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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

CHARDAE WILLCOCKS, an individual,
on behalf of herself and others similarly
situated,

Plaintiff,

v.

LUMICITY LLC, a Delaware limited
liability company; ASCEN WORKFORCE,
LLC, a Delaware limited liability company;
BOTCO, INC. d/b/a THE BOT
COMPANY, a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Failure to Provide Accurate Wage Statements Under Labor Code § 226(a);
5. Failure to Timely Pay Wages Upon Termination Under Labor Code § 203;
6. Failure to Timely Pay Wages When Due Under Labor Code § 204;
7. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
8. Failure to Reimburse Necessary Business Expenses § 2802; and
9. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff CHARDAE WILLCOCKS (“Plaintiff”) brings this action on behalf of herself and the Class Members who are defined as “all current and former employees within the State of California who, at any time from four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants LUMICITY LLC, a Delaware limited liability company; ASCEN WORKFORCE, LLC, a Delaware limited liability company; BOTCO INC. d/b/a THE BOT COMPANY, a Delaware corporation; and DOES 1 through 50” (all defendants being collectively referred to herein as “Defendants”).

2. Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the California Business & Professions Code, and seeks redress for these violations.

3. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Class Members who served in similar and related positions.

THE PARTIES

A. The Plaintiff

4. Plaintiff CHARDAE WILLCOCKS resides in California, during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant LUMICITY LLC (“Lumicity”) is a Delaware limited liability company and lists its principal address with California Secretary of State in Los Angeles, California. Lumicity has been the employer listed on employment records issued to Plaintiff during the relevant time period that Plaintiff was employed with Defendants. Plaintiff is informed and believes, and thereupon alleges, that Lumicity conducts business in Los Angeles County, and throughout California, and employed, and continues to employ, individuals (including Plaintiff and Class members) in Los Angeles County, and throughout California.

1 6. Defendant ASCEN WORKFORCE, LLC (“Ascen Workforce”) is a Delaware
2 limited liability company and lists its principal address with California Secretary of State in San
3 Francisco, California. Ascen Workforce is listed as an employer on Plaintiff’s wage statements
4 during the relevant time period that Plaintiff was employed with Defendants. Plaintiff is informed
5 and believes, and thereupon alleges, that Ascen Workforce conducts business throughout California,
6 and employed, and continues to employ, individuals (including Plaintiff and Class members)
7 throughout California.

8 7. Defendant BOTCO, INC. d/b/a THE BOT COMPANY (“The Bot Company”) is a
9 Delaware corporation and lists its principal address with California Secretary of State in San
10 Francisco, California. The Bot Company exercised control over Plaintiff’s work conditions during
11 the relevant time period that Plaintiff was employed with Defendants. Plaintiff is informed and
12 believes, and thereupon alleges, that The Bot Company conducts business throughout California,
13 and employed, and continues to employ, individuals (including Plaintiff and Class members)
14 throughout California.

15 8. Additionally, under California Labor Code § 2810.3, Defendant BOTCO, INC. shares
16 with LUMICITY LLC; ASCEN WORKFORCE, LLC; and any other staffing agency it uses, in civil
17 legal responsibility for all workers supplied to Defendant BOTCO, INC. for their collective failure
18 to pay all earned wages. California Labor Code § 2810.3 requires that “A client employer shall share
19 with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that
20 labor contractor for...the payment of wages.” A “labor contractor” (here, LUMICITY LLC and
21 ASCEN WORKFORCE, LLC), is defined as “an individual or entity that supplies, either with or
22 without a contract, a client employer with workers to perform labor within the client employer’s
23 usual course of business.” “Client employer” (here BOTCO, INC.) is defined as “a business entity,
24 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
25 business from a labor contractor.” Upon information and belief, Defendant BOTCO, INC. is and has
26 been a client employer within the definition of Labor Code § 2810.3 and shares with LUMICITY
27 LLC and ASCEN WORKFORCE, LLC, the labor contractor(s), all civil legal responsibility and
28 civil liability for failure to pay all wages earned by Plaintiff and the Class Members.

9. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Class Members. Defendants, and each of them, exercised control over the wages, hours or working conditions of Class Members, or suffered or permitted Class Members to work, or engaged, thereby creating a common law employment relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly employed Class Members.

11. Whenever and wherever reference is made in this Complaint to any act by a defendant or defendants, such allegations and references shall also be deemed to mean the acts and failures to act of each defendant acting individually, jointly, and severally.

12. Whenever and wherever reference is made to individuals who are not named as a Defendant in this Complaint but were agents, servants, employees and/or supervisors of Defendants, such individuals at all relevant times acted on behalf of Defendants within the scope of their employment.

JURISDICTION AND VENUE

13. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Class Members of Defendants pursuant to California

1 Code of Civil Procedure § 382.

2 14. Venue as to Defendants is also proper in this judicial district pursuant to California
3 Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities
4 giving rise to this lawsuit occurred in part in San Francisco County. Defendants employed Plaintiff
5 and other Class Members in San Francisco County, while doing business throughout California.

6 **FACTUAL BACKGROUND**

7 15. Class Members consistently worked at Defendants behest without being paid all
8 wages due. Class Members were either not paid by Defendants for all hours worked or were subject
9 to unlawful rounding and time shaving or were not paid at the appropriate minimum, regular and
10 overtime rates. Plaintiff also contends that Defendants failed to pay Class Members all wages due
11 and owing, including by requiring off the clock work, failing to provide meal breaks, and failing to
12 pay meal break premiums, all in violation of various provisions of the California Labor Code and
13 applicable Wage Orders.

14 16. During the course of Plaintiff and Class Members' employment with Defendants,
15 they were not paid all wages they were owed, including for all work performed resulting in off the
16 clock work. For instance, Defendants contacted Plaintiff and Class Members on their personal cell
17 phones with work demands outside of scheduled work hours, and Plaintiff and Class Members were
18 not compensated for this time. Additionally, Plaintiff and Class Members were not compensated for
19 time that they remained under the control of Defendants as they travelled to and from the designated
20 area for meal periods. Finally, Plaintiff and Class Members were subject to unlawful rounding and
21 time shaving.

22 17. By implementing policies, programs, practices, procedures and protocols,
23 Defendants' willful actions resulted in the systematic underpayment of wages to Class Members,
24 including underpayment of overtime pay to Class Members over the relevant time period. For
25 example, Plaintiff began receiving overtime pay later than she should have as a result of Defendants
26 requiring her to work off the clock.

27 18. As a result of the above-described requirements to work off the clock and the other
28 wage violations they endured at Defendants' hands, Class Members were not properly paid all wages

1 earned and all wages owed to them by Defendants, including when working more than eight (8)
2 hours in any given day and/or more than forty (40) hours in any given week.

3 19. As a result of Defendants' unlawful policies and practices, Class Members incurred
4 overtime hours worked for which they were not adequately and completely compensated, in addition
5 to the hours they were required to work off the clock. To the extent applicable, Defendants also
6 failed to pay Class Members at an overtime rate of 1.5 times the regular rate for the first eight hours
7 of the seventh consecutive workday in a week and overtime payments at the rate of two times the
8 regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under
9 the Labor Code and applicable IWC Wage Orders.

10 20. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
11 to the present, Defendants had a consistent policy or practice of failing to pay Class Members for
12 all hours worked and failing to pay minimum wages for all time worked, as required by California
13 law. Defendants thus failed to pay Class Members at least minimum wages for all the time they
14 worked for Defendants in violation of the Labor Code and applicable IWC Wage Orders as the
15 actual times when Class Members were under the control and direction of Defendants was under
16 reported in the hours reflected on the timekeeping records. Furthermore, Defendants' willful actions
17 resulted in the systematic underpayment of wages to Class Members, including underpayment of
18 overtime pay to Class Members over a period of time.

