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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

DALLAS SEGALL, on behalf of herself and
all others similarly situated, and the general
public,

Plaintiff,

v.

NORTH AMERICAN MENTAL HEALTH
SERVICES, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23CV002838

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Proper Reporting Time Wages;
5. Failure to Pay Proper Sick Pay (Lab. Code § 246);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Failure to Indemnify (Lab. Code § 2802);
9. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
10. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff DALLAS SEGAL (“Plaintiff”), on behalf of herself, all others similarly situated, the
2 state of California, and the general public, complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants NORTH
5 AMERICAN MENTAL HEALTH SERVICES, INC., a California corporation; and DOES 1 through
6 50, inclusive, (collectively referred to as “Defendants”) for alleged violations of the California Labor
7 Code and California Business and Professions Code. As set forth below, Plaintiff alleges that
8 Defendants have:

- 9 (1) failed to pay them overtime wages at the correct rate;
- 10 (2) failed to pay them double time wages at the correct rate;
- 11 (3) failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
- 13 (4) failed to provide them with meal periods;
- 14 (5) failed to provide them with rest periods;
- 15 (6) failed to pay them premium wages for missed meal and rest periods;
- 16 (7) failed to pay proper reporting time pay;
- 17 (8) failed to pay proper sick pay;
- 18 (9) failed to provide them with accurate written wage statements;
- 19 (10) failed to reimburse them with necessary business expenditures; and
- 20 (11) failed to pay them all of their final wages following separation of employment.

21 Based on these alleged Labor Code violations, Plaintiff now brings this class and
22 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
23 restitution and related relief on behalf of herself, all others similarly situated, the general public, all
24 other aggrieved employees, and the State of California.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the monetary
27 damages, restitution and penalties sought by Plaintiff from Defendants conduct exceeds the minimal
28 jurisdiction of the Superior Court of the State of California.

3. Venue is proper in the County of Monterey pursuant to Code of Civil Procedure sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business and/or has an agent therein.

4. Venue is proper in Monterey County because Defendants' have at all times alleged herein, conducted business in Monterey County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff DALLAS SEGALL is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant NORTH AMERICAN MENTAL HEALTH SERVICES, INC. is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times

mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

10. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

11. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

- a. **Hourly Employee Class:** All persons employed by Defendants, collectively or separately, and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California four years prior to the filing of this action and ending on the date that final judgment is entered in this action (“Hourly Employee Class”).
- b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a shift in excess of five hours during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- d. **Reporting Time Pay Sub-Class**
All **Hourly Employee Class** members who were required to call in or otherwise show up to work without being paid half of their usual or scheduled day's work from four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.
- f. **Sick-Pay Class**
All persons employed by Defendants in California who, at any time from four years prior to the filing of this action and ending on the date that final judgment is entered in this action, worked for more than 30 days for Defendants, and were not paid for at least one hour of sick time for every 30 hours of work thereafter, or at least 3 days of sick time for every 12-month period of employment.
- g. **Wage Statement Class:** All persons employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.
- h. **Expense Reimbursement Class:** All persons employed by Defendants in

California who incurred business expenses during the **Relevant Time Period**.

- i. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class** members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

13. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number exceeds the minimum required for numerosity under California law.

14. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These common questions include, but are not limited to:

- A. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- B. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- C. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal and rest periods at the appropriate rates of pay;
- D. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- E. Whether Defendants maintained a policy or practice of failing to pay proper reporting time pay;
- F. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net

wages, and total hours worked;

G. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;

H. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;

I. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and

J. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

15. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that she has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

18. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class

1 action will serve an important public interest by permitting class members to effectively pursue the
2 recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
3 or contradictory judgments inherent in individual litigation.

4 **GENERAL ALLEGATIONS**

5 19. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
6 statutory periods.

7 20. Defendants had a common policy and practice of systemically failing to pay Plaintiff
8 and Class members proper wages and overtime for all hours worked, at the proper rates of pay. First,
9 Defendants implemented an unlawful time-rounding policy and practice which rounded down and
10 reduced the actual working hours recorded by Plaintiff and Class Members, and upon which their pay
11 was based, and generally did so to the detriment of the Plaintiff and Class Members, and these
12 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
13 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
14 Plaintiff and Class members only for the hours they were scheduled to work, rather than the hours
15 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
16 over time, to the detriment of the Plaintiff and Class members by systematically undercompensating
17 them.

