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 Superior Court of California
 County of Los Angeles
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 David W. Slayton, Executive Officer / Clerk of Court
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Attorneys for Plaintiff PAULA MARTINEZ,
 on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

PAULA MARTINEZ, on behalf of
 herself and all others similarly situated,

Plaintiffs,

v.

LA FINANCIAL CREDIT UNION, a
 California entity, form unknown; and
 DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: 23STCV22040

FIRST AMENDED COMPLAINT FOR:

1. **FAILURE TO PAY ALL WAGES;**
2. **FAILURE TO PAY ALL OVERTIME WAGES;**
3. **FAILURE TO PAY ALL OVERTIME WAGES AT THE LEGAL OVERTIME PAY RATE;**
4. **FAILURE TO PROVIDE ALL MEAL PERIODS;**
5. **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
6. **FAILURE TO PAY PREMIUM WAGES AT THE LEGAL PAY RATE;**
7. **FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
8. **INDEPENDENT FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
9. **DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
10. **VIOLATIONS OF LABOR CODE §§ 201-202;**
11. **PENALTIES UNDER LABOR CODE § 2699; AND**
12. **UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

Action filed: September 13, 2023
 Trial date: None Set

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1 Plaintiff Paula Martinez, an individual on behalf of herself and all others similarly situated
2 (collectively referred to as “Plaintiffs”), hereby files this First Amended Complaint against
3 Defendant LA Financial Credit Union, a business organization, form unknown, and Does 1 to 10
4 (collectively referred to as “Defendants”). Plaintiffs are informed and believe, and on the basis of
5 that information and belief, allege as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a civil action seeking recovery for Defendants’ violations of the California
9 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by
10 the California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
11 principles.

12 2. Plaintiffs’ action seeks monetary damages including full restitution from
13 Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

14 3. The acts complained of herein occurred, occur and will occur, at least in part,
15 within the time period from four years preceding the filing of the original Complaint herein,
16 plus 179 days under Cal. Rules of Court, Appendix I, Emergency Rule No. 9, up to and through
17 the time of trial for this matter although this should not automatically be considered the statute of
18 limitations for any cause of action herein.

19 **RELEVANT JOB TITLES**

20 4. For introductory and general information only (and not to be considered a
21 proposed class definition), the relevant individuals in this action are Defendants’ non-exempt
22 employees who were subjected to Defendants’ policies and practices as described herein. Any
23 differences in job activities between the different individuals in these positions were and are
24 legally insignificant to the issues presented by this action.

25 **SUMMARY OF CLAIMS**

26 5. With regard to Defendants’ non-exempt employees Defendants have:

- 27 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
28 worked;

- b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- c. Failed to pay all overtime wages at the legal overtime pay rate;
- d. Failed to provide all legally-required meal periods;
- e. Failed to authorize and permit all paid legally-required rest periods;
- f. Failed to pay meal and/or rest period penalty premium wages at the legal pay rate;
- g. Failed to reimburse for all work-related expenses;
- h. Independently failed to timely furnish accurate itemized wage statements;
- i. Derivatively failed to timely furnish accurate itemized wage statements;
- j. Violated Labor Code §§ 201-202;
- k. Incurred penalties under Labor Code §§ 2698, et seq.; and
- l. Conducted unfair business practices.

II.

PARTIES

PLAINTIFF PAULA MARTINEZ

6. Plaintiff Paula Martinez is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Paula Martinez worked for Defendants as a non-exempt employee from approximately December 2, 2013, to November 18, 2022, in Pasadena, California, which is in Los Angeles County, California.

8. Plaintiff Paula Martinez seeks recovery herein from Defendants because with regard to Plaintiff Paula Martinez, while acting for Defendants her capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all state-mandated overtime wages for all overtime hours worked;

- c. Failed to pay all overtime wages at the legal overtime pay rate;
- d. Failed to provide all legally-required meal periods;
- e. Failed to authorize and permit all paid legally-required rest periods;
- f. Failed to pay meal and/or rest period penalty premium wages at the legal pay rate;
- g. Failed to reimburse for all work-related expenses;
- h. Independently failed to timely furnish accurate itemized wage statements;
- i. Derivatively failed to timely furnish accurate itemized wage statements;
- j. Violated Labor Code §§ 201-202;
- k. Incurred penalties under Labor Code §§ 2698, et seq.; and
- l. Conducted unfair business practices.

DEFENDANT LA FINANCIAL CREDIT UNION

9. Defendant LA Financial Credit Union is now and/or at all times mentioned in this Complaint was a California business organization, form unknown, and the owner and operator of an industry, business, and/or facilities) licensed to do business and actually doing business in the State of California.

DOES 1 TO 10, INCLUSIVE

10. Does 1 to 10, inclusive, are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

11. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of Does 1 to 10, inclusive and for that reason, Does 1 to 10 are sued under such fictitious names under California Code of Civil Procedure § 474.

12. Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

22. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff Paula Martinez and the members of the putative Classes herein were all California citizens and Defendant LA Financial Credit Union is a California business organization, form unknown, Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

23. Venue is proper in Los Angeles County under Code of Civil Procedure § 395(a) and Code of Civil Procedure § 395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV.

CLASS ACTION ALLEGATIONS

24. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

25. The putative classes Plaintiffs will seek to certify are currently composed of and defined as follows:

a. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants' policies and practices regarding the payment of straight time, minimum and/or overtime wages as specifically described herein (hereinafter, the "Wage Class");

b. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants' policies and practices regarding the payment of overtime wages as specifically described herein (hereinafter, the "Overtime Class");

c. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants' policies

1 and practices regarding the calculation of overtime pay as specifically
2 described herein (hereinafter, the “Overtime Rate Class”);

3 d. All California citizens employed by Defendants as non-exempt during the
4 appropriate time period who were subjected to Defendants’ policies and
5 practices regarding meal periods as specifically described herein (hereinafter,
6 the “Meal Period Class”);

7 e. All California citizens employed by Defendants as non-exempt employees
8 during the appropriate time period who were subjected to Defendants’ policies
9 and practices regarding paid rest periods as specifically described herein
10 (hereinafter, the “Rest Period Class”);

11 f. All California citizens employed by Defendants as non-exempt employees
12 during the appropriate time period who were subjected to Defendants’ policies
13 and practices regarding the payment of meal and/or rest period penalty
14 premium wages as specifically described herein (hereinafter, the “Premium
15 Rate Class”);

16 g. All California citizens employed by Defendants as non-exempt employees
17 during the appropriate time period who were subjected to Defendants’ policies
18 and practices regarding business expense reimbursement as specifically
19 described herein (hereinafter, the “Reimbursements Class”);

20 h. All California citizens employed by Defendants as hourly-paid, non-exempt
21 employees during the appropriate time period who were independently
22 subjected to Defendants’ policies and practices regarding itemized wage
23 statements as specifically described herein (hereinafter, the “Independent
24 Wage Statement Class”);

25 i. All California citizens employed by Defendants as hourly-paid, non-exempt
26 employees during the appropriate time period who were derivatively subjected
27 to Defendants’ policies and practices regarding itemized wage statements as
28 specifically described herein (hereinafter, the “Derivative Wage Statement

Class”);

j. All formerly-employed California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “LC 203 Class”); and

k. All California citizens employed by Defendants as non-exempt employees during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

26. The Wage Class, Overtime Class, Overtime Rate Class, Meal Period Class, Rest Period Class, Premium Rate Class, Reimbursements Class, Independent Wage Statement Class, Derivative Wage Statement Class, LC 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”

27. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

28. Numerosity (Code of Civil Procedure § 382):

- a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members is unfeasible and impractical;
- b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;
- c. The quantity of members of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and
- d. The quantity and identity of such membership is readily ascertainable via inspection of Defendants’ records.

