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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

**SECOND 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 Plaintiffs DALLAS SEGAL and DANIKA ESCANO (“Plaintiffs”), on behalf of themselves,
2 all others similarly situated, the state of California, and the general public, complain and allege as
3 follows:

4 **INTRODUCTION**

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

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

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

26 **JURISDICTION AND VENUE**

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

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, was an individual residing in the State of California.

6. Plaintiff, DANIKA ESCANO, is and at all relevant times mentioned herein, was an individual residing in the State of California.

7. Plaintiffs are informed and believe, and thereupon allege 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.

8. Plaintiffs are 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. Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiffs are informed and believe, and thereupon allege that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiffs' alleged damages were proximately caused by these defendants, and each of them. Plaintiffs will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

9. Plaintiffs are informed and believe, and thereupon allege 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

1 and scope of such relationship and with the full knowledge, consent and ratification by such other
2 defendants.

3 10. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
4 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
5 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
6 and omissions alleged herein.

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

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

- 13 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
14 separately, and/or any staffing agencies and/or any other third parties in hourly or
15 non-exempt positions in California four years prior to the filing of this action and
16 ending on the date that final judgment is entered in this action (“Hourly Employee
17 Class”).
- 18 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
19 a shift in excess of five hours during the four years prior to the filing of this action
20 and ending on the date that final judgment is entered in this action.
- 21 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
22 shift of at least three and one-half (3.5) hours the four years prior to the filing of
23 this action and ending on the date that final judgment is entered in this action.
- 24 d. **Reporting Time Pay Sub-Class:** All **Hourly Employee Class** members who
25 were required to call in or otherwise show up to work without being paid half
26 of their usual or scheduled day's work from four years prior to the filing of this
27 action and ending on the date that final judgment is entered in this action.
- 28 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.

- 1 g. **Wage Statement Class**: All persons employed by Defendants in California during
2 the period beginning one year before the filing of this action and ending when final
3 judgment is entered.
- 4 h. **Expense Reimbursement Class**: All persons employed by Defendants in
5 California who incurred business expenses during the **Relevant Time Period**.
- 6 i. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class**
7 members employed by Defendants in California during the four years prior to the
8 filing of this action and ending on the date that final judgment is entered in this
9 action.

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

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

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

- 20 A. Whether Defendants maintained a policy or practice of failing to provide
21 employees with their rest periods;
- 22 B. Whether Defendants maintained a policy or practice of failing to provide
23 employees with their meal periods;
- 24 C. Whether Defendants failed to pay premium wages to class members when they
25 have not been provided with meal and rest periods at the appropriate rates of
26 pay;
- 27 D. Whether Defendants failed to pay minimum and/or overtime wages to class
28 members for all time worked;
- E. Whether Defendants maintained a policy or practice of failing to pay proper
reporting time pay;

- 1 F. Whether Defendants failed to provide class members with accurate written
2 wage statements as a result of providing them with written wage statements
3 with inaccurate entries for, among other things, amounts of gross and net
4 wages, and total hours worked;
- 5 G. Whether Defendants applied policies or practices that result in late and/or
6 incomplete final wage payments;
- 7 H. Whether Defendants failed to reimburse class members for all necessary
8 business expenses incurred during the discharge of their duties;
- 9 I. Whether Defendants are liable to class members for waiting time penalties
10 under Labor Code section 203; and
- 11 J. Whether class members are entitled to restitution of money or property that
12 Defendants may have acquired from them through unfair competition;

13 16. **Typicality:** Plaintiffs' claims are typical of the other class members' claims.
14 Plaintiffs are informed and believe and thereupon allege that Defendants have a policy or practice of
15 failing to comply with the California Labor Code and Business and Professions Code as alleged in
16 this Complaint.

17 17. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives in
18 that they have no interests that are adverse to, or otherwise conflict with, the interests of absent class
19 members and are dedicated to vigorously prosecuting this action on their behalf. Plaintiffs will fairly
20 and adequately represent and protect the interests of the other class members.

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

25 19. **Superiority:** A class action is vastly superior to other available means for fair and
26 efficient adjudication of the class members' claims and would be beneficial to the parties and the
27 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
28 efficiently prosecute their common claims in a single forum without the unnecessary duplication of

1 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
2 due to many individual class members are likely to be relatively small and would thus make it difficult,
3 if not impossible, for individual class members to both seek and obtain relief. Moreover, a class
4 action will serve an important public interest by permitting class members to effectively pursue the
5 recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
6 or contradictory judgments inherent in individual litigation.