18 21. Next, Plaintiff and Class Members were also consistently required to perform work,
19 off-the-clock, both before and after their shifts, for which they were not paid wages. Specifically, with
20 regard to unpaid pre-shift hours, Plaintiff and class members had to undergo various security
21 measures, including having to wait for reception to disarm the security system after arriving to work.
22 Once Plaintiff and Class Members were cleared to enter the premises, they were required to badge
23 and pass through multiple levels of doors, through different levels, creating long lines of employees
24 and all in in order to reach the time clock in order to clock in. Once Plaintiff and Class Members
25 reached the time clock, they had to wait to boot-up their computers to access the time clock system
26 and software, which also had to be opened and refreshed prior to being able to clock in. As to the
27 unpaid post-shift hours, the entire unpaid work process above was repeated after the end of Plaintiff
28 and Class Members' shifts. After clocking out, Plaintiff and Class Members had to shutdown their

1 computers, and wait in lines to be able to pass back through all the security doors back to the ground
2 level. Furthermore, Plaintiff and Class members were required to keep, maintain, and monitor their
3 personal cellular phones, to respond to work-related messages all throughout the day, both before and
4 after working hours. All the forgoing and uncompensated working time was under the direction and
5 control of Defendants, for which no wages were paid.

6 22. Moreover, Defendants had a common policy and practice of systemically requiring
7 Plaintiff and Class Members to perform work duties during unpaid meal periods, when such meal
8 periods were taken. Specifically, Plaintiff and Class Members were required to attend mandatory
9 work meetings during unpaid meal periods. Also, Plaintiff and Class members were required to keep,
10 maintain, and monitor their personal cellular phones, to respond to work-related messages during
11 unpaid breaks.

12 23. This uncompensated time caused Plaintiff and Class Members to work in excess of
13 eight (8), ten (10) and/or twelve(12) hours a day and/or forty (40) hours a week, entitling Plaintiff
14 and Class Members to minimum and overtime wages, which they were systemically denied.

15 24. Defendants had a common policy and practice of systemically denying Plaintiff and
16 Class Members the opportunity to take meal periods in compliance with the California Law.
17 Specifically, Plaintiff and Class Members were prohibited from leaving the work premises during
18 meal periods, when such meal periods were taken. Additionally, due to understaffing and heavy
19 workloads, Plaintiff and Class Members were denied the opportunity to take timely meal periods prior
20 to the completion of their fifth hour of work. Furthermore, Plaintiff and Class Members were not
21 relieved of all work duties during unpaid meal periods. As discussed above, they were required to
22 attend mandatory work meeting as well as keep, maintain, and monitor their personal cellular phones,
23 to respond to work-related messages during unpaid meal breaks.

24 25. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
25 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
26 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
27 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
28 Defendants' practice of requiring putative class members to continue working through their meal and

1 rest periods due to the excessive workload. Additionally, the uncompensated time spent waiting for
2 the time clock to boot-up, and the mandatory security lines, denied Plaintiff and class members the
3 opportunity to take their full rest periods as well as their full duty free, 30-minute meal periods, and
4 prior to the completion of their fifth hour of work.

5 26. Defendants had a common policy and practice of systemically denying Plaintiff and
6 Class Members the opportunity to take meal periods in compliance with the California Law. Plaintiff
7 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
8 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
9 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
10 no formal compliant written rest period policy that encouraged employees to take their rest periods,
11 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
12 and practice of requiring Plaintiff and Class Members to remain on the premises during their rest
13 breaks; (4) Defendants' policy and practice of requiring putative class members to continue working
14 through their rest breaks due to the excessive workload and having to keep, maintain, and monitor
15 their personal cellular phones, to respond to work-related messages during unpaid breaks.

16 27. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
17 wages at their appropriate regular rates of pay for each meal and rest period denied.