1 29. Superiority (Code of Civil Procedure § 382): The nature of this action and the
2 nature of the laws available to Plaintiffs make the use of the class action format particularly
3 efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein,
4 as follows:

- 5 a. California has a public policy that encourages the use of the class action
6 device;
- 7 b. By establishing a technique whereby the claims of many individuals can be
8 resolved at the same time, the class suit both eliminates the possibility of
9 repetitious litigation and provides small claimants with a method of obtaining
10 redress for claims which would otherwise be too small to warrant individual
11 litigation;
- 12 c. This case involves large corporate Defendants and a large number of
13 individual Class members with many relatively small claims and common
14 issues of law and fact;
- 15 d. If each individual member of the Classes was required to file an individual
16 lawsuit, the large corporate Defendants would necessarily gain an
17 unconscionable advantage because Defendants would be able to exploit and
18 overwhelm the limited resources of each individual member of the Classes
19 with Defendants' vastly superior financial and legal resources;
- 20 e. Requiring each individual member of the Classes to pursue an individual
21 remedy would also discourage the assertion of lawful claims by the members
22 of the Classes who would be disinclined to pursue an action against
23 Defendants because of an appreciable and justifiable fear of retaliation and
24 permanent damage to their lives, careers, and well-being;
- 25 f. Proof of a common business practice or factual pattern, of which the members
26 of the Classes experienced, is representative of the Classes herein and will
27 establish the right of each of the members of the Classes to recover on the
28 causes of action alleged herein;

- 1 g. Absent class treatment, the prosecution of separate actions by the individual
2 members of the Classes, even if possible, would likely create:
- 3 i) a substantial risk of each individual plaintiff presenting in separate,
4 duplicative proceedings the same or essentially similar arguments and
5 evidence, including expert testimony;
- 6 ii) a multiplicity of trials conducted at enormous expense to both the
7 judicial system and the litigants;
- 8 iii) inconsistent or varying verdicts or adjudications with respect to the
9 individual members of the Classes against Defendants;
- 10 iv) potentially incompatible standards of conduct for Defendants; and
- 11 v) potentially incompatible legal determinations with respect to
12 individual members of the Classes which would, as a practical matter,
13 be dispositive of the interest of the other members of the Classes who
14 are not parties to the adjudications or which would substantially
15 impair or impede the ability of the members of the Classes to protect
16 their interests.
- 17 h. The claims of the individual members of the Classes are not sufficiently large
18 to warrant vigorous individual prosecution considering all of the concomitant
19 costs and expenses attendant thereto;
- 20 i. Courts seeking to preserve efficiency and other benefits of class actions
21 routinely fashion methods to manage any individual questions; and
- 22 j. The Supreme Court of California urges trial courts, which have an obligation
23 to consider the use of innovative procedural tools to certify a manageable
24 class, to be procedurally innovative in managing class actions.

25 30. Well-defined Community of Interest: Plaintiffs also meet the established
26 standards for class certification, as follows:

- 27 a. Typicality: The claims of Plaintiff Paula Martinez are typical of the claims of
28 all members of the Classes she seeks to represent because all members of the

Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

b. Adequacy: Plaintiff Paula Martinez:

- i) is an adequate representative of the Classes she seeks to represent;
- ii) will fairly protect the interests of the members of the Classes;
- iii) has no interests antagonistic to the members of the Classes; and
- iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:

- i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay and/or overtime pay for all work hours to the members of the Wage Class;
- ii) Whether Defendants paid the appropriate overtime wages to the members of the Overtime Class;
- iii) Whether Defendants paid all overtime wages owed to the members of the Overtime Rate Class at the appropriate overtime pay rate;
- iv) Whether Defendants failed and continue to fail to provide legally-required meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Orders;
- v) Whether Defendants failed and continue to fail to authorize and permit paid legally-required rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage Orders;

- vi) Whether Defendants paid the legal and appropriate pay rate for meal and/or rest period penalty premium wages to the members of the Premium Rate Class;
- vii) Whether Defendants failed to fully reimburse for all work-related expenses incurred by the members of the Reimbursements Class;
- viii) Whether Defendants independently failed to timely furnish accurate, itemized and legal wage statements to the members of the Independent Wage Statement Class;
- ix) Whether Defendants derivatively failed to timely furnish accurate, itemized and legal wage statements to the members of the Derivative Wage Statement Class;
- x) Whether Defendants are liable under Labor Code § 203 to the members of the LC 203 Class;
- xi) Whether Defendants' conduct constitutes unfair business practices within the meaning of Business & Professions Code §§ 17200, et seq.;
- xii) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xiii) Whether the members of the Classes are entitled to injunctive relief;
- xiv) Whether the members of the Classes are entitled to restitution; and
- xv) Whether Defendants are liable for attorneys' fees and costs.

31. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

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V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

32. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

33. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

34. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

35. Labor Code § 1182.12, effective July 1, 2014, states, “Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code § 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code § 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or

1 more employees, the minimum wage shall be as follows: “From January 1, 2020, to December
2 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for
3 any employer who employs 26 or more employees, the minimum wage shall be as follows:
4 “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.”
5 Finally, under Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more
6 employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by
7 subdivision (c) - fifteen dollars (\$15) per hour.”

8 36. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a
9 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
10 compensation applicable to the employee is entitled to recover in a civil action the unpaid
11 balance of the full amount of this minimum wage or overtime compensation, including interest
12 thereon, reasonable attorney’s fees, and costs of suit.”

13 37. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
14 by the Labor Commission is unlawful.

15 38. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
16 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
17 Wage Order(s).

18 39. Under the IWC Wage Order(s), Defendants are required to pay the members of
19 the Wage Class for all hours worked, meaning the time during which an employee is subject to
20 the control of an employer, including all the time the employee is suffered or permitted to work,
21 whether or not required to do so.

22 40. Defendants, as a matter of established company policy and procedure, at each and
23 every one of the individual facilities owned and/or operated by Defendants, consistently:

24 a. Administered a uniform company policy and practice as to the pay policies
25 regarding the members of the Wage Class;

26 b. Required the members of the Wage Class to spend unpaid time under
27 Defendants’ control for work-related tasks without compensation. For
28 example, Defendants on occasion required the members of the Wage Class to

perform work-related tasks before clocking in, such as using their personal mobile devices for work-related tasks when off the clock and/or going through a lengthy log-on procedure before their shift, and required them to perform work-related tasks after clocking out, such as shredding paper, going through a lengthy log-off procedure, and/or communicating with staff. In addition, Defendants sometimes required the members of the Wage Class to perform work-related tasks during meal periods while they were clocked out; and

c. Suffered, permitted, and/or required the members of the Wage Class to work without paying for all time they were under Defendants' control.