19 21. Additionally, Defendants failed to provide all the legally required unpaid, off-duty
20 meal periods to Class Members, as required by the applicable Wage Order and Labor Code.
21 Specifically, Class Members were required to travel to a designated break area for meal periods, but
22 were also required to be back at their work area no later than thirty minutes after leaving. This
23 practice resulted in Class Members having less than a full uninterrupted meal period of thirty
24 minutes. Defendants placed their needs over Class Members lawful meal breaks and this resulted
25 in Class Members remaining under the control of Defendants through part of their scheduled meal
26 breaks, because the demands of the job would not avail them the opportunity to take a lawfully
27 uninterrupted and off duty meal break.

28 22. Therefore, for at least four years prior to the filing of this action through the present,

Defendants regularly required Class Members to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes; nor did Defendants pay Class Members “premium pay,” i.e. one hour of wages at each Class Member’s effective hourly rate of pay, for each meal period that Defendants failed to provide or deficiently provided.

23. Meal period violations thus occurred in one or more of the following manners:

- (a) Class Members were not provided full thirty-minute duty free meal periods for work days in excess of five (5) hours and were not compensated one (1) hour’s wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);
- (b) Class Members were required to work through at least part of their daily meal period(s); and
- (c) Class Members were restricted in their ability to take a full thirty-minute meal period.

24. Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements failed to accurately account for unpaid wages and overtime because their actual hours were under-reported due to off the clock work and illegal rounding and time shaving. Thus, the wage statements do not comply with Labor Code § 226(a)(9). Further, the wage statements given to Class Members failed to accurately account for premium pay for deficiently provided meal periods.

25. From at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have thus also had a consistent policy of failing to pay all wages owed to Class Members at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. Specifically, Plaintiff did not receive all wages owed at the time of her termination but instead received a final paycheck from Defendants on the next regular pay day, which was around one week later. Additionally, Class Members were not paid all regular and overtime wages because Defendants failed to pay for all hours worked by requiring off the clock

1 work and practicing illegal rounding and time shaving, and failed to pay meal period premiums
2 owed, as further detailed in this Complaint. Defendants' failure to pay said wages within the required
3 time was willful within the meaning of Labor Code § 203.

4 26. Moreover, Defendants maintained a consistently applied policy and practice of not
5 paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and
6 failed to pay all wages earned between the 16th and the last day of the month between the 1st and
7 10th day of the following month pursuant to Labor Code 204. Defendants similarly failed to pay all
8 wages earned by not more than seven (7) calendar days following the close of the payroll period.

9 27. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
10 continuing to the present, Defendants have consistently failed to keep accurate time and wage
11 records as required by California wage-and-hour laws.

12 28. Additionally, from at least four (4) years prior to the filing of this lawsuit and
13 continuing to the present, Defendants have regularly required Plaintiff to incur business expenses in
14 the course of performing her required job duties for Defendants including for use of her cellphone
15 for work-related purposes, such as downloading and using Slack. Upon information and belief, Class
16 Members incurred similar costs. These expenses incurred by Plaintiff and Class Members were
17 necessary and required of them in performing their assigned job duties, but Defendants failed to
18 reimburse Class Members for all such necessary expenditures, thus entitling them to reimbursement
19 according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC
20 Wage Orders.

21 29. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to,
22 *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
23 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802 and California Code of Regulations,
24 Title 8, section 11000 *et seq.*

25 30. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
26 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
27 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
28 fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

31. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Overtime Subclass. All Class Members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Class Member's regular rate of pay in lieu thereof.

d. Subclass 4. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

e. Subclass 5. Termination Pay Subclass. All Class Members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

f. Subclass 6: Failure to Timely Pay Wages When Due Subclass. All Class Members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Expense Reimbursement Subclass. All Class Members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendant and who were subject to a policy and/or practice under which such expenses were not reimbursed.

i. Subclass 9. UCL Subclass. All Class Members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

1 32. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
2 the class description with greater particularity or further division into subclasses or limitation to
3 particular issues. To the extent equitable tolling operates to toll claims by the Class against
4 Defendants, the Class Period should be adjusted accordingly.