18 28. Defendants also had a common policy and practice of failing to pay Plaintiff and Class
19 Members all reporting time pay to which they were entitled under California Law. Specifically,
20 Plaintiff and Class Members were required to call in or otherwise show up to work without being paid
21 half of their usual or scheduled day's work.

22 29. Plaintiff and Class Members were not provided with accurate wage statements as
23 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
24 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
25 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
26 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
27 or other indelible form."

28 30. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages

1 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

2 31. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
3 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
4 not included.

5 32. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
6 were not accurately reflected in that: all hours worked, including overtime, were not included.

7 33. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
10 overtime, were not included.

11 34. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
12 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
13 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
14 of Labor Code § 226.

15 35. Plaintiff and Class Members were not reimbursed for business expenses incurred in
16 executing their duties under Defendant’s employ. Specifically, Plaintiff and Class Members were
17 required to purchase cellular phones, and cellular phone service pro for work related purposes.
18 Plaintiff and Class members were not reimbursed for these necessary work-related expenses.

19 36. Finally, Defendants had a common policy and practice of systemically failing to pay
20 Plaintiff and Class Members the requisite sick time pay in accordance with California Law.
21 Specifically, Plaintiff and Class Members worked for Defendants for more than 30 days, but were not
22 paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every
23 12 month period of work.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL PERIODS**

26 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

27 **(Plaintiff and Meal Period Sub-Class)**

28 37. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if

1 fully alleged herein.

2 38. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
3 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
4 Code and the applicable Industrial Welfare Commission Wage Order.

5 39. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
6 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
7 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
8 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
9 minutes for each work period of ten hours.

10 40. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
11 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
12 during required meal periods and require employers to pay non-exempt employees an hour of
13 premium wages on each workday that the employee is not provided with the required meal period.

14 41. Compensation for missed meal periods constitutes wages within the meaning of Labor
15 Code section 200.

16 42. Labor Code section 1198 makes it unlawful to employ a person under conditions that
17 violate the applicable Wage Order.

18 43. Section 11 of the applicable Wage Order states:

19 “No employer shall employ any person for a work period of more than five (5) hours
20 without a meal period of not less than 30 minutes, except that when a work period of
21 not more than six (6) hours will complete the day’s work the meal period may be
22 waived by mutual consent of the employer and employee. Unless the employee is
23 relieved of all duty during a 30 minute meal period, the meal period shall be considered
24 an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall
25 be permitted only when the nature of the work prevents an employee from being
26 relieved of all duty and when by written agreement between the parties an on-the-job
27 paid meal period is agreed to. The written agreement shall state that the employee
28 may, in writing, revoke the agreement at any time.”

29 44. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
30 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
31 members were not subject to valid on-duty meal period agreements with Defendants.

32 45. Plaintiff alleges that, at all relevant times during the applicable limitations period,

1 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
2 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
3 hour work period, as required by Labor Code section 512 ad the applicable Wage Order. Specifically,
4 Plaintiff and **Meal Period Sub-Class** Members were prohibited from leaving the work premises
5 during meal periods, when such meal periods were taken. Additionally, due to understaffing and
6 heavy workloads, Plaintiff and **Meal Period Sub-Class** Members were denied the opportunity to take
7 timely meal periods prior to the completion of their fifth hour of work. Furthermore, Plaintiff and
8 **Meal Period Sub-Class** Members were not relieved of all work duties during unpaid meal periods.
9 As discussed above, they were required to attend mandatory work meeting as well as keep, maintain,
10 and monitor their personal cellular phones, to respond to work-related messages during unpaid meal
11 breaks.

12 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
13 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
14 **Class** members when they worked five (5) hours without clocking out for any meal period.

15 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
16 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
17 **Sub-Class** with a second meal period when they worked shifts of ten or more hours and failed to pay
18 them premium wages as required by Labor Code 512 and the applicable Wage Order.

19 48. Moreover, Defendants written policies fail to inform Meal period Class Members of
20 their meal period rights under the Labor Code and applicable Wage Orders.

21 49. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
22 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
23 regular rates of pay when required meal periods were not provided.

24 50. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
25 herself and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest
26 thereon, and costs of suit.