41. Because Defendants required the members of the Wage Class to remain under Defendants' control without paying therefore, this resulted in the members of the Wage Class earning less than the legal minimum wage in the State of California.

42. Defendants' pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

43. Further, Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight time compensation paid and the applicable minimum wage, including interest thereon.

44. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

1 45. That calculation of individual damages for the members of the Wage Class may at
2 some point be required does not foreclose the possibility of taking common evidence on
3 questions regarding their entitlement to overtime compensation.

4 46. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
5 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

6 47. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
7 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY ALL OVERTIME WAGES**

10 **(On Behalf of the Overtime Class)**

11 **(Against All Defendants)**

12 48. Plaintiffs incorporate by reference and reallege each and every one of the
13 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
14 forth herein.

15 49. Labor Code § 204 establishes the fundamental right of all employees in the State
16 of California to be paid wages, including straight time and overtime, in a timely fashion for their
17 work.

18 50. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours
19 in one workday and any work in excess of 40 hours in any one workweek ... shall be
20 compensated at the rate of no less than one and one-half times the regular rate of pay for any
21 employee."

22 51. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a
23 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
24 compensation applicable to the employee is entitled to recover in a civil action the unpaid
25 balance of the full amount of this minimum wage or overtime compensation, including interest
26 thereon, reasonable attorney's fees, and costs of suit."

27 52. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
28 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC

1 Wage Order(s).

2 53. Defendants, as a matter of established company policy and procedure, at each and
3 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 4 a. Administered a uniform company policy and practice as to the pay policies
5 regarding Plaintiff and the members of the Overtime Class;
6 b. Scheduled to work and in fact required Plaintiff and the members of the
7 Overtime Class to work in excess of eight hours per workday and/or in excess
8 of 40 hours per workweek without paying overtime compensation for all
9 hours they were under Defendants' control; and
10 c. Failed to pay Plaintiff and the members of the Overtime Class overtime
11 compensation for all work accomplished in excess of eight hours per day
12 and/or 40 hours per week.

13 54. Defendants' pattern, practice and uniform administration of corporate policy
14 regarding illegal employee compensation as described herein is unlawful and creates an
15 entitlement, under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of
16 the Overtime Class, in a civil action, for the unpaid balance of the full amount of the overtime
17 premiums owing.

18 55. That calculation of individual damages for the members of the Overtime Class
19 may at some point be required does not foreclose the possibility of taking common evidence on
20 questions regarding their entitlement to overtime compensation.

21 56. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
22 the Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

23 57. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Class
24 request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

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THIRD CAUSE OF ACTION
FAILURE TO PAY ALL OVERTIME
WAGES AT THE LEGAL OVERTIME PAY RATE
(On Behalf of the Overtime Rate Class)
(Against All Defendants)

58. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

59. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

60. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

61. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on behalf of the employee.” (29 U.S.C. § 207(3).) The California Industrial Welfare Commission applies this standard for determining an employee’s regular rate of pay for overtime calculation purposes.

62. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

63. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

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1 64. Defendants, as a matter of established company policy and procedure, at each and
2 every one of the individual facilities owned and/or operated by Defendants, consistently:

3 a. Administered a uniform company policy and practice regarding the payment
4 of wages, including overtime and bonuses, to the members of the Overtime
5 Rate Class;

6 b. Scheduled to work and in fact required Plaintiff and the members of the
7 Overtime Class to work in excess of eight hours per workday and/or in excess
8 of 40 hours per workweek;

9 c. Failed to pay Plaintiff and the members of the Overtime Rate Class at the
10 legal overtime rate reflecting all applicable forms of remuneration, including
11 but not limited to bonuses, commissions, and/or incentive pay, as required by
12 law.

13 65. Defendants' pattern, practice, and uniform administration of corporate policy
14 regarding illegal employee compensation as described herein is unlawful and creates an
15 entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Overtime
16 Rate Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums
17 owing.

18 66. That calculation of individual damages for the members of the Overtime Rate
19 Class may at some point be required does not foreclose the possibility of taking common
20 evidence on questions regarding their entitlement to overtime compensation.

21 67. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of
22 the Overtime Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

23 68. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Rate
24 Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
25 action.

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FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE ALL MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

69. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

70. Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

71. Labor Code § 512 provides, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

72. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

73. Section 11(C) of the IWC Wage Orders provides, “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 relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written

1 agreement shall state that the employee may, in writing, revoke the agreement at any time.”

2 74. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to
3 provide an employee a meal period in accordance with the applicable provisions of this order, the
4 employer shall pay the employee 1 hour of pay at the employee’s regular rate of compensation
5 for each workday that the meal period is not provided.”

6 75. On one or more occasions, the members of the Meal Period Class worked over
7 five hours per shift and therefore were entitled to an uninterrupted meal period of not less than
8 30 minutes prior to exceeding five hours of employment.

9 76. Further, on one or more occasions, some members of the Meal Period Class
10 worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal
11 period of not less than 30 minutes prior to exceeding 10 hours of employment.

12 77. The members of the Meal Period Class did not validly or legally waive their meal
13 periods, by mutual consent with Defendants or otherwise.

14 78. The members of the Meal Period Class did not enter into any written agreement
15 with Defendants agreeing to an on-duty paid meal period.

16 79. As a matter of Defendants’ established company policy, Defendants failed to
17 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
18 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
19 Meal Period Class with a first and in some cases a second legally compliant meal period.

20 80. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c)
21 which states “If an employer fails to provide an employee a meal or rest or recovery period in
22 accordance with a state law, including, but not limited to, an applicable statute or applicable
23 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
24 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
25 pay the employee one additional hour of pay at the employee's regular rate of compensation for
26 each workday that the meal or rest or recovery period is not provided.,” the members of the Meal
27 Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each
28 employee’s regular rate of compensation for each work day that the meal period was not

provided, in a sum to be proven at trial.

81. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

FIFTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS

(On Behalf of the Rest Period Class)

(Against All Defendants)

82. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

83. Labor Code § 226.7(b) provides “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

84. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

85. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than 3 ½ hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

86. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

1 87. The members of the Rest Period Class sometimes worked over four hours per
2 shift. Further, the members of the Rest Period Class sometimes worked over six hours per shift,
3 and in some cases over 10 hours per shift.

4 88. The members of the Rest Period Class were entitled to a rest period of not less
5 than 10 minutes for every four hours of work, or major fraction thereof.

6 89. As a matter of Defendants' established company policy, Defendants failed to
7 always authorize and permit all required rest periods established by Labor Code §§ 226.7 and
8 516, and Section 12 of the IWC Wage Order(s).

