action;
12. For an order appointing Plaintiff as class representative, and Plaintiff's counsel as class counsel; and
13. For such further relief that the Court may deem just and proper.

Respectfully Submitted,

Dated: December 1, 2023

LABOR LAW PC

By:



Danny Yaddison

Noël Harlow

Attorneys for Plaintiff GILLIAN REY MORRIS,
individually, as a representative of the Labor and
Workforce Development Agency, other current and
former employees, and on behalf of the putative
class

///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Dated: December 1, 2023

By: D. Zindin

Noël Harlow

Attorneys for Plaintiff GILLIAN REY MORRIS,
individually, as a representative of the Labor and
Workforce Development Agency, other current and
former employees, and on behalf of the putative
class