27 51. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
28 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the

1 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

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3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST PERIODS**

5 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

6 **(Plaintiff and Rest Period Sub-Class)**

7 52. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
8 herein.

9 53. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
10 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
11 Code and the applicable Wage Order.

12 54. Section 12 of the applicable Wage Order imposes an affirmative obligation on
13 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
14 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the
15 middle of each work period insofar as practicable.

16 55. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
17 employers from requiring employees to work during required rest periods and require employers to
18 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
19 workday that the employee is not provided with the required rest period(s).

20 56. Compensation for missed rest periods constitutes wages within the meaning of Labor
21 Code section 200.

22 57. Labor Code section 1198 makes it unlawful to employ a person under conditions that
23 violate the Wage Order.

24 58. Plaintiff alleges that, at all relevant times during the applicable limitations period,
25 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
26 with net rest period of at least ten uninterrupted minutes for each four hour work period, or major
27 fraction thereof, as required by the applicable Wage Order.

28 59. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of

1 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
2 Defendants' policy of not scheduling each rest period as part of each work shift, including second
3 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
4 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**
5 members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest Period**
6 **Sub-Class** members to remain on the premises during their rest breaks; (4) Defendants' policy and
7 practice of requiring **Rest Period Sub-Class** members to continue working through their rest breaks
8 due to the excessive workload and maintaining and monitoring their cellular phones during breaks.

9 60. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
10 members additional premium wages when required rest periods were not provided.

11 61. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
12 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
13 costs of suit.

14 62. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
15 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
16 **Period Sub-Class** members, seek to recover reasonable attorneys' fees.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

19 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

20 **(Plaintiff and Hourly Employee Class)**

21 63. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 64. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
24 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
25 applicable Wage Order.

26 65. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
27 which an employee is subject to the control of the employer, and includes all the time the employee
28 is suffered or permitted to work, whether or not required to do so."

1 66. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
2 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
3 that an employer has actual or constructive knowledge that employees are working.

4 67. Labor Code section 1194 invalidates any agreement between an employer and an
5 employee to work for less than the minimum or overtime wage required under the applicable Wage
6 Order.

7 68. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
8 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
9 to the underlying unpaid minimum wages and interest thereon.

10 69. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
11 than the minimum wage required under the applicable Wage Order for all hours worked during a
12 payroll period.

13 70. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
14 person acting either individually or as an officer, agent or employee of another person, to pay an
15 employee, or cause an employee to be paid, less than the applicable minimum wage.

16 71. Labor Code section 1198 makes it unlawful for employers to employ employees under
17 conditions that violate the applicable Wage Order.

18 72. Labor Code section 204 requires employers to pay non-exempt employees their earned
19 wages for the normal work period at least twice during each calendar month on days the employer
20 designates in advance and to pay non-exempt employees their earned wages for labor performed in
21 excess of the normal work period by no later than the next regular payday.

22 73. Labor Code section 223 makes it unlawful for employers to pay their employees lower
23 wages than required by contract or statute while purporting to pay them legal wages.

24 74. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
25 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
26 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
27 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
28 consecutive day of one workweek.

1 75. Labor Code section 510 and Section 3 of the applicable Wage Order also require
2 employers to pay non-exempt employees overtime wages of no less than two times their respective
3 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
4 worked in excess of eight hours on a seventh consecutive workday during the workweek.

5 76. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
6 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
7 working conditions and compensation arrangements.

8 77. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
9 **Employee Class** members for all time worked, including but not limited to, overtime hours at
10 statutory and/or agreed rates.

11 78. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
12 overtime for all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful
13 time-rounding policy and practice which rounded down and reduced the actual working hours
14 recorded by Plaintiff and **Hourly Employee Class**, and upon which their pay was based, and
15 generally did so to the detriment of the Plaintiff and **Hourly Employee Class**, and these unlawfully
16 rounded time entries were inputted into Defendants' payroll system from which wage statements and
17 payroll checks were created. Defendants did so with the ostensible intent of paying Plaintiff and
18 **Hourly Employee Class** members only for the hours they were scheduled to work, rather than the
19 hours they were actually under Defendants' control. Plaintiff contends this policy is not neutral and
20 results, over time, to the detriment of the Plaintiff and **Hourly Employee Class** members by
21 systematically undercompensating them.