7 **GENERAL ALLEGATIONS**

8 20. Plaintiffs worked for Defendants as a non-exempt employee during the relevant and
9 statutory periods.

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

21 22. Next, Plaintiffs and Class Members were also consistently required to perform work,
22 off-the-clock, both before and after their shifts, for which they were not paid wages. Specifically, with
23 regard to unpaid pre-shift hours. Plaintiffs and class members had to undergo various security
24 measures, including having to wait for reception to disarm the security system after arriving to work.
25 Once Plaintiffs and Class Members were cleared to enter the premises, they were required to badge
26 and pass through multiple levels of doors, through different levels, creating long lines of employees
27 and all in in order to reach the time clock in order to clock in. Once Plaintiffs and Class Members
28 reached the time clock, they had to wait to boot-up their computers to access the time clock system

1 and software, which also had to be opened and refreshed prior to being able to clock in. As to the
2 unpaid post-shift hours, the entire unpaid work process above was repeated after the end of Plaintiffs
3 and Class Members' shifts. After clocking out, Plaintiffs and Class Members had to shut down their
4 computers, and wait in lines to be able to pass back through all the security doors back to the ground
5 level. Furthermore, Plaintiffs and Class members were required to keep, maintain, and monitor their
6 personal cellular phones, to download certain work-related applications required by Defendant, and
7 to respond to work-related messages all throughout the day, both before and after working hours. All
8 the forgoing and uncompensated working time was under the direction and control of Defendants, for
9 which no wages were paid.

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

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

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

1 respond to messages and in-person work-related requests from Defendant's managers.

2 26. Plaintiffs and Class Members were not provided with meal periods of at least thirty
3 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each
4 meal period as part of each work shift; (2) no formal written meal policy that encouraged employees
5 to take their meal periods, or that advised Class Members of their meal and rest period rights; (3)
6 Defendants' practice of requiring putative class members to continue working through their meal and
7 rest periods due to the excessive workload. Additionally, the uncompensated time spent waiting for
8 the time clock to boot-up, and the mandatory security lines, denied Plaintiffs and class members the
9 opportunity to take their full rest periods as well as their full duty free, 30-minute meal periods, and
10 prior to the completion of their fifth hour of work.

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

22 28. Furthermore, Defendants failed to pay Plaintiffs and Class Members premium pay
23 wages at their appropriate regular rates of pay for each meal and rest period denied.

24 29. Defendants also had a common policy and practice of failing to pay Plaintiffs and
25 Class Members all reporting time pay to which they were entitled under California Law. Specifically,
26 Plaintiffs and Class Members were required to call in or otherwise show up to work without being
27 paid half of their usual or scheduled day's work.

28 30. Plaintiffs and Class Members were not provided with accurate wage statements as

1 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
2 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
3 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
4 Additionally, the wage statements issued to Plaintiffs and Class Members were not recorded in “ink
5 or other indelible form.”

6 31. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
7 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

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

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

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

17 35. Furthermore, Defendants failed to provide Plaintiffs and Class Members with paper
18 pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
19 Plaintiffs’s and Class Members’ wage statement were only provided in electronic format in violation
20 of Labor Code § 226.

21 36. Plaintiffs and Class Members were not reimbursed for business expenses incurred in
22 executing their duties under Defendant’s employ. Specifically, Plaintiffs and Class Members were
23 required to purchase cellular phones, and cellular phone service pro for work related purposes.
24 Plaintiffs and Class members were not reimbursed for these necessary work-related expenses.

25 37. Finally, Defendants had a common policy and practice of systemically failing to pay
26 Plaintiffs and Class Members the requisite sick time pay in accordance with California Law.
27 Specifically, Plaintiffs and Class Members worked for Defendants for more than 30 days, but were
28 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.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

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

(Plaintiffs and Meal Period Sub-Class)

38. Plaintiffs incorporate by reference the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

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

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

44. Section 11 of the applicable Wage Order states:

“No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being

1 relieved of all duty and when by written agreement between the parties an on-the-job
2 paid meal period is agreed to. The written agreement shall state that the employee
may, in writing, revoke the agreement at any time.”

3 45. At all relevant times, Plaintiffs were not subject to a valid on-duty meal period
4 agreement. Plaintiffs are informed and believe that, at all relevant times, **Meal Period Sub-Class**
5 members were not subject to valid on-duty meal period agreements with Defendants.

