

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)

slidman@lidmanlaw.com

Milan Moore (SBN 308095)

mmoore@lidmanlaw.com

2155 Campus Drive, Suite 150

El Segundo, California 90245

Tel: (424) 322-4772

Fax: (424) 322-4775

Attorneys for Plaintiff

CATHERINE ANDERSON

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

Attorneys for Plaintiff

CATHERINE ANDERSON

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CATHERINE ANDERSON, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

KINDER MORGAN, INC., a
Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 2:23-CV-10669-WLF-MAA

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

**(1) FAILURE TO PAY ALL
MINIMUM WAGES OWED
(LABOR CODE §§ 1194, 1194.2,
1197);**

**(2) FAILURE TO PAY ALL
OVERTIME WAGES OWED
(LABOR CODE §§ 204, 510, 558,
1194, 1198);**

1 (3) **FAILURE TO PROVIDE MEAL**
2 **PERIODS (LABOR CODE §§ 226.7,**
3 **512, 558);**

4 (4) **FAILURE TO AUTHORIZE AND**
5 **PERMIT REST PERIODS (LABOR**
6 **CODE §§ 226.7, 516, 558);**

7 (5) **FAILURE TO PROVIDE**
8 **ACCURATE, ITEMIZED WAGE**
9 **STATEMENTS (LABOR CODE §**
10 **226 *et seq.*);**

11 (6) **WAITING TIME PENALTIES**
12 **(LABOR CODE §201-203); and**

13 (7) **UNFAIR COMPETITION (BUS &**
14 **PROF CODE § 17200 *et seq.*)**

15 **DEMAND FOR JURY TRIAL**
16 **UNLIMITED CIVIL CASE**
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff Catherine Anderson (“Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby brings this First Amended Class Action Complaint
3 (“FAC”) against Kinder Morgan, Inc., a Delaware corporation, and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby
8 brings this FAC for recovery of unpaid wages and penalties under California
9 Business and Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226 *et*
10 *seq.*, 226.7, 246, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, and Industrial
11 Welfare Commission Wage Order 7 and/or 9 (“Wage Order”), in addition to seeking
12 declaratory relief and restitution. This FAC is brought pursuant to California Code
13 of Civil Procedure § 382. Plaintiff filed the original complaint in Los Angeles
14 Superior Court on October 20, 2023 in Los Angeles County Superior Court. On
15 December 20, 2023, Defendant filed a Notice of Removal of this Civil Action to
16 Federal Court under the Class Action Fairness Act of 2005 and traditional diversity
17 jurisdiction, asserting jurisdiction and venue is proper in this District pursuant to 28
18 U.S.C. §§ 1332, 1441, 1446 and 1453.

19 **VENUE**

20 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ.
21 Proc. §§ 395(a) and 395.5, as at least some of the acts and omissions complained of
22 herein occurred in the County of Los Angeles. Defendants transact business
23 throughout California, including Los Angeles County and Defendants are within
24 the jurisdiction of this Court for purposes of service of process. Plaintiff filed the
25 original complaint in Los Angeles Superior Court on October 20, 2023 in Los
26 Angeles County Superior Court. On December 20, 2023, Defendant filed a Notice
27 of Removal of this Civil Action to Federal Court under the Class Action Fairness
28 Act of 2005 and traditional diversity jurisdiction, asserting jurisdiction and venue

1 is proper in this District pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453.

2 PARTIES

3 3. Plaintiff is an individual over the age of eighteen (18). At all relevant
 4 times herein, Plaintiff was and currently is, a California resident. During the four
 5 years immediately preceding the filing of the lawsuit in this action and within the
 6 statute of limitations periods applicable to each cause of action pled herein, Plaintiff
 7 is employed by Defendants as an hourly, non-exempt employee. Plaintiff was, and
 8 is, a victim of Defendants' policies and/or practices complained of herein, lost
 9 money and/or property, and has been deprived of the rights guaranteed by Labor
 10 Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198
 11 and California Business and Professions Code § 17200 *et seq.* ("Unfair Competition
 12 Law"); and Wage Order, which sets employment standards for the mercantile
 13 industry, which includes the industry in which Plaintiff worked for Defendants.