22 79. Plaintiff and **Hourly Employee Class** members were consistently required to perform
23 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
24 **Class** members experienced boot-up time, for the time clock, and wait in mandatory security lines,
25 prior to clocking in, after clocking out for work, and returning from unpaid meal periods, and for
26 which they were not paid wages. Additionally, Plaintiff and **Hourly Employee Class** members were
27 required to attend mandatory work related meetings during unpaid meal periods, and monitor their
28 cellular phones during unpaid working hours. This uncompensated time caused Plaintiff and **Hourly**

1 **Employee Class** members to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or
2 forty (40) hours a week, entitling Plaintiff and **Hourly Employee Class** members to minimum and
3 overtime wages, which they were systemically denied.

4 80. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
5 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
6 full amount of wages earned during each pay period during the applicable limitations period,
7 including overtime wages.

8 81. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
9 behalf of herself and **Hourly Employee Class** members, seek to recover unpaid straight time and
10 overtime wages, interest thereon and costs of suit.

11 82. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
12 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
13 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

14 **FOURTH CAUSE OF ACTION**

15 **RECOVERY OF REPORTING TIME PAY**

16 **(Plaintiff and Reporting Time Pay Sub-Class)**

17 83. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
18 full herein.

19 84. The IWC Wage Orders, require that reporting time pay be provided to any employee
20 who is required to report for work and does report, but is not put to work or is furnished less than
21 half said employee's usual or scheduled day's work.

22 85. Plaintiff is informed and believes and thereon alleges that all or substantially all of
23 the **Reporting Time Pay Sub-Class** are subject to Defendants' policies and practices requiring
24 them to call in or otherwise show up to work but not being paid half said their usual or scheduled
25 day's work.

26 86. Therefore, **Reporting Time Pay Sub-Class** Members are owed the unpaid balance
27 of said wages pursuant to the Wage order according to proof at trial, Interest pursuant to Labor
28

Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

FIFTH CAUSE OF ACTION

FAILURE TO PAY PROPER SICK PAY

(Lab. Code § 246)

(Plaintiff and Sick Pay Class)

87. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

88. Labor Code Section 246 affords an employee “who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

89. Defendants had a common policy and practice of systemically failing to pay Plaintiff and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and **Sick Pay Class** Members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

90. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

91. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

1 92. Labor Code section 226(a) states:

2 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
3 his or her employee, either as a detachable part of the check, draft, or voucher paying
4 the employee’s wages, or separately if wages are paid by personal check or cash, an
5 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
6 worked by the employee, except as provided in subdivision (j), (3) the number of
7 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
8 rate basis, (4) all deductions, provided that all deductions made on written orders of
9 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
10 inclusive dates of the period for which the employee is paid, (7) the name of the
11 employee and only the last four digits of his or her social security number or an
12 employee identification number other than a social security number, (8) the name and
13 address of the legal entity that is the employer and, if the employer is a farm labor
14 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
15 legal entity that secured the services of the employer, and (9) all applicable hourly
16 rates in effect during the pay period and the corresponding number of hours worked at
17 each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
18 temporary services employer as defined in Section 201.3, the rate of pay and the total
19 hours worked for each temporary services assignment. The deductions made from
20 payment of wages shall be recorded in ink or other indelible form, properly dated,
21 showing the month, day, and year, and a copy of the statement and the record of the
22 deductions shall be kept on file by the employer for at least three years at the place of
23 employment or at a central location within the State of California. For purposes of
24 this subdivision, ‘copy’ includes a duplicate of the itemized statement provided to an
25 employee or a computer-generated record that accurately shows all of the information
26 required by this subdivision.”

27 93. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
28 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
29 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
30 retains the right to elect to receive a written paper stub or record and that those who are provided with
31 electronic wage statements retain the ability to easily access the information and convert the electronic
32 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

33 94. Plaintiff is informed and believes that, at all relevant times during the applicable
34 limitations period, Defendants have failed to provide **Wage Statement Class** members with written
35 wage statements as described above. Additionally, the wage statements issued to class members
36 failed to account for the unpaid minimum wages, overtime, and premium pay wages described
37 above.