5 33. Defendants, as a matter of company policy, practice and procedure, and in violation
6 of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements,
7 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
8 a practice whereby Defendants failed to correctly calculate compensation for the time worked by
9 Class Members, even though Defendants enjoyed the benefit of this work, required Class Members
10 to perform this work and permitted or suffered to permit this work. Defendants have uniformly
11 denied these Class Members wages to which these employees are entitled and failed to provide meal
12 periods, in order to unfairly cheat the competition and unlawfully profit.

13 34. This action has been brought and may properly be maintained as a class action under
14 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
15 interest in litigation and proposed class is easily ascertainable.

16 **A. Numerosity**

17 35. The potential members of the class as defined are so numerous that joinder of all the
18 member of the class is impracticable. While the precise number of class member has not been
19 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
20 time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within
21 the State of California.

22 36. Accounting for employee turnover during the relevant time period increases this
23 number substantially. Plaintiff alleges that Defendants’ employment records will provide
24 information as to the number and location of all Class Members.

25 **B. Commonality**

26 37. There are questions of law and fact common to the Class that predominates over any
27 questions affecting only individual Class Members. These common questions of law and fact
28 include:

- a. Whether Defendants failed to pay Class Members minimum wages;
- b. Whether Defendants failed to pay Class Members wages for all hours worked;
- c. Whether Defendants failed to pay Class Members overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Class Members with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code § 226(a) by providing Class Members with inaccurate wage statements;
- f. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- g. Whether Defendants violated Labor Code § 204 by failing to timely pay wages when due;
- h. Whether Defendants violated Labor Code §§ 226 and 1174 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- i. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class Members during the relevant time period for all hours worked, whether regular or overtime;
- j. Whether Defendants violated Labor Code § 2802 by failing to reimburse all necessary business expenses Defendants required them to incur in performing their job duties;
- k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- l. Whether Defendants conduct was willful; and
- m. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

38. The claims of the named plaintiff is typical of those of Class Members. The Class

Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

39. Plaintiff will fairly and adequately represent and protect the interest of the Class Members. Counsel who represents Class Members are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

40. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to all Class Members predominate over any questions affecting only individual Class Members. Each Class Member has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Class Members properly.

41. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class Members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class Members. Further, as the economic or other loss suffered by vast numbers of Class Members may be relatively small, the expense and burden of individual actions makes it difficult for the Class Members to individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in managing this case as a class action, and proceeding on a class-wide basis will permit Class Members to vindicate their rights for violations they endured which they would otherwise be foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

42. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
2 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would set
3 forth the subject and nature of the instant action. The Defendants' own business records can be
4 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that
5 any further notice is required additional media and/or mailings can be used.

6 43. Defendants, as prospective and actual employers of the Class Members, had a special
7 fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay
8 practices, policies and working conditions imposed upon Class Members. In addition, Defendants
9 knew they possessed special knowledge about pay practices and policies, most notably intentionally
10 refusing to pay for all hours actually worked which should have been recorded in Defendants' pay
11 records and the consequence of policies and practices on Class Members.

12 44. Class Members did not discover the fact that they were entitled to all pay under the
13 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about
14 Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, right to collectively
15 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief
16 preventing such practices from continuing. As a result, the applicable statutes of limitation were
17 tolled until such time as Plaintiff and the Class Members discovered their claims.

18 **FIRST CAUSE OF ACTION**
19 **FAILURE TO PAY MINIMUM WAGES**
20 **(Against All Defendants)**

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

23 46. Defendants failed to pay Class Members minimum wages for all hours worked.
24 Defendants had a consistent policy of misstating Class Members' time records and failing to pay
25 Class Members for all hours worked. Class Members would work hours and not receive wages,
26 including as alleged above in connection with off the clock work and rounding and time shaving.
27 During the relevant time period, Defendants thus regularly failed to pay minimum wages to Class
28 Members, to their detriment. Additionally, Defendants had a consistent policy of failing to pay Class

Members for hours worked during alleged meal periods for which Class Members were consistently denied, as also addressed herein. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Class Members as to minimum wage pay.

47. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

48. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

49. The applicable minimum wages fixed by the commission for work during the relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

50. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which 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."

51. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

52. In committing these violations of the California Labor Code, Defendants inaccurately recorded, or required Class Members to input times that did not reflect their actual

1 hours worked, or calculated the correct time worked and consequently underpaid the actual time
2 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all earned
3 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
4 Commission requirements and other applicable laws and regulations. As a result of these violations,
5 Defendant also failed to timely pay all wages earned in accordance with California Labor Code §
6 1194.

7 53. California Labor Code § 1194.2 also provides for the following remedies: “In any
8 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
9 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
10 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

11 54. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
12 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
13 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
14 minimum wages.

15 55. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to
16 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

17 56. Defendants have the ability to pay minimum wages for all time worked and have
18 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
19 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

20 57. Wherefore, Class Members are entitled to recover the unpaid minimum wages
21 (including double minimum wages), liquidated damages in an amount equal to the minimum wages
22 unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to
23 California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
24 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
25 of any statutory penalties against Defendants, in a sum as provided by the California Labor Code,
26 including § 558, and/or other applicable statutes.

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28 ///

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 59. California Labor Code § 1194 provides that “any employee receiving less than the
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
10 may be maintained directly against the employer in an employee’s name without first filing a claim
11 with the Division of Labor Standards and Enforcement.

12 60. By their conduct, as set forth herein, Defendants violated California Labor Code §
13 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class Members:
14 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
15 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on
16 the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked
17 in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours
18 on any seventh day of work in a workweek.

19 61. Defendants had a consistent policy of not paying Class Members wages for all hours
20 worked, including by requiring off the clock work and rounding, in violation of the California Labor
21 Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the
22 Division of Labor Standards and Enforcement. Defendants have also violated these provisions by
23 requiring Class Members to work through portions of their meal period. Therefore, Class Members
24 were not properly compensated, nor were they paid overtime rates for hours worked in excess of
25 eight hours in a given day, and/or forty hours in a given week. Based on information and belief,
26 Defendants did not make available to Class Members a reasonable protocol for correcting time
27 records when Class Members worked overtime hours or to fix incorrect time entries.

28 62. Defendants’ failure to pay Class Members the unpaid balance of regular wages owed

1 and overtime compensation, as required by California law, violates the provisions of Labor Code
2 §§ 510 and 1198, and is therefore unlawful.

3 63. Additionally, Labor Code § 558(a) provides “any employer or other person acting on
4 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
5 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
6 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
7 pay period for which the employee was underpaid in addition to an amount sufficient to recover
8 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
9 employee for each pay period for which the employee was underpaid in addition to an amount
10 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
11 the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in this section
12 are in addition to any other civil or criminal penalty provided by law.” Defendants have violated
13 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
14 Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

15 64. Defendants’ failure to pay compensation in a timely fashion also constituted a
16 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
17 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
18 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
19 compensation earned by Class Members. Each such failure to make a timely payment of
20 compensation to Class Members constitutes a separate violation of California Labor Code § 204.

21 65. Class Members have been damaged by these violations of California Labor Code §§
22 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

23 66. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
24 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B), Defendants are
25 liable to Class Members for the full amount of all their unpaid wages and overtime compensation,
26 with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any
27 statutory penalties against Defendants, and each of them, and any additional sums as provided by
28 the Labor Code and/or other statutes.

1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 68. Class Members regularly worked shifts greater than five (5) hours. Pursuant to Labor
7 Code § 512 an employer may not employ someone for a shift of more than five (5) hours without
8 providing him or her with a meal period of not less than thirty (30) minutes.

9 69. As discussed above, Defendants failed to provide Class Members with meal periods
10 as required under the Labor Code. Defendants placed their needs over Class Members lawful meal
11 breaks and this resulted in Class Members consistently having to work through a portion of their
12 scheduled meal breaks because the demands of the job would not avail them the opportunity to take
13 a lawfully uninterrupted and off-duty meal break.

14 70. Defendants thus failed to provide Class Members with meal periods as required by
15 the Labor Code, including by not providing them with the opportunity to take lawful meal breaks,
16 by providing them for less than thirty (30) minutes, or by requiring them to perform work during
17 breaks.