9 90. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which
10 states "If an employer fails to provide an employee a meal or rest or recovery period in
11 accordance with a state law, including, but not limited to, an applicable statute or applicable
12 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
13 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
14 pay the employee one additional hour of pay at the employee's regular rate of compensation for
15 each workday that the meal or rest or recovery period is not provided," the members of the Rest
16 Period Class are entitled to damages in an amount equal to one additional hour of pay at each
17 employee's regular rate of compensation for each work day that one or more rest periods were
18 not so provided.

19 91. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest
20 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PAY PREMIUM WAGES AT THE LEGAL PAY RATE**

23 **(On Behalf of the Premium Rate Class)**

24 **(Against All Defendants)**

25 92. Plaintiffs incorporate by reference and reallege each and every one of the
26 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
27 forth herein.

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1 93. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
2 amend working condition orders with respect to break periods, meal periods, and days of rest for
3 any workers in California consistent with the health and welfare of those workers.”

4 94. Section 11(C) of the IWC Wage Orders provides that “Unless the employee is
5 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on
6 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted
7 only when the nature of the work prevents an employee from being relieved of all duty and when
8 by written agreement between the parties an on-the-job paid meal period is agreed to. The
9 written agreement shall state that the employee may, in writing, revoke the agreement at any
10 time.”

11 95. Section 11(D) of the IWC Wage Order(s) provides that “If an employer fails to
12 provide an employee a meal period in accordance with the applicable provisions of this order, the
13 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
14 compensation for each workday that the meal period is not provided.”

15 96. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
16 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
17 of each work period. The authorized rest period time shall be based on the total hours worked
18 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
19 However, a rest period need not be authorized for employees whose total daily work time is less
20 than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
21 worked for which there shall be no deduction from wages.”

22 97. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails to provide
23 an employee a rest period in accordance with the applicable provisions of this order, the
24 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
25 compensation for each workday that the rest period is not provided.”

26 98. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on
27 behalf of the employee.” (29 U.S.C. § 207(3).) The California Industrial Welfare Commission
28 applies this standard for determining an employee’s regular rate of pay for overtime calculation

1 purposes.

2 99. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, states in pertinent
3 part, “Under California law, employers must provide employees with overtime pay when
4 employees work more than a certain amount of time. ... To calculate overtime pay, [Labor Code]
5 section 510(a) requires an employer to compensate an employee by a multiple of the employee’s
6 ‘regular rate of pay.’ ... If an employer does not provide an employee with a compliant meal,
7 rest, or recovery period, section 226.7, subdivision (c) (section 226.7(c)) requires the employer to
8 ‘pay the employee one additional hour of pay at the employee’s regular rate of compensation.’
9 The question here is whether the Legislature intended ‘regular rate of compensation’ under
10 section 226.7(c) to have the same meaning as ‘regular rate of pay’ under section 510(a), such that
11 the calculation of premium pay for a noncompliant meal, rest, or recovery period, like the
12 calculation of overtime pay, must account for not only hourly wages but also other
13 nondiscretionary payments for work performed by the employee. We hold that the terms are
14 synonymous: ‘regular rate of compensation’ under section 226.7(c), like ‘regular rate of pay’
15 under section 510(a), encompasses all nondiscretionary payments, not just hourly wages.”

16 100. As a matter of Defendants’ established company policy, Defendants failed to
17 always comply with the meal and/or rest period premium penalty payment requirements
18 established by *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, Labor Code §§
19 226.7, 512, and 516, and Section 11 and/or 12 of the IWC Wage Order(s).

20 101. Under Section 11(D) and/or Section 12 of the IWC Wage Order(s) and Labor
21 Code § 226.7(b)/(c), which states “if an employer fails to provide an employee a meal or rest
22 period in accordance with an applicable order of the Industrial Welfare Commission, the
23 employer shall pay the employee one additional hour of pay at the employee’s regular rate of
24 compensation for each work day that the meal or rest period is not provided,” the members of the
25 Premium Rate Class were entitled to damages in an amount equal to one additional hour of pay
26 at each employee’s regular rate of compensation for each work day that a meal and/or rest period
27 was not provided, in a sum to be proven at trial.

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1 102. However, Defendants, as a matter of established company policy and procedure,
2 at each and every one of the individual facilities owned and/or operated by Defendants,
3 consistently:

- 4 a. Administered a uniform company policy and practice regarding the payment
5 of wages, including premium pay, to the members of the Premium Rate Class;
6 b. Paid the members of the Premium Rate Class meal and/or rest period premium
7 wages not at the regular rate of pay, but at a base rate of pay or otherwise,
8 and/or not including “all [applicable] remuneration paid to, or on behalf of the
9 employee”; and
10 c. As such, failed to pay the members of the Premium Rate Class all
11 compensation owed, as required by law.

12 103. Defendants’ pattern, practice, and uniform administration of corporate policy
13 regarding illegal employee compensation as described herein is unlawful and creates an
14 entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Premium
15 Rate Class, in a civil action, for the unpaid balance of the full amount of the meal and/or rest
16 period premiums owing.

17 104. That calculation of individual damages for the members of the Premium Rate
18 Class may at some point be required does not foreclose the possibility of taking common
19 evidence on questions regarding their entitlement to overtime compensation.

20 105. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of
21 the Premium Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

22 106. Under Labor Code §§ 218.5 and/or 1194, the members of the Premium Rate Class
23 request that the Court award reasonable attorneys’ fees and costs incurred by them in this action.

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SEVENTH CAUSE OF ACTION
FAILURE TO FULLY REIMBURSE WORK EXPENSES
(On Behalf of the Reimbursements Class)
(Against All Defendants)

107. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

108. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

109. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

110. As a matter of Defendants’ established company policy, the members of the Reimbursements Class were and are required by Defendants to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to personal mobile devices, personal computers, and internet access expenses for work-related activities.

111. Defendants are legally required to reimburse the members of the Reimbursements Class for all necessary expenditures.

112. Defendants failed to fully and reasonably reimburse the members of the Reimbursements Class for all necessary expenditures, including but not limited to the aforementioned expenditures.

113. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the members of the Reimbursements Class are entitled to recovery from Defendants of the unpaid balance for all necessary expenditures, including but not limited to the aforementioned expenditures.

1 114. As a proximate result of the aforementioned violations of Labor Code § 450(a)
2 and § 2802(a), the members of the Reimbursements Class have been damaged in an amount
3 according to proof at the time of trial.

4 115. Under Labor Code § 2802(b), the members of the Reimbursements Class request
5 that the Court award interest at the same rate as judgments in civil actions, accruing from the
6 date on which each member of the Reimbursements Class incurred the necessary expenditure or
7 loss.

8 116. Under Labor Code § 2802(c), the members of the Reimbursements Class request
9 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

10 **EIGHTH CAUSE OF ACTION**
11 **INDEPENDENT FAILURE TO TIMELY**
12 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
13 **(On Behalf of the Independent Wage Statement Class)**
14 **(Against All Defendants)**

15 117. Plaintiffs incorporate by reference and reallege each and every one of the
16 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
17 forth herein.