14 4. Plaintiff is informed and believes, and based thereon alleges, that
 15 during the four years preceding the filing of the Lawsuit in this action and
 16 continuing to the present, Defendants did (and continue to do) business by selling
 17 janitorial, sanitary, and food service supplies. Defendants employed Plaintiff and
 18 other, similarly-situated non-exempt, hourly employees within, among other
 19 counties, Los Angeles County and the state of California and, therefore, were (and
 20 are) doing business in Los Angeles County and the State of California.

21 5. Plaintiff does not know the true names or capacities, whether
 22 individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100,
 23 inclusive, and for that reason, said defendants are sued under such fictitious names,
 24 and Plaintiff will seek leave from this Court to amend this FAC when such true
 25 names and capacities are discovered. Plaintiff is informed, and believes, and based
 26 thereon alleges, that each of said fictitious defendants, whether individual, partners,
 27 or corporate, were responsible in some manner for the acts and omissions alleged
 28 herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph

1 17) to be subject to the unlawful employment practices, wrongs, injuries and
2 damages complained of herein.

3 6. Plaintiff is informed, and believes, and thereon alleges, that at all times
4 mentioned herein, Defendants were and are the employers of Plaintiff and all
5 members of the Classes.

6 7. At all times herein mentioned, each of said Defendants participated in
7 the doing of the acts hereinafter alleged to have been done by the named
8 Defendants; and furthermore, the Defendants, and each of them, were the agents,
9 servants, and employees of each and every one of the other Defendants, as well as
10 the agents of all Defendants, and at all times herein mentioned were acting within
11 the course and scope of said agency and employment. Defendants, and each of
12 them, approved of, condoned, and/or otherwise ratified each and every one of the
13 acts or omissions complained of herein.

14 8. At all times mentioned herein, Defendants, and each of them, were
15 members of and engaged in a joint venture, partnership, and common enterprise,
16 and acting within the course and scope of and in pursuance of said joint venture,
17 partnership, and common enterprise. Further, Plaintiff alleges that all Defendants
18 were joint employers for all purposes of Plaintiff and all members of the Classes.

19 **GENERAL FACTUAL ALLEGATIONS**

20 9. Plaintiff, a former employee, was employed by Defendants between
21 approximately September 9, 2001 and February 1, 2023. Plaintiff worked as a non-
22 exempt employee as a Customer Service Representative and her job duties included
23 without limitation, training truck drivers on how to load gas, various procedures
24 and overseeing inventory.

25 10. Throughout Plaintiff's employment with Defendants, Plaintiff was
26 generally scheduled to work Monday through Friday from approximately 7:30 a.m.
27 to approximately 3:30 p.m. or 8:00 a.m. to 4:00 p.m. During her employment with
28 Defendants, Plaintiff was not fully paid for all time worked due to Defendants'

1 timekeeping policies and practices because Defendants would unlawfully shave
2 Plaintiff's work time and/or round Plaintiff's work time such that Plaintiff would
3 not be fully paid all wages she was rightfully owed. This time shaving/rounding
4 practice utilized by Defendants was not-even handed over time and would round
5 and/or shave in Defendants' favor such that Plaintiff and non-exempt employees
6 were routinely underpaid for their time worked, including minimum and overtime
7 wages. As a result of this policy or practice, Defendants failed to properly account
8 for and track all time actually worked by Plaintiff and other non-exempt, hourly
9 employees. Because they often worked over eight hours in a day and/or 40 hours in
10 a week, Defendants' policy and practice of failing to compensate them for all hours
11 worked also deprived them of overtime wages owed.