18 71. Moreover, Defendants failed to compensate Class Members for each meal period not
19 provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the
20 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
21 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
22 pay at the employee's regular rate of compensation for each workday that the meal period is not
23 provided. Defendants failed to compensate Class Members for each meal period not provided or
24 inadequately provided, as required under Labor Code § 226.7.

25 72. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
26 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages
27 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a
28 sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants,

1 and each of them, in a sum as provided by the Labor Code and other statutes.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS UNDER**

4 **LABOR CODE § 226(a)**

5 **(Against All Defendants)**

6 73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 74. California Labor Code § 226(a) requires an employer to furnish each of his or her
9 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
10 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
11 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
12 the employee's wages; or, if wages are paid by cash or personal check, these statements may be
13 given to the employee separately from the payment of wages; in either case the employer must give
14 the employee these statements twice a month or each time wages are paid.

15 75. Defendants failed to provide Class Members with accurate itemized wage statements
16 in writing, as required by the Labor Code. Specifically, the wage statements failed to accurately
17 account for unpaid wages and overtime because their actual hours were under-reported due to off
18 the clock work. Additionally, the wage statements given to Class Members failed to accurately
19 account for premium pay for deficiently provided meal periods.

20 76. Throughout the liability period, Defendants intentionally failed to furnish to Class
21 Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages
22 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
23 applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
24 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only
25 the last four digits of his or her social security number or an employee identification number other
26 than a social security number, (8) the name and address of the legal entity that is the employer and
27 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
28 worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst other statutory

1 requirements. Defendants knowingly and intentionally failed to provide Class Members with such
2 timely and accurate wage and hour statements.

3 77. Class Members suffered injury as a result of Defendants' knowing and intentional
4 failure to provide them with the accurate wage and hour statements as required by law and are
5 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
6 Defendants have failed to provide wage statements with accurate and complete information as
7 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class Members
8 cannot promptly and easily determine from the wage statement alone one or more of the following:
9 (i) The amount of the gross wages or net wages paid to the employee during the pay period or any
10 of the other information required to be provided on the itemized wage statement pursuant to items
11 (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from
12 gross wages to determine the net wages paid to the employee during the pay period, (iii) The name
13 and address of the employer and, (iv) The name of the employee and only the last four digits of his
14 or her social security number or an employee identification number other than a social security
15 number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable
16 person [i.e. an objective standard] would be able to readily ascertain the information without
17 reference to other documents or information.

18 78. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code §
19 226(a), Class Members suffered injuries, including among other things confusion over whether they
20 received all wages owed them, the difficulty and expense involved in reconstructing pay records,
21 and forcing them to make mathematical computations to analyze whether the wages paid in fact
22 compensated them correctly for all hours worked.

23 79. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC
24 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual damages
25 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
26 (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
27 thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

28 ///

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

81. Numerous Class Members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

82. Defendants failed to pay these Class Members all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

83. The wages withheld from these Class Members by Defendants remained due and owing for more than thirty (30) days from the date of separation from employment.

84. Defendants failed to pay Class Members without abatement, all wages as defined by applicable California law. Specifically, Plaintiff did not receive all wages owed at the time of her termination but instead received a final paycheck from Defendants on the next regular pay day, which was around one week later. Additionally, Class Members were not paid all regular and overtime wages because Defendants failed to pay for all hours worked by required off the clock work. Additionally, Defendants failed to pay premium wages owed for unprovided meal periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

85. Defendants' failure to pay wages, as alleged entitles these Class Members to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

SIXTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES WHEN DUE UNDER LABOR CODE § 204
(Against All Defendants)

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

87. Labor Code § 204 instructs that: "All wages, ...earned by any person in any

1 employment are due and payable twice during each calendar month, on days designated in advance
2 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
3 of any calendar month shall be paid for between the 16th and the 26th day of the month during
4 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
5 of any calendar month, shall be paid for between the 1st and 10th day of the following month.”
6 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
7 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
8 following the close of the payroll period.” As detailed above, Defendants maintained a consistently
9 applied policy and practice of not paying all wages earned between the 1st and 15th days of a month
10 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
11 of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay
12 all wages earned by not more than seven calendar days following the close of the payroll period.