38 95. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
39 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
40 Opinion Letters. Plaintiff’s and **Wage Statement Class** members’ wage statement were only

1 provided in electronic format in violation of Labor Code § 226.

2 96. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
3 **Statement Class** members with accurate written wage statements were intentional in that Defendants
4 have the ability to provide them with accurate wage statements but have intentionally provided them
5 with written wage statements that Defendants have known do not comply with Labor Code section
6 226(a).

7 97. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
8 Defendants have violated their legal rights to receive accurate wage statements and have misled them
9 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
10 statements have prevented immediate challenges to Defendants' unlawful pay practices, has required
11 discovery and mathematical computations to determine the amount of wages owed, has caused
12 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
13 submission of inaccurate information about wages and deductions to federal and state government
14 agencies.

15 98. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
16 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
17 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
18 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
19 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

22 **(Lab. Code §§ 201-203)**

23 **(Plaintiff and Waiting Time Penalties Sub-Class)**

24 99. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
25 herein.

26 100. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
27 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
28 earned and unpaid before termination or resignation.

101. At all relevant times, pursuant to Labor Code section 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

102. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to payment of all final wages at the time of resignation.

103. Plaintiff is informed and believes that, at all relevant time during the applicable limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class** members all of their final wages in accordance with the Labor Code.

104. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to timely pay them all final wages.

105. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those requirements.

106. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

107. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code § 2802)

(Plaintiff and Reimbursement Class)

108. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged

1 herein.

2 109. Labor Code section 2802(a) states:

3 “An employer shall indemnify his or her employee for all necessary expenditures or
4 losses incurred by the employee in direct consequence of the discharge of his or her
5 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.”

6 110. Plaintiff and **Expense Reimbursement Sub-Class Members** were not reimbursed for
7 business expenses incurred in executing their duties under Defendant’s employ. Specifically, Plaintiff
8 and **Expense Reimbursement Sub-Class Members** were required to purchase their personal cellular
9 phones for work related purposes. Plaintiff and **Expense Reimbursement Sub-Class Members** were
10 not reimbursed for these necessary work-related expenses.

11 111. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
12 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
13 Complaint and until the date of entry of judgment.

14 112. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
15 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees
16 pursuant to Code of Civil Procedure section 1021.5.

17 **NINTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

20 **(Plaintiff and UCL Class)**

21 113. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 114. Business and Professions Code section 17200 defines “unfair competition” to include
24 any unlawful business practice.

25 115. Business and Professions Code section 17203-17204 allow a person who has lost
26 money or property as a result of unfair competition to bring a class action in accordance with Code
27 of Civil Procedure section 382 to recover money or property that may have been acquired from
28 similarly situated persons by means of unfair competition.

1 116. California law requires employers to pay hourly, non-exempt employees for all hours
2 they are permitted or suffered to work, including hours that the employer knows or reasonable should
3 know that employees have worked.

4 117. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,
5 SECOND, THIRD, FOURTH, FIFTH, and EIGHTH causes of action herein.

6 118. Plaintiff lost money or property as a result of the aforementioned unfair competition.

7 119. Defendants have or may have acquired money by means of unfair competition.

8 120. Plaintiff is informed and believes and thereupon alleges that by committing the Labor
9 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
10 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 1199,
11 as well as applicable Wag Orders, which make it a misdemeanor to commit the violations alleged
12 herein.

13 121. Defendants have committed criminal conduct through their policies and practices of,
14 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
15 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
16 proper sick time pay; reporting time pay; and reimbursement for necessary business expenditures.

17 122. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
18 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
19 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
20 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
21 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
22 similarly situated persons in a class action proceeding.

23 123. As a result of Defendants' violations of the Labor Code during the applicable
24 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
25 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

26 124. Plaintiff is informed and believes that other similarly situated persons have been
27 subject to the same unlawful policies or practices of Defendants.