12 11. During her employment with Defendants, Plaintiff was not provided
13 all legally required meal periods due to Defendants' unlawful meal period policies
14 and practices. Throughout her employment with Defendants, Plaintiff was not
15 provided all required meal periods due to Defendants' meal period
16 policies/practices which fail to provide uninterrupted, duty-free and timely 30-
17 minute meal periods when employees work in excess of 5.0 hours in a day.
18 Specifically, due to Plaintiff's job duties, Plaintiff was often prevented from taking
19 meal periods that commenced before the end of the 5th hour of work. As a result of
20 Defendants' unlawful meal period policies and practices, Plaintiff meal periods
21 were often late, short, missed and/or otherwise unlawful. Additionally, during
22 times when Plaintiff worked in excess of 10.0 hours per shift, Defendants failed to
23 provide Plaintiff with a second, timely meal period of at least 30 minutes in length.

24 12. Although Plaintiff and other non-exempt employees were not provided
25 with all legally-compliant meal periods to which she was entitled, Defendants'
26 policies and procedures failed to compensate them with the required meal period
27 premium for each workday in which she experienced a meal period violation as
28 mandated by Labor Code § 226.7.

1 13. Plaintiff was also not authorized and permitted to take all legally
 2 required paid rest periods due to Defendants' unlawful rest period policies and
 3 practices. Specifically, Plaintiff worked shifts in excess of 3.5 hours, but was not
 4 authorized or permitted to take a ten-minute paid rest period for every four (4) hour
 5 period worked, or *major fraction thereof*. As a result of the work demands imposed
 6 by Defendants, Defendants failed to authorize and permit duty-free rest periods for
 7 every four hours worked, or *major fraction thereof*.

8 14. On those occasions when Plaintiff and other non-exempt employees
 9 were not authorized and permitted to take all legally-compliant rest periods to which
 10 she was entitled, Defendants failed to compensate Plaintiff with the required rest
 11 period premium for each workday in which she experienced a rest period violation
 12 as mandated by Labor Code § 226.7.

13 15. As a result of Defendants' failure to pay all minimum and overtime
 14 wages, as well as meal and rest period premium wages and sick pay wages,
 15 Defendants maintained inaccurate payroll records and issued inaccurate wage
 16 statements to Plaintiff.

17 16. As a further result of Defendants' failure to pay all minimum and
 18 overtime wages, failure to pay all meal and rest period premium wages, Defendants
 19 failed to pay all wages owed to Plaintiff upon separation of her employment with
 20 Defendants.

21 **CLASS ACTION ALLEGATIONS**

22 17. **Class Definitions:** Plaintiff brings this action on behalf of herself and
 23 the following Classes pursuant to § 382 of the Code of Civil Procedure:

- 24 a. The Minimum Wage Class consists of all of Defendants' current and
 25 former hourly, non-exempt employees in California who were subject
 26 to Defendants' timekeeping policies/practices, during the four years
 27 preceding the filing of this lawsuit through the present.
 28

- 1 b. The Overtime Class consists of all of Defendants' current and former
2 hourly, non-exempt employees (excluding truck drivers) in California
3 who worked more than eight hours per day and/or forty hours per
4 week, and were subject to Defendants' timekeeping policies and
5 practices, during the four years immediately preceding the filing of this
6 lawsuit through the present.
- 7 c. The Meal Period Class consists of all of Defendants' current and
8 former hourly, non-exempt employees (excluding truck drivers) in
9 California who worked at least one shift in excess of 5.0 hours during
10 the four years immediately preceding the filing of this lawsuit through
11 the present.
- 12 d. The Rest Period Class consists of all of Defendants' current and former
13 hourly, non-exempt employees (excluding truck drivers) in California
14 who worked at least one shift of 3.5 hours or more, during the four
15 years immediately preceding the filing of this lawsuit through the
16 present.
- 17 e. The Wage Statement Class consists of all of Defendants' current and
18 former hourly, non-exempt employees in California, as well as all
19 members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii)
20 Meal Period Class; and/or (iv) Rest Period Class during the one year
21 immediately preceding the filing of this lawsuit through the present.
- 22 f. The Waiting Time Penalty Class consists of all members of the (i)
23 Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class;
24 and (iv) Rest Period Class who separated their employment from
25 Defendants during the three years immediately preceding the filing of
26 the lawsuit through the present.
- 27 g. The UCL Class consists of members of the: (i) Minimum Wage Class;
28 (ii) Overtime Class; (iii) Meal Period Class; (iv) Rest Period Class; (v)

1 Wage Statement Class; and/or (vi) Waiting Time Penalty Class, during
 2 the four years immediately preceding the filing of this Lawsuit through
 3 the present.