18 118. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly
19 or at the time of each payment of wages, furnish each of his or her employees, either as a
20 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
21 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
22 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
23 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
24 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
25 each the pay period and the corresponding number of hours worked at each hourly rate by the
26 employee...."

27 119. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not
28 and still do not furnish each of the members of the Independent Wage Statement Class with an

1 accurate itemized statement in writing showing all applicable hourly rates in effect during the
2 pay period.

3 120. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
4 employee suffers injury if the employer fails to provide accurate and complete information as
5 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
6 promptly and easily ascertain required information without reference to other documents or
7 information.

8 121. Here, the members of Independent Wage Statement Class suffered injury because
9 Defendants failed to provide accurate and complete information as required by one or more items
10 listed in Labor Code § 226(a)(1)-(9) and the Independent Wage Statement Class members could
11 not and cannot promptly and easily ascertain required information without reference to other
12 documents or information.

13 122. In addition, the members of the Independent Wage Statement Class have suffered
14 injury as a result of Defendants' failure to maintain accurate records for the members of the
15 Independent Wage Statement Class in that the members of the Independent Wage Statement
16 Class were not timely provided written accurate itemized statements showing all required
17 information, including but not limited to all applicable hourly rates in effect during the pay
18 period, in violation of Labor Code § 226, such that the members of the Independent Wage
19 Statement Class were misled by Defendants as to the correct information regarding various
20 items, including but not limited to all applicable hourly rates in effect during the pay period.

21 123. The actual injuries suffered by the members of the Independent Wage Statement
22 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
23 the members of the Independent Wage Statement Class include but are not limited to:

24 a. That such practice prevents the members of the Independent Wage Statement
25 Class from being able to effectively challenge information on their wage
26 statements; and/or

27 b. The difficulty and expense of filing and maintaining this lawsuit and the
28 discovery required to collect and analyze the very information that California

1 law requires.

2 124. Under Labor Code § 226(e), the members of the Independent Wage Statement
3 Class are entitled to \$50.00 per employee for the initial pay period in which a violation
4 hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not
5 exceeding an aggregate penalty of \$4,000.00.

6 125. Under Labor Code § 226(g), the currently-employed members of the Independent
7 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
8 Labor Code § 226.

9 126. Under Labor Code §§ 226(e)/(g), the members of the Independent Wage
10 Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

11 **NINTH CAUSE OF ACTION**

12 **DERIVATIVE FAILURE TO TIMELY**

13 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

14 **(On Behalf of the Derivative Wage Statement Class)**

15 127. Plaintiffs incorporate by reference and reallege each and every one of the
16 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
17 forth herein.

18 128. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly
19 or at the time of each payment of wages, furnish each of his or her employees, either as a
20 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
21 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
22 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
23 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
24 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
25 each the pay period and the corresponding number of hours worked at each hourly rate by the
26 employee...."

27 129. Further, the IWC Wage Orders § 7(A) states in pertinent part, "(A) Every
28 employer shall keep accurate information with respect to each employee including the following:

1 (3) Time records showing when the employee begins and ends each work period. Meal periods,
2 split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked
3 in the payroll period and applicable rates of pay....”

4 130. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A),
5 California employers are required to maintain accurate records pertaining to the total hours
6 worked for Defendants by the members of the Derivative Wage Statement Class, including but
7 not limited to, beginning and ending of each work period, meal period and split shift interval, the
8 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

9 131. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
10 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative
11 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages
12 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or
13 (5) all applicable hourly rates in effect during each respective pay period and the corresponding
14 number of hours worked at each hourly rate by each respective individual.

15 132. As set forth herein in prior causes of action, Defendants failed to pay the members
16 of the Derivative Wage Statement Class all wages due and owing.

17 133. As a derivative result of this failure to pay wages and as a pattern and practice in
18 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
19 not maintain accurate records pertaining to the total hours worked for Defendants by the
20 members of the Derivative Wage Statement Class, including but not limited to, beginning and
21 ending of each work period, meal period interval, total daily hours worked, total hours worked
22 per pay period, and the applicable rates of pay.

23 134. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
24 employee suffers injury if the employer fails to provide accurate and complete information as
25 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
26 promptly and easily ascertain requisite information without reference to other documents or
27 information.

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1 135. Here, the members of Derivative Wage Statement Class suffered injury because,
2 due to Defendants' failure to pay all wages due and owing, Defendants derivatively failed to
3 provide accurate and complete information as required by one or more items listed in Labor
4 Code § 226(a)(1)-(9).

5 136. In addition, the members of the Derivative Wage Statement Class have suffered
6 injury as a result of Defendants' failure to maintain accurate records for the members of the
7 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class
8 were not timely provided written accurate itemized statements showing all requisite information,
9 including but not limited to total hours worked by the employee, net wages earned and all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),
12 such that the members of the Derivative Wage Statement Class were misled by Defendants as to
13 the correct information regarding various items, including but not limited to total hours worked
14 by the employee, net wages earned and all applicable hourly rates in effect during the pay period
15 and the corresponding number of hours worked at each hourly rate.

16 137. The actual injuries suffered by the members of the Derivative Wage Statement
17 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
18 the members of the Derivative Wage Statement Class include but are not limited to:

- 19 a. Confusion over whether they received all wages owed them by Defendants;
- 20 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 21 c. Being forced to engage in mathematical computations to analyze whether
22 Defendants' wages in fact compensated for all hours worked;
- 23 d. The inability to accurately calculate wage rates complicated by the fact that
24 wage statement information required by Labor Code § 226 is missing;
- 25 e. That such practice prevents the members of the Derivative Wage Statement
26 Class from being able to effectively challenge information on their wage
27 statements; and/or

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1 f. The difficulty and expense of filing and maintaining this lawsuit, and the
2 discovery required to collect and analyze the very information that California
3 law requires.

4 138. Under Labor Code § 226(e), the members of the Derivative Wage Statement
5 Class are entitled to \$50.00 per employee for the initial pay period in which a violation
6 hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not
7 exceeding an aggregate penalty of \$4,000.00.

8 139. Under Labor Code § 226(g), the currently-employed members of the Derivative
9 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
10 Labor Code § 226.

11 140. Under Labor Code §§ 226(e)/(g), the members of the Derivative Wage Statement
12 Class are also entitled to an award of costs and reasonable attorneys' fees.

13 **TENTH CAUSE OF ACTION**

14 **VIOLATIONS OF LABOR CODE §§ 201-202**

15 **(On Behalf of the LC 203 Class)**

16 **(Against All Defendants)**

17 141. Plaintiffs incorporate by reference and reallege each and every one of the
18 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
19 forth herein.

20 142. Labor Code § 203 provides that if an employer willfully fails to pay, without
21 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
22 employee who is discharged or who quits, the wages of the employee shall continue at the same
23 rate, for up to 30 days from the due date thereof, until paid or until an action therefor is
24 commenced.

25 143. The members of the Derivative LC 203 Class are no longer employed by
26 Defendants as they were either discharged from or quit Defendants' employ.