13 88. All wages due and owing to Plaintiff and the Class Members, including as required
14 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail above.
15 Additionally, wages required by Labor Code § 1194 and other sections became due and payable to
16 each Class Member in each pay period that he or she was not provided with a meal period or paid
17 straight or overtime wages to which he or she was entitled.

18 89. Defendants thus violated Labor Code § 204 by systematically refusing to pay wages
19 due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable
20 IWC Wage Orders, employers are required “to pay each employee, on the established payday for
21 the period involved, not less than the applicable minimum wage for all hours worked in the payroll
22 period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than
23 those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff
24 and the Class Members may therefore pursue damages and penalties for violations of Labor Code §
25 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph
26 20 of the applicable IWC Wage Orders.

27 90. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
28 represent they have been deprived of wages in amounts to be determined at trial, and they are entitled

1 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant
2 to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
3 Wage Orders.

4 **SEVENTH CAUSE OF ACTION**

5 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
6 **AND 1174.5**

7 **(Against All Defendants)**

8 91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 92. California Labor Code § 1174 requires that all employers shall keep accurate time
11 and wage records for all employees. California Labor Code § 1174.5 further requires that any
12 employee suffering injury due to a willful violation of the aforementioned obligations may seek
13 damages, including civil penalties, from the employer.

14 93. During the course of Plaintiff's and Class Members' employment, Defendants
15 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
16 required by California Labor Code § 1174 by failing to pay Plaintiff and Class Members proper
17 wages, overtime, and premium pay as discussed above.

18 94. Accordingly, Defendants are liable for civil penalties pursuant to the California
19 Labor Code § 1174.5 for the three (3) years prior to the filing of this Complaint.

20 **EIGHTH CAUSE OF ACTION**

21 **REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802**

22 **(Against All Defendants)**

23 95. Plaintiff re-alleges and incorporates all preceding paragraphs as though set forth in
24 full herein.

25 96. Under Labor Code § 2802(a) an employer must indemnify its employees for all
26 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
27 of his or her duties, or of his or her obedience to the directions of the employer.

28 97. Defendants have regularly required Class Members to incur business expenses in

1 the course of performing their required job duties for Defendants including for the use of
2 their cellphones for work-related purposes, such as downloading and using Slack. These
3 expenses incurred by Class Members were necessary and required of them in performing their
4 assigned job duties. However, Class Members were not reimbursed for those lawful and necessary
5 work-related expenses or losses incurred in direct discharge of their job duties during employment
6 with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the
7 applicable IWC Wage Orders, paragraph 9.

8 98. As a result of the unlawful acts of Defendants, Class Members have been deprived
9 of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
10 plus interest and penalties thereon, attorneys' fees, and costs.

11 NINTH CAUSE OF ACTION

12 VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*

13 (Against All Defendants)

14 99. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 100. Plaintiff, on behalf of herself, Class Members, and the general public, brings this
17 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
18 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class
19 Members and the general public. Plaintiff seeks to enforce important rights affecting the public
20 interest within the meaning of Code of Civil Procedure § 1021.5.

21 101. Plaintiff is a "person" within the meaning of Business & Professions Code
22 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
23 relief, restitution, and other appropriate equitable relief.

24 102. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
25 practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in
26 that Defendants' policy and practice failed to provide the required amount of compensation for
27 missed meal periods, and failed to adequately compensate Class Members for all hours worked, due
28 to systematic business practices as alleged herein that cannot be justified, pursuant to the applicable

1 California Labor Code and Industrial Welfare Commission requirements in violation of California
2 Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue injunctive
3 and equitable relief, pursuant to California Business & Professions Code § 17203, including
4 restitution of wages wrongfully withheld.

5 103. Wage-and-hour laws express fundamental public policies. Paying employees their
6 wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies
7 of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce
8 minimum labor standards, to ensure that employees are not required or permitted to work under
9 substandard and unlawful conditions, and to protect law-abiding employers and their employees
10 from competitors who lower costs to themselves by failing to comply with minimum labor
11 standards.