4 18. Plaintiff reserves the right under Rule 3.765(b) of the California Rules
 5 of Court, to amend or modify the description of the various classes with greater
 6 specificity or further division into subclasses or limitation to particular issues.

7 19. **Numerosity/Ascertainability:** The members of the Classes are so
 8 numerous that joinder of all members would be unfeasible and not practicable. The
 9 membership of the Classes is unknown to Plaintiff at this time; however, it is
 10 estimated that the members of the Classes number greater than one hundred (100)
 11 individuals. The identity of such membership is readily ascertainable via inspection
 12 of Defendants' employment records.

13 20. **Common Questions of Law and Fact Predominate/Well Defined**
 14 **Community of Interest:** There are common questions of law and fact as to Plaintiff
 15 and all other similarly situated employees, which predominate over questions
 16 affecting only individual members. Those common questions include, without
 17 limitation:

- 18 i. Whether Defendants properly paid all minimum wages and/or
 19 overtime wages at the correct regular rate of pay and/or paid for all
 20 hours worked pursuant to Labor Code §§ 204, 510, 558, 1194, 1194.2,
 21 1197, and 1198;
- 22 ii. Whether Defendants provided all legally compliant meal periods to
 23 members of the Meal Period Class pursuant to Labor Code §§ 226.7
 24 and 512;
- 25 iii. Whether Defendants authorized and permitted all legally compliant
 26 rest periods to members of the Rest Period Class pursuant to Labor
 27 Code §§ 226.7 and 516;
- 28 iv. Whether Defendants furnished legally compliant wage statements to

- 1 members of the Wage Statement Class pursuant to Labor Code § 226;
- 2 v. Whether Defendants paid all wages owed to its terminated/separated
- 3 employees at the time of said termination/separation pursuant to Labor
- 4 Code §§ 201-203; and
- 5 vi. Whether Defendants engaged in unlawful, unfair, illegal, and/or
- 6 deceptive business practices by and through the wage and hour policies
- 7 and practices described above, and whether as a result Defendants owe
- 8 the classes restitution.

9 **21. Predominance of Common Questions:** Common questions of law

10 and fact predominate over questions that affect only individual members of the

11 Classes. The common questions of law set forth above are numerous and

12 substantial and stem from Defendants' policies and/or practices applicable to each

13 individual class member, such as Defendants' uniform timekeeping, minimum

14 wage payment, overtime wage payment, final pay, and meal and/or rest period

15 policies/practices. As such, the common questions predominate over individual

16 questions concerning each individual class member's showing as to their eligibility

17 for recovery or as to the amount of their damages.

18 **22. Typicality:** The claims of Plaintiff are typical of the claims of the

19 Classes because Plaintiff was employed by Defendants as an hourly, non-exempt

20 employee in California during the statute(s) of limitations period applicable to each

21 cause of action pled in the FAC. As alleged herein, Plaintiff, like the members of

22 the Classes, was not provided all legally required minimum and overtime wages,

23 was not provided with all required meal periods, was not authorized and permitted

24 to take all required rest periods, did not receive all meal and rest period premium

25 wages when she was not provided compliant meal and rest periods, was not paid all

26 wages owed at the time of her separation of employment, and was not provided with

27 accurate, itemized wage statements.

28 **23. Adequacy of Representation:** Plaintiff is fully prepared to take all

1 necessary steps to represent fairly and adequately the interests of the members of
2 the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and
3 adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys
4 have prosecuted and defended numerous wage-and-hour class actions in state and
5 federal courts in the past and are committed to vigorously prosecuting this action
6 on behalf of the members of the Classes.