27 144. Defendants had a consistent and uniform policy, practice and procedure of
28 willfully failing to pay the earned wages of Defendants' former employees, as set forth above,

1 according to amendment or proof.

2 145. As set forth above, Defendants willfully failed to pay the members of the
3 Derivative LC 203 Class their entire wages due and owing at the time of their termination or
4 within seventy-two hours of their resignation and failed to pay those sums for up to 30 days
5 thereafter.

6 146. Defendants' willful failure to pay wages to the members of the Derivative LC 203
7 Class violates Labor Code § 203 because Defendants knew or should have known wages were
8 due to the members of the Derivative LC 203 Class, as set forth above, but Defendants failed to
9 pay them.

10 147. Thus, the members of the Derivative LC 203 Class are entitled to recovery under
11 Labor Code § 203.

12 **ELEVENTH CAUSE OF ACTION**
13 **PENALTIES UNDER LABOR CODE § 2699**
14 **(On Behalf of the Aggrieved Employees)**
15 **(Against All Defendants)**

16 148. Plaintiffs incorporate by reference and reallege each and every one of the
17 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
18 forth herein.

19 **A. FAILURE TO PAY SICK PAY AT THE LEGAL PAY RATE**

20 149. Labor Code § 246(a) states: "(a) An employee who, on or after July 1, 2015,
21 works in California for the same employer for 30 or more days within a year from the
22 commencement of employment is entitled to paid sick days as specified in this section.

23 150. Labor Code § 246(b)(1) states: "An employee shall accrue paid sick days at the
24 rate of not less than one hour per every 30 hours worked, beginning at the commencement of
25 employment or the operative date of this article, whichever is later, subject to the use and accrual
26 limitations set forth in this section."

27 151. Labor Code § 246(l) states: "For the purposes of this section, an employer shall
28 calculate paid sick leave using any of the following calculations:

1 (1) Paid sick time for nonexempt employees shall be calculated in the same
2 manner as the regular rate of pay for the workweek in which the employee
3 uses paid sick time, whether or not the employee actually works overtime in
4 that workweek.

5 (2) Paid sick time for nonexempt employees shall be calculated by dividing the
6 employee's total wages, not including overtime premium pay, by the
7 employee's total hours worked in the full pay periods of the prior 90 days of
8 employment.

9 (3) Paid sick time for exempt employees shall be calculated in the same manner
10 as the employer calculates wages for other forms of paid leave time."

11 152. Defendants, as a matter of established company policy and procedure, at each and
12 every one of the individual facilities owned and/or operated by Defendants, during the relevant
13 time period:

14 a. Administered a uniform company policy and practice as to the pay policies
15 regarding Plaintiff and the aggrieved employees; and

16 b. Failed to pay Plaintiff and the aggrieved employees for paid sick days in a
17 manner that fully complies with Labor Code § 246(l).

18 153. Defendants' pattern, practice and uniform administration of corporate policy
19 regarding illegal employee compensation as described herein is unlawful and creates an
20 entitlement to recovery by the aggrieved employees, in a civil action, to the extent allowed by
21 law.

22 **B. PENALTIES ASSESSED UNDER LABOR CODE § 2699**

23 154. Under Labor Code § 2699(a) (which provides that any provision of the Labor
24 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
25 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
26 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
27 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
28 establishes a civil penalty for violations of all Labor Code provisions except those for which a

1 civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable
2 civil penalties, as follows:

- 3 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
4 violations of the Labor Code except for those for which a civil penalty is
5 specifically provided, in the amount of \$100 for each aggrieved employee per
6 pay period for the initial violation; and \$200 for each aggrieved employee per
7 pay period for each subsequent violation;
- 8 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
9 entirely independent and apart from any other penalty provided in the Labor
10 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
11 each underpaid aggrieved employee for each pay period the aggrieved
12 employee was underpaid, and \$100 for each subsequent violation for each
13 underpaid employee for each pay period for which the employee was
14 underpaid;
- 15 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
16 and entirely independent and apart from any other penalty provided in the
17 Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount
18 of \$100 for each underpaid aggrieved employee for each pay period the
19 aggrieved employee was intentionally underpaid, and \$250 for each
20 subsequent violation for each underpaid aggrieved employees regardless of
21 whether the initial violation was intentionally committed;
- 22 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and
23 entirely independent and apart from any other penalty provided in the Labor
24 Code), for each employee who is/was not paid wages in accordance with
25 Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for
26 each aggrieved employee per pay period for each initial violation, and \$200
27 for each aggrieved employee per pay period for each subsequent violation;

28 ///

- 1 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
2 entirely independent and apart from any other penalty provided in the Labor
3 Code), for each violation of Labor Code § 226(a), in the amount of \$250 for
4 each aggrieved employee per pay period for each violation and \$1,000 for
5 each aggrieved employee per pay period for each subsequent violation; and
6 f. As applicable, for any and all additional civil penalties and sums as provided
7 by the Labor Code and/or other relevant statutes.

8 155. In addition, Plaintiff seeks and is entitled to 75% of all penalties obtained under
9 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees
10 about their rights and responsibilities under the Labor Code, and 25% to Plaintiff and all other
11 similarly situated aggrieved employees.

12 156. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under
13 Labor Code §§ 2699(g)(1) and any other applicable statute.

14 157. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved
15 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
16 listed in Section 2699.5 shall commence only after the following requirements have been met:
17 (1) (A) The aggrieved employee or representative shall give written notice by online filing with
18 the Labor and Workforce Development Agency and by certified mail to the employer of the
19 specific provisions of this code alleged to have been violated, including the facts and theories to
20 support the alleged violation."

21 158. Labor Code § 2699.3(c)(1) states in pertinent part: "A civil action by an aggrieved
22 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
23 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
24 commence only after the following requirements have been met: (1) (A) The aggrieved
25 employee or representative shall give written notice by online filing with the Labor and
26 Workforce Development Agency and by certified mail to the employer of the specific provisions
27 of this code alleged to have been violated, including the facts and theories to support the alleged
28 violation."

1 159. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code
2 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,
3 Labor Code § 2699.3(a) and § 2699.3(c) apply to this action.

4 160. On September 13, 2023, Plaintiffs complied with Labor Code § 2699.3(a) and
5 Labor Code § 2699.3(c) in that Plaintiffs gave written notice by online filing with the LWDA
6 and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have
7 been violated, including the facts and theories to support the alleged violations. Attached hereto
8 as Exhibit 1 is Plaintiffs' LWDA letter.

9 161. As of November 17, 2023 (65 calendar days after Plaintiffs' September 13, 2023,
10 LWDA letter was filed online), Plaintiffs had not received any notification that the LWDA
11 intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code
12 § 2699.3(a) and have been given authorization therefrom to commence a civil action which
13 includes a cause of action under Labor Code § 2699.

14 162. Further, as of October 16, 2023 (33 calendar days after Plaintiffs' September 13,
15 2023, LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received
16 from Defendants written notice by certified mail that the alleged violations have been cured,
17 including a description of actions taken. As such, Plaintiffs have complied with Labor Code §
18 2699.3(c) and have been given authorization therefrom to commence a civil action which
19 includes a cause of action under Labor Code § 2699.