6 46. Plaintiffs allege that, at all relevant times during the applicable limitations period,
7 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
8 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each
9 five (5) hour work period, as required by Labor Code section 512 ad the applicable Wage Order.
10 Specifically, Plaintiffs and **Meal Period Sub-Class** Members were prohibited from leaving the work
11 premises during meal periods, when such meal periods were taken. Additionally, due to understaffing
12 and heavy workloads, Plaintiffs and **Meal Period Sub-Class** Members were denied the opportunity
13 to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Plaintiffs
14 and **Meal Period Sub-Class** Members were not relieved of all work duties during unpaid meal
15 periods. As discussed above, they were required to attend mandatory work meeting as well as keep,
16 maintain, and monitor their personal cellular phones, to respond to work-related messages during
17 unpaid meal breaks. Additionally, Plaintiffs’ and **Meal Period Sub-Class** Members’ meal periods
18 were consistently interrupted due to the requirement by Defendant to respond to messages and in-
19 person work-related requests from Defendant’s managers.

20 47. Plaintiffs allege that, at all relevant times during the applicable limitations period,
21 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
22 **Class** members when they worked five (5) hours without clocking out for any meal period.

23 48. Plaintiffs allege that, at all relevant times during the applicable limitations period,
24 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
25 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and failed
26 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

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

1 50. At all relevant times, Defendants failed to pay Plaintiffs and the **Meal Period Sub-**
2 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
3 regular rates of pay when required meal periods were not provided.

4 51. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiffs, on behalf of
5 themselves and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages,
6 interest thereon, and costs of suit.

7 52. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
8 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
9 the **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PROVIDE REST PERIODS**

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

13 **(Plaintiffs and Rest Period Sub-Class)**

14 53. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
15 herein.

16 54. At all relevant times, Plaintiffs and the **Rest Period Sub-Class** members have been
17 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
18 Code and the applicable Wage Order.

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

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

27 57. Compensation for missed rest periods constitutes wages within the meaning of Labor
28 Code section 200.

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

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

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

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

62. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiffs, on behalf of themselves and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and costs of suit.

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

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

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

(Plaintiffs and Hourly Employee Class)

64. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged

1 herein.

2 65. At all relevant times, Plaintiffs and **Hourly Employee Class** members are or have
3 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
4 applicable Wage Order.

5 66. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
6 which an employee is subject to the control of the employer, and includes all the time the employee
7 is suffered or permitted to work, whether or not required to do so.”

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

11 68. Labor Code section 1194 invalidates any agreement between an employer and an
12 employee to work for less than the minimum or overtime wage required under the applicable Wage
13 Order.

14 69. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
15 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
16 to the underlying unpaid minimum wages and interest thereon.

17 70. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
18 than the minimum wage required under the applicable Wage Order for all hours worked during a
19 payroll period.

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

23 72. Labor Code section 1198 makes it unlawful for employers to employ employees under
24 conditions that violate the applicable Wage Order.

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

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

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

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

12 77. Plaintiffs are informed and believe that, at all relevant times, Defendants have applied
13 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
14 working conditions and compensation arrangements.

15 78. At all relevant times, Defendants failed to pay hourly wages to Plaintiffs and **Hourly**
16 **Employee Class** members for all time worked, including but not limited to, overtime hours at
17 statutory and/or agreed rates.

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

1 80. Plaintiffs and **Hourly Employee Class** members were consistently required to
2 perform work, off-the-clock for which they were not paid wages. Specifically, Plaintiffs and **Hourly**
3 **Employee Class** members experienced boot-up time, for the time clock, and wait in mandatory
4 security lines, prior to clocking in, after clocking out for work, and returning from unpaid meal
5 periods, and for which they were not paid wages. Additionally, Plaintiffs and **Hourly Employee**
6 **Class** members were required to attend mandatory work related meetings during unpaid meal periods,
7 monitor their cellular phones during unpaid working hours, download certain work-related
8 applications required by Defendant, and to respond to work-related messages all throughout the day,
9 both before and after working hours. This uncompensated time caused Plaintiffs and **Hourly**
10 **Employee Class** members to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or
11 forty (40) hours a week, entitling Plaintiffs and **Hourly Employee Class** members to minimum and
12 overtime wages, which they were systemically denied.

13 81. As a result of Defendants' unlawful conduct, Plaintiffs and **Hourly Employee Class**
14 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
15 full amount of wages earned during each pay period during the applicable limitations period,
16 including overtime wages.