7 24. **Superiority:** The California Labor Code is broadly remedial in nature
8 and serves an important public interest in establishing minimum working conditions
9 and standards in California. These laws and labor standards protect the average
10 working employee from exploitation by employers who have the responsibility to
11 follow the laws and who may seek to take advantage of superior economic and
12 bargaining power in setting onerous terms and conditions of employment. The
13 nature of this action and the format of laws available to Plaintiff and members of
14 the Classes make the class action format a particularly efficient and appropriate
15 procedure to redress the violations alleged herein. If each employee were required
16 to file an individual lawsuit, Defendants would necessarily gain an unconscionable
17 advantage since they would be able to exploit and overwhelm the limited resources
18 of each individual plaintiff with their vastly superior financial and legal resources.
19 Moreover, requiring each member of the Classes to pursue an individual remedy
20 would also discourage the assertion of lawful claims by employees who would be
21 disinclined to file an action against their former and/or current employer for real
22 and justifiable fear of retaliation and permanent damages to their careers at
23 subsequent employment. Further, the prosecution of separate actions by the
24 individual class members, even if possible, would create a substantial risk of
25 inconsistent or varying verdicts or adjudications with respect to the individual class
26 members against Defendants herein; and which would establish potentially
27 incompatible standards of conduct for Defendants; and/or legal determinations with
28 respect to individual class members which would, as a practical matter, be

dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates by reference all previous paragraphs as though fully set forth herein.

26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198 which provide that all non-exempt hourly employees are entitled to all minimum wages for all hours worked, and provide a private right of action for the failure to pay all minimum wage compensation for all work performed.

27. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198, and Wage Order. Section 4 of the Wage Orders require an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum wages for such hours.

28. At all relevant times herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum

wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to Labor Code § 1194.2.

29. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory penalties, liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES OWED (AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198 which provide that all non-exempt employees are entitled to all overtime wages for all overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

32. At all times relevant herein Defendants were required to properly compensate Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and Wage Order. Labor Code § 510 and Section 3 of the Wage Orders require an employer to pay an employee "one and one-half (1½) times the regular rate of pay" for work in excess

1 of 8 hours per workday and/or in excess of 40 hours per workweek. Labor Code §
 2 510 and Section 3 of the Wage Orders also require an employer to pay an employee
 3 double the employee's regular rate for work in excess of 12 hours each workday
 4 and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.
 5 Defendants caused Plaintiff and the members of the Overtime Class to work in
 6 excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly
 7 compensate Plaintiff and the members of the Overtime Class at one and one-half
 8 their regular rate of pay for such hours.

9 33. The foregoing practices and policies are unlawful and create
 10 entitlement to recovery by Plaintiff and the members of the Overtime Class in a
 11 civil action for the unpaid amount of overtime premium owing, including interest
 12 thereon, as well as statutory penalties, civil penalties, and attorneys' fees and costs
 13 of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 510, 558, 1194 and 1198,
 14 Wage Order, California Code of Civil Procedure § 1021.5, and Civil Code §§
 15 3287(b) and 3289.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL PERIODS**

18 **(AGAINST ALL DEFENDANTS)**

19 34. Plaintiff re-alleges and incorporates by reference all previous
 20 paragraphs.

21 35. Plaintiff is informed and believes, and based thereon alleges, that
 22 Defendants failed in their affirmative obligation to provide all of their non-exempt
 23 employees in California, including Plaintiff and members of the Meal Period Class,
 24 with all legally compliant meal periods in accordance with the mandates of the
 25 California Labor Code and section 11 of the Wage Orders. Despite Defendants'
 26 violations, Defendants did not pay an additional hour of pay to Plaintiff and members
 27 of the Meal Period Class at their respective regular rates of compensation, in
 28 accordance with California Labor Code §§ 226.7, and 512.

36. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order, California Code of Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (AGAINST ALL DEFENDANTS)

37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

38. Section 12 of the Wage Orders and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

39. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

40. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (AGAINST ALL DEFENDANTS)

41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice,

1 failed to furnish Plaintiff and members of the Wage Statement Class with complete
 2 and accurate wage statements with respect to their actual regular and overtime hours
 3 worked, total gross wages earned, total deductions, employer address, and total net
 4 wages earned, all in violation of Labor Code § 226 *et seq.*

5 43. Defendants' failures in furnishing Plaintiff and members of the Wage
 6 Statement Class with complete and accurate itemized wage statements resulted in
 7 actual injury, as said failures led to, among other things, unpaid wages and unpaid
 8 rest period premium wages, and deprived them of the information necessary to
 9 identify the discrepancies in Defendants' reported data.

10 44. Defendants' failures create an entitlement to recovery by Plaintiff and
 11 members of the Wage Statement Class in a civil action for all damages and/or
 12 penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil
 13 penalties, reasonable attorneys' fees, and costs of suit according to California Labor
 14 Code § 226 *et seq.*

15 **SIXTH CAUSE OF ACTION**
 16 **WAITING TIME PENALTIES**
 17 **(AGAINST ALL DEFENDANTS)**

18 45. Plaintiff re-alleges and incorporates by reference all previous
 19 paragraphs.

20 46. This cause of action is brought pursuant to Labor Code §§ 201-203
 21 which require an employer to pay all wages immediately at the time of termination
 22 of employment in the event the employer discharges the employee or the employee
 23 provides at least 72 hours of notice of his/her intent to quit. In the event the
 24 employee provides less than 72 hours of notice of his/her intent to quit, said
 25 employee's wages become due and payable not later than 72 hours upon said
 26 employee's last date of employment.

27 47. Defendants failed to timely pay Plaintiff all of her final wages at the
 28 time of termination, which include, among other things, underpaid minimum and

overtime wages and meal and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay class members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

48. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

50. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to authorize and permit all required rest periods, or pay premium payments in lieu thereof.

51. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful

1 conduct alleged herein, Plaintiff for herself and on behalf of the members of the
 2 Classes, seeks full restitution of monies, as necessary and according to proof, to
 3 restore any and all monies withheld, acquired and/or converted by Defendants
 4 pursuant to Business and Professions Code §§ 17203 and 17208.

5 53. Plaintiff was compelled to retain the services of counsel to file this
 6 court action to protect her interests and those of the Classes, to obtain restitution and
 7 injunctive relief on behalf of Defendants' current non-exempt employees, and to
 8 enforce important rights affecting the public interest. Plaintiff has thereby incurred
 9 the financial burden of attorneys' fees and costs, which she is entitled to recover
 10 under Code of Civil Procedure § 1021.5.

11 **PRAYER**

12 WHEREFORE, Plaintiff prays for judgment for herself and for all others on
 13 whose behalf this suit is brought against Defendants, as follows:

- 14 1. For an order certifying the proposed Classes;
- 15 2. For an order appointing Plaintiff as representative of the Classes;
- 16 3. For an order appointing Counsel for Plaintiff as Counsel for the
 17 Classes;
- 18 4. Upon the First Cause of Action, for compensatory, consequential,
 19 general and special damages according to proof pursuant to Labor Code §§ 204,
 20 558, 1194, 1194.2, 1197, 1197.1 and 1198;
- 21 5. Upon the Second Cause of Action, for compensatory, consequential,
 22 general and special damages according to proof pursuant to Labor Code §§ 204,
 23 510, 558, 1194, and 1198;
- 24 6. Upon the Third Cause of Action, for compensatory, consequential,
 25 general and special damages according to proof pursuant to Labor Code §§ 226.7,
 26 512, and 558;
- 27 7. Upon the Fourth Cause of Action, for compensatory, consequential,
 28 general and special damages according to proof pursuant to Labor Code §§ 226.7,

1 516, and 558;

2 8. Upon the Fifth Cause of Action, for statutory wage statement penalties
3 pursuant to Labor Code § 226 *et seq.*;

4 9. Upon the Seventh Cause of Action, for waiting time penalties pursuant
5 to Labor §§ 201-203;

6 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and
7 members of the Classes of all money and/or property unlawfully acquired by
8 Defendants by means of any acts or practices declared by this Court to be in
9 violation of Business and Professions Code § 17200 *