20 **TWELVETH CAUSE OF ACTION**

21 **UNFAIR BUSINESS PRACTICES**

22 **(On Behalf of the 17200 Class)**

23 **(Against All Defendants)**

24 163. Plaintiffs incorporate by reference and reallege each and every one of the
25 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
26 forth herein.

27 164. Business & Professions Code § 17200 provides, in pertinent part, "unfair
28 competition shall mean and include any unlawful, unfair or fraudulent business act."

1 165. Business & Professions Code § 17205 provides that unless otherwise expressly
2 provided, the remedies or penalties provided for unfair competition “are cumulative to each other
3 and to the remedies or penalties available under all other laws of this state.”

4 166. Business & Professions Code § 17204 provides that an action for any relief from
5 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
6 money or property as a result of such unfair competition.

7 167. Defendants have engaged in unlawful, unfair and fraudulent business acts or
8 practices prohibited by Business & Professions Code § 17200, including those set forth in the
9 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the
10 17200 Class of the minimum working standards and conditions due to them under the Labor
11 Code and/or the IWC Wage Orders, as specifically described herein.

12 168. Defendants have engaged in unfair business practices in California by practicing,
13 employing and utilizing the employment practices outlined in the preceding paragraphs,
14 specifically, by requiring employees to perform the labor services complained of herein without
15 the requisite compensation.

16 169. Defendants have further engaged in unfair business practices in California by
17 failing to always provide paid sick days paid at the regular rate of pay in violation of Labor Code
18 § 246(l).

19 170. Defendants’ use of such practices constitutes an unfair business practice and
20 unfair competition and provides an unfair advantage over Defendants’ competitors.

21 171. Plaintiffs have suffered injury in fact and have lost money or property as a result
22 of such unfair competition.

23 172. Plaintiffs seek full restitution from Defendants, as necessary and according to
24 proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by
25 means of the unfair practices complained of herein.

26 173. Further, if Defendants are not enjoined from the conduct set forth above,
27 Defendants will continue to practice, employ, and utilize the employment practices outlined in
28 the preceding paragraphs.

1 As to the Third Cause of Action for Failure to Pay All Overtime Wages at the Legal Overtime

2 Pay Rate:

3 j. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
4 regarding wages due and owing, according to proof;

5 k. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a), and
6 Civil Code § 3287;

7 l. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
8 and/or 1194(a);

9 As to the Fourth Cause of Action for Failure to Provide Meal Periods:

10 m. For one hour of pay at the regular rate of compensation for each member of the
11 Meal Period Class for each workday that a meal period was not provided;

12 n. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
13 3287;

14 As to the Fifth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

15 o. For one hour of pay at the regular rate of compensation for each member of the
16 Rest Period Class for each workday that a rest period was not provided;

17 p. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
18 3287;

19 As to the Sixth Cause of Action for Failure to Pay Premium Wages At the Legal Pay Rate:

20 q. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
21 regarding wages due and owing, according to proof;

22 r. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and
23 Civil Code §3287;

24 s. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
25 and/or 1194(a);

26 As to the Seventh Cause of Action for Unpaid Reimbursements for Work Expenses:

27 t. For recovery of the unpaid balance for all necessary expenditures and losses
28 incurred in direct consequence of the discharge of Defendants' duties;

1 u. For interest thereon at the same rate as judgments in civil actions, accruing from
2 the date on which each member of the Reimbursements Class incurred the necessary expenditure
3 or loss, under Labor Code § 2802(b);

4 v. For reasonable attorneys' fees and costs under Labor Code § 2802(c);
5 As to the Eighth Cause of Action for Independent Failure to Timely Furnish Accurate Itemized
6 Wage Statements:

7 w. For recovery as authorized by Labor Code § 226(e);
8 x. For an award of costs and reasonable attorneys' fees under Labor Code §§
9 226(e)/(g);

10 As to the Ninth Cause of Action for Derivative Failure to Timely Furnish Accurate Itemized
11 Wage Statements:

12 y. For recovery as authorized by Labor Code § 226(e);
13 z. For an award of costs and reasonable attorneys' fees under Labor Code §§
14 226(e)/(g);

15 As to the Tenth Cause of Action for Violations of Labor Code §§ 201-202:

16 aa. For recovery as authorized by Labor Code § 203;

17 As to the Eleventh Cause of Action for Penalties Under Labor Code § 2699:

18 bb. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
19 entirely independent and apart from other penalties in the Labor Code and for
20 Labor Code violations without a specific civil penalty, in the amount of \$100 for
21 each aggrieved employee per pay period for each violation, and \$200 for each
22 aggrieved employee per pay period for each subsequent violation;

23 cc. As applicable, for civil penalties under Labor Code § 558, in addition to and
24 entirely independent and apart from other penalties in the Labor Code, as follows:

- 25 i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
26 employee for each pay period for which the employee was underpaid; and
27 ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved
28 underpaid employee for each pay period for which the employee was

- 1 underpaid;
- 2 dd. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
- 3 entirely independent and apart from other penalties in the Labor Code, as follows:
- 4 i. For any initial violation that is intentionally committed, \$100 for each
- 5 aggrieved underpaid employee for each pay period for which the employee
- 6 was underpaid; and
- 7 ii. For each subsequent violation, regardless of whether the initial violation is
- 8 intentionally committed, \$250 for each aggrieved underpaid employee for
- 9 each pay period for which the employee was underpaid;
- 10 ee. As applicable, for civil penalties under Labor Code § 210, in addition to and
- 11 entirely independent and apart from other penalties in the Labor Code, in the
- 12 amount of \$100 for each aggrieved employee per pay period for each violation,
- 13 and \$200 for each aggrieved employee per pay period for each subsequent
- 14 violation;
- 15 ff. As applicable, for civil penalties under Labor Code § 226.3, in addition to and
- 16 entirely independent and apart from other penalties in the Labor Code, in the
- 17 amount of \$250 for each aggrieved employee per pay period for each violation,
- 18 and \$1,000 for each aggrieved employee per pay period for each subsequent
- 19 violation;
- 20 gg. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code
- 21 §§ 2699(g)(1) and any other applicable statute; and
- 22 hh. For such relief as this Court may deem just and proper;
- 23 As to the Twelfth Cause of Action for Unfair Business Practices:
- 24 ii. For an accounting, under administration of Plaintiffs and/or the receiver and
- 25 subject to Court review, to determine the amount to be returned by Defendants, and the amounts
- 26 to be refunded to members of the Classes who are owed monies by Defendants;
- 27 jj. For an Order requiring Defendants to identify each of the members of the Classes
- 28 by name, home address, home telephone number and, if available, email address;

1 kk. For an Order requiring Defendants to make full restitution and payment under
2 California law;

3 ll. For an Order for a preliminary and/or permanent injunction prohibiting
4 Defendants from engaging in the acts complained of herein;

5 mm. For the creation of an administrative process wherein each injured member of the
6 Classes may submit a claim in order to receive his/her money;

7 nn. For all other appropriate injunctive, declaratory and equitable relief;

8 oo. For interest to the extent permitted by law;

9 pp. For an award of attorneys' fees and costs incurred in the investigation, filing and
10 prosecution of this action under Code of Civil Procedure § 1021.5, Business & Professions Code
11 §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law;

12 As to All Causes of Action:

13 qq. For such relief as this Court may deem just and proper, including reasonable
14 attorneys' fees and costs incurred.

15 **VII.**

16 **DEMAND FOR JURY TRIAL**

17 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

18 Dated: December 22, 2023

D.LAW, INC.

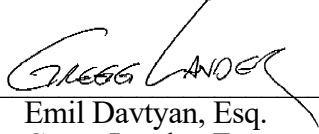
19 By: 
20 Emil Davtyan, Esq.
21 Gregg Lander, Esq.
22 Vanessa M. Ruggles, Esq.
23 Attorneys for Plaintiffs
24
25
26
27
28

EXHIBIT 1

September 13, 2023

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: LA Financial Federal Credit Union ("Employer")

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency, and the Employer

From: Paula Martinez ("Employee"), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code §§ 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period each Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees and utilized consistent policies and procedures regarding the Employee and all such other aggrieved employees, as follows:

First, the Employee and all other similarly situated aggrieved employees spent time under the Employer's control, but were not paid therefore. For example, the Employer on occasion required the Employee and all other aggrieved employees to perform work-related tasks before clocking in, such as using their personal mobile devices for work-related tasks when off the clock and/or going through a lengthy log-on procedure before their shift, and required them to perform work-related tasks after clocking out, such as shredding paper, going through a lengthy log-off procedure, and/or communicating with staff. In addition, the Employer sometimes required the Employee and all other aggrieved employees to perform work-related tasks during meal periods while they were clocked out for a meal period. As such, in all of these circumstances, the Employer failed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and all other similarly situated aggrieved employees were subject to the Employer's control, in violation of Labor Code §§ 510, 1194, 1197, and 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employee and all other similarly situated aggrieved employees performed work for the Employer and sometimes worked over eight hours in a day and/or 40 hours in a week. However, the Employer failed to always pay the Employee and all other aggrieved employees for all overtime hours worked at the appropriate overtime pay rate. As such, the Employer has violated Labor Code §§ 510, 1194, 1197, and 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Third, the Employee and all other aggrieved employees were paid certain forms of non-discretionary pay, including but not limited to bonuses, commissions, and/or incentive pay. However, the Employer did not include all forms of remuneration in the overtime pay rate when the Employee and other aggrieved employees worked overtime. As such, the Employer violated



Labor Code §§ 510, 1194, 1197, 1198, and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Fourth, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees because Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and all other aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shift. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512, and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employer failed to always authorize and permit paid rest breaks to the Employee and all other similarly situated aggrieved employees within the first four hours of their shift or major fraction thereof and each subsequent four hours worked thereafter or major fraction thereof. Further, the Employer did not relinquish all control of the Employee and all other similarly situated aggrieved employees during rest breaks. As such, the Employee and all other similarly situated aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not pay a rest period penalty for any of these violations. As such, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order ¶ 12(A)/(B), and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Sixth, the Employer sometimes paid the Employee and all other similarly situated aggrieved employees premium pay for meal and/or rest period violations. However, the Employer failed to always comply with the meal and/or rest period penalty payment requirements established by *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, Labor Code §§ 226.7, 512, 516, and Section 11 and/or 12 of the IWC Wage Order(s). Specifically, the Employer failed to always include all forms of remuneration in the calculation of the regular rate of pay. As such, the Employer owes the Employee and all other similarly situated aggrieved employees unpaid wages, in violation of Labor Code §§ 1194 and 226.7(c) and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Seventh, the Employee and all other similarly situated aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to expenses for the work-required use of personal mobile device, personal computer, and home internet for work related purposes. However, the Employer failed to reimburse for these expenses. As such, the Employer violated Labor Code §§ 450 and 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for all business expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

Eighth, regarding wage statements, under Labor Code § 226(a) and the applicable Industrial Wage Order, the Employer is required to include certain information on an employee's wage statement. Here, the Employer issued improper wage statements to the Employee and all other similarly situated aggrieved employees because the Employer's wage statements did not always contain all requisite information, including but not limited to all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As such, the Employer independently violated Labor Code § 226 and owes



PAGA Administrator
Re: LA Financial Federal Credit Union
September 13, 2023

penalties under Labor Code §§ 2699(f) and/or 226.3.

Ninth, also regarding wage statements, and in addition to the independent violations of Labor Code § 226 above, as stated, because the Employer allegedly failed to pay all wages as set forth above, improper wage statements were issued by the Employer to the Employee and all other similarly situated aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Tenth, regarding waiting time penalties, because the Employer failed to pay all wages as set forth above, the Employee and all other similarly situated aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Therefore, because the Employer failed to pay all wages as set forth above, the Employer violated Labor Code §§ 201-202, and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Eleventh, and finally, the Employer failed to always provide the Employee and all other similarly situated aggrieved employees with paid sick days paid at the regular rate of pay. The Employee and all other similarly situated aggrieved employees worked for the Employer for 30 or more days after July 1, 2015, yet the Employer did not always pay said aggrieved employees for sick days at the regular rate of pay, in violation of Labor Code § 246(l). As such, the Employer owes the Employee and all other similarly situated aggrieved employees sick day pay at the regular rate of pay and owes penalties under Labor Code §§ 2699(a)/(f) and/or 558.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles



PAGA Administrator
Re: LA Financial Federal Credit Union
September 13, 2023

cc: (via Certified Mail)
LA Financial Federal Credit Union
177 E. Colorado Boulevard, Suite 900
Pasadena, CA 91105

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I, the undersigned, am over the age of 18 years and not a party to this action. My business
4 address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located
in Los Angeles County, where the service herein occurred.

5 On the date of execution hereof, I caused to be served the following attached document/s:

6 **FIRST AMENDED COMPLAINT**

7 on the interested parties in this action, addressed as follows:

8 Attorneys for Defendant LA Financial Credit Union:

9 Connie L. Chen, Esq.
10 JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017-5408
11 Tel.: (213) 689-0404 / Fax: (213) 689-0430
12 Email: Connie.Chen@jacksonlewis.com

13 using the following service method:

14 X **VIA MAIL:** I caused the document(s) to be served to be deposited at: 1635 Pontius
Avenue, Second Floor, Los Angeles, California, which is a mailbox or other like facility
15 regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid,
addressed to the person(s) on whom the document(s) is/are to be served, at the office address as
16 last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am
aware that on motion of any party served, service is presumed invalid if the postal cancellation
17 date or postage meter date is more than one (1) day after the date of deposit for mailing stated
herein.

18 I DECLARE under penalty of perjury that the foregoing is true and correct.

19 Executed on **December 22, 2023**, at Los Angeles, California.

20 
21 _____
Cindy Rivas