17 82. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiffs, on
18 behalf of themselves and **Hourly Employee Class** members, seek to recover unpaid straight time and
19 overtime wages, interest thereon and costs of suit.

20 83. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
21 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
22 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

23 **FOURTH CAUSE OF ACTION**

24 **RECOVERY OF REPORTING TIME PAY**

25 **(Plaintiffs and Reporting Time Pay Sub-Class)**

26 84. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.
28

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

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

87. Therefore, **Reporting Time Pay Sub-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).

FIFTH CAUSE OF ACTION

FAILURE TO PAY PROPER SICK PAY

(Lab. Code § 246)

(Plaintiffs and Sick Pay Class)

88. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

89. 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.”

90. Defendants had a common policy and practice of systemically failing to pay Plaintiffs and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiffs 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.

91. 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)

(Plaintiffs and Wage Statement Penalties Sub-Class)

92. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

93. Labor Code section 226(a) states:

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

94. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the “detachable part of the check” provision and the “accurate itemized statement in writing” provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee retains the right to elect to receive a written paper stub or record and that those who are provided with electronic wage statements retain the ability to easily access the information and convert the electronic

1 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

2 95. Plaintiffs are informed and believe that, at all relevant times during the applicable
3 limitations period, Defendants have failed to provide **Wage Statement Class** members with written
4 wage statements as described above. Additionally, the wage statements issued to class members
5 failed to account for the unpaid minimum wages, overtime, and premium pay wages described
6 above.

7 96. Furthermore, Defendants failed to provide Plaintiffs and **Wage Statement Class**
8 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
9 Opinion Letters. Plaintiffs' and **Wage Statement Class** members' wage statement were only
10 provided in electronic format in violation of Labor Code § 226.

11 97. Plaintiffs are informed and believes that Defendants' failure to provide her and **Wage**
12 **Statement Class** members with accurate written wage statements were intentional in that Defendants
13 have the ability to provide them with accurate wage statements but have intentionally provided them
14 with written wage statements that Defendants have known do not comply with Labor Code section
15 226(a).

16 98. Plaintiffs and **Wage Statement Class** members have suffered injuries, in that
17 Defendants have violated their legal rights to receive accurate wage statements and have misled them
18 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
19 statements have prevented immediate challenges to Defendants' unlawful pay practices, has required
20 discovery and mathematical computations to determine the amount of wages owed, has caused
21 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
22 submission of inaccurate information about wages and deductions to federal and state government
23 agencies.

24 99. Pursuant to Labor Code section 226(e), Plaintiffs, on behalf of themselves and **Wage**
25 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
26 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
27 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
28 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

1 **SEVENTH CAUSE OF ACTION**

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

3 **(Lab. Code §§ 201-203)**

4 **(Plaintiffs and Waiting Time Penalties Sub-Class)**

5 100. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 101. At all relevant times, Plaintiffs and **Waiting Time Penalties Sub-Class** members have
8 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
9 earned and unpaid before termination or resignation.

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

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

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

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

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

27 107. Pursuant to Labor Code sections 203 and 218.6, Plaintiffs, on behalf of themselves
28 and **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that

1 their final wages have first become due until paid, up to a maximum of thirty days, and interest
2 thereon.

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

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO INDEMNIFY**

8 **(Lab. Code § 2802)**

9 **(Plaintiffs and Reimbursement Class)**

10 109. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 110. Labor Code section 2802(a) states:

13 "An employer shall indemnify his or her employee for all necessary expenditures or
14 losses incurred by the employee in direct consequence of the discharge of his or her
15 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."

16 111. Plaintiffs and **Expense Reimbursement Sub-Class Members** were not reimbursed
17 for business expenses incurred in executing their duties under Defendant's employ. Specifically,
18 Plaintiffs and **Expense Reimbursement Sub-Class Members** were required to purchase their
19 personal cellular phones for work related purposes. Plaintiffs and **Expense Reimbursement Sub-**
20 **Class Members** were not reimbursed for these necessary work-related expenses.

21 112. Accordingly, Plaintiffs and **Expense Reimbursement Class** members are entitled to
22 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
23 Complaint and until the date of entry of judgment.

24 113. Plaintiffs, on behalf of themselves, and **Expense Reimbursement Class** members,
25 seeks interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
26 pursuant to Code of Civil Procedure section 1021.5.