12 104. Defendants have violated statutes and public policies. Through the conduct alleged
13 in this Complaint Defendants have acted contrary to these public policies, have violated specific
14 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
15 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
16 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
17 guaranteed to all employees under the law.

18 105. Defendants' conduct, as alleged above, constitutes unfair competition in violation of
19 the Business & Professions Code § 17200 *et seq.*

20 106. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
21 overtime, failing to provide meal periods, etc., either knew or in the exercise of reasonable care
22 should have known that their conduct was unlawful; therefore their conduct violates the Business &
23 Professions Code § 17200 *et seq.*

24 107. By the conduct alleged herein, Defendants have engaged and continue to engage in
25 a business practice which violates California and federal law, including but not limited to, the
26 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
27 Code including Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
28 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, for which this Court should issue

1 declaratory and other equitable relief pursuant to California Business & Professions Code § 17203
2 as may be necessary to prevent and remedy the conduct held to constitute unfair competition,
3 including restitution of wages wrongfully withheld.

4 108. As a proximate result of the above-mentioned acts of Defendants, Class Members
5 have been damaged, in a sum to be proven at trial.

6 109. Unless restrained by this Court Defendants will continue to engage in such unlawful
7 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
8 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
9 the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited
10 by the Business & Professions Code, including but not limited to the disgorgement of such profits
11 as may be necessary to restore Class Members to the money Defendants have unlawfully failed to
12 pay.

13 **RELIEF REQUESTED**

14 WHEREFORE, Plaintiff prays for the following relief:

- 15 1. For an order certifying this action as a class action;
- 16 2. For compensatory damages in the amount of the unpaid minimum wages for work
17 performed by Class Members and unpaid overtime compensation from at least four (4) years prior
18 to the filing of this action, as may be proven;
- 19 3. For liquidated damages in the amount equal to the unpaid minimum wage and interest
20 thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 21 4. For compensatory damages in the amount of all unpaid wages, including overtime
22 and double-time pay, as may be proven;
- 23 5. For compensatory damages in the amount of the hourly wage made by Class
24 Members for each missed or deficient meal period where no premium pay was paid therefor from
25 four (4) years prior to the filing of this action, as may be proven;
- 26 6. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;
- 27 7. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were
28 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

1 8. For restitution and/or damages for all amounts unlawfully withheld from the wages
2 for all class members in violation of Labor Code § 204, as may be proven;

3 9. For penalties pursuant to Labor Code §§ 1174.5 and 1198.5 for Class Members, as
4 may be proven;

5 10. For restitution and/or damages for all amounts unlawfully withheld from the wages
6 for all Class Members in violation of Labor Code § 2802, as may be proven;

7 11. For restitution for unfair competition pursuant to Business & Professions Code
8 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

9 12. For an order enjoining Defendants and their agents, servants, and employees, and all
10 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
11 adumbrated in this Complaint;

12 13. For other wages and penalties under the Labor Code as may be proven;

13 14. For all general, special, and incidental damages as may be proven;

14 15. For an award of pre-judgment and post-judgment interest;

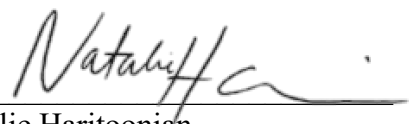
15 16. For an award providing for the payment of the costs of this suit;

16 17. For an award of attorneys' fees; and

17 18. For such other and further relief as this Court may deem proper and just.

18
19 DATED: April 15, 2026

D.LAW, INC.

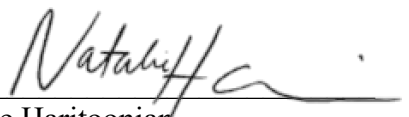
20
21 By: 
22 Natalie Haritonian
23 Eve Howe
24 Attorneys for Plaintiff CHARDAE
25 WILLCOCKS and all others similarly
26 situated
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: April 15, 2026

D.LAW, INC.

By: 
Natalie Haritonian
Eve Howe
Attorneys for Plaintiff CHARDAE
WILLCOCKS and all others similarly
situated