28 125. Due to the unfair and unlawful business practices in violation of the Labor Code,

1 Defendants have gained a competitive advantage over other comparable companies doing business in
2 the State of California that comply with their legal obligations.

3 126. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
4 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates
5 or is considered unlawful under any other state or federal law.

6 127. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
7 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
8 Defendants, and each of them, and their agents and employees, from further violations of the Labor
9 Code and applicable Wage Orders.

10 128. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
11 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
12 Defendants, and each of them, and their agents and employees, from further violations of the Labor
13 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an
14 order permanently enjoining Defendants, and each of them, and their respective agents and
15 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
16 Wage Orders.

17 129. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
18 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
19 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
20 and unfair business practices.

21 130. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
22 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
23 reasonable attorneys' fees in connection with their unfair competition claims.

24 131. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
25 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
26 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
27 and unfair business practices.

28 132. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine

1 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
2 reasonable attorneys' fees in connection with their unfair competition claims.

3 **TENTH CAUSE OF ACTION**

4 **CIVIL PENALTIES**

5 **(Lab. Code §§ 2698 *et seq.*)**

6 133. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

7 134. During the applicable limitations period, Defendants have violated Labor Code §§
8 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5,
9 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

10 135. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
11 and other current and former employees, to bring a representative civil action to recover civil penalties
12 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
13 maintained as a class action pursuant to Code of Civil Procedure section 382.

14 136. Plaintiff, a former employee against whom Defendants committed one or more of the
15 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
16 within the meaning of Labor Code § 2699(c).

17 137. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
18 2699.3. Notice was provided to the California Labor & Workforce Development Agency ("LWDA")
19 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
20 investigate.

21 138. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
22 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 246,
23 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 24 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and
25 2802, one hundred dollars (\$100) for each employee per pay period for each
26 initial violation and two hundred dollars (\$200) for each employee per pay
27 period for each subsequent violation (penalties set by Labor Code §
28 2699(f)(2));

- 1 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
2 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 3 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
4 employee for each initial violation that was neither willful nor intentional, two
5 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
6 withheld from each employee, for each initial violation that was either willful
7 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
8 five percent (25%) of the amount unlawfully withheld from each employee,
9 for each subsequent violation, regardless of whether the subsequent violation
10 was either willful or intentional (penalties set by Labor Code § 210);
- 11 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
12 employee for each initial violation that was neither willful nor intentional, two
13 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
14 the amount unlawfully withheld from each employee, for each initial violation
15 that was either willful or intentional, and two hundred dollars (\$200) for each
16 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
17 from each employee, for each subsequent violation, regardless of whether the
18 subsequent violation was either willful or intentional (penalties set by Labor
19 Code § 225.5);
- 20 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
21 citation, two hundred and fifty dollars (\$250) for each employee for each
22 violation. Alternatively, if an initial citation or its equivalent occurred before
23 the filing of this action, one thousand dollars (\$1,000) for each employee for
24 each violation (penalties set by Labor Code § 226.3);
- 25 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
26 employee for each initial pay period for which the employee was underpaid,
27 and one hundred dollars (\$100) for each employee for each subsequent pay
28 period for which the employee was underpaid (penalties set by Labor Code §

558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiff be appointed class representative;
- (3) An order that counsel for Plaintiff be appointed class counsel;
- (4) Unpaid wages and overtime;
- (5) Actual damages;
- (6) Liquidated damages;
- (7) Unreimbursed expenses;
- (8) Restitution;
- (9) Declaratory relief;
- (10) Pre-judgment interest;
- (11) Statutory penalties;
- (12) Civil penalties;

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- 1 (13) Costs of suit;
2 (14) Reasonable attorneys' fees; and
3 (15) Such other relief as the Court deems just and proper.
4
5

6 Dated: November 6, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
DALLAS SEGALL, and the putative class

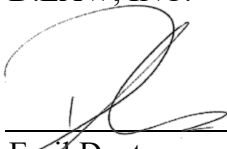
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: November 6, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
DALLAS SEGALL, and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

REESE, SMALLEY, WISEMAN & SCHWEITZER, LLP

I (BY MAIL) placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on November 15, 2023, at Glendale, California.


Jordan Floyd