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

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

4 **(Plaintiffs and UCL Class)**

5 114. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 115. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

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

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

16 118. Plaintiffs and the **UCL Class** members re-alleges and incorporates the FIRST,
17 SECOND, THIRD, FOURTH, FIFTH, and EIGHTH causes of action herein.

18 119. Plaintiffs lost money or property as a result of the aforementioned unfair competition.

19 120. Defendants have or may have acquired money by means of unfair competition.

20 121. Plaintiffs are informed and believe and thereupon allege that by committing the Labor
21 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
22 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 1199,
23 as well as applicable Wag Orders, which make it a misdemeanor to commit the violations alleged
24 herein.

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

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

7 124. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiffs have suffered an injury-in-fact and has lost money or property in the
9 form of earned wages. Specifically, Plaintiffs have lost money or property as a result of Defendants'
10 conduct.

11 125. Plaintiffs are informed and believes that other similarly situated persons have been
12 subject to the same unlawful policies or practices of Defendants.

13 126. Due to the unfair and unlawful business practices in violation of the Labor Code,
14 Defendants have gained a competitive advantage over other comparable companies doing business in
15 the State of California that comply with their legal obligations.

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

19 128. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
20 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
21 Defendants, and each of them, and their agents and employees, from further violations of the Labor
22 Code and applicable Wage Orders.

23 129. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
24 request the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants,
25 and each of them, and their agents and employees, from further violations of the Labor Code and
26 applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an order
27 permanently enjoining Defendants, and each of them, and their respective agents and employees,
28 from further violations of the Labor Code and applicable Industrial Welfare Commission Wage

1 Orders.

2 130. Pursuant to Business and Professions Code section 17203, Plaintiffs, on behalf of
3 themselves and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
4 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
5 and unfair business practices.

6 131. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
7 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover
8 reasonable attorneys' fees in connection with their unfair competition claims.

9 132. Pursuant to Business and Professions Code section 17203, Plaintiffs, on behalf of
10 themselves and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
11 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
12 and unfair business practices.

13 133. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
14 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover
15 reasonable attorneys' fees in connection with their unfair competition claims.

16 **TENTH CAUSE OF ACTION**

17 **CIVIL PENALTIES**

18 **(Lab. Code §§ 2698 *et seq.*)**

19 134. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

20 135. During the applicable limitations period, Defendants have violated Labor Code §§
21 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5,
22 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

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

27 137. Plaintiffs, former employees against whom Defendants committed one or more of the
28 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee

1 within the meaning of Labor Code § 2699(c).

2 138. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code
3 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
4 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiffs with any notice of an
5 intent to investigate.

6 139. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seek the following civil
7 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 246,
8 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 9 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and
10 2802, one hundred dollars (\$100) for each employee per pay period for each
11 initial violation and two hundred dollars (\$200) for each employee per pay
12 period for each subsequent violation (penalties set by Labor Code §
13 2699(f)(2));
- 14 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
15 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 16 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
17 employee for each initial violation that was neither willful nor intentional, two
18 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
19 withheld from each employee, for each initial violation that was either willful
20 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
21 five percent (25%) of the amount unlawfully withheld from each employee,
22 for each subsequent violation, regardless of whether the subsequent violation
23 was either willful or intentional (penalties set by Labor Code § 210);
- 24 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
25 employee for each initial violation that was neither willful nor intentional, two
26 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
27 the amount unlawfully withheld from each employee, for each initial violation
28 that was either willful or intentional, and two hundred dollars (\$200) for each

employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay 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), Plaintiffs seek an award of reasonable attorneys' fees and costs in connection with Plaintiffs' claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves, 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 Plaintiffs be appointed class representative;

- (3) An order that counsel for Plaintiffs 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;
- (13) Costs of suit;
- (14) Reasonable attorneys' fees; and
- (15) Such other relief as the Court deems just and proper.

Dated: October 11, 2024

D.LAW, INC.

/s/ David Keledjian

Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiffs
DALLAS SEGALL, DANIKA ESCANO and the
putative class

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DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves, all other similarly situated, hereby demand a jury trial on all issues so triable.

Dated: October 11, 2024	D.LAW, INC.
	<u>/s/ David Keledjian</u>
	Emil Davtyan
	David Yeremian
	David Keledjian
	David Arakelyan
	Attorneys for Plaintiffs
	DALLAS SEGALL, DANIKA ESCANO and the
	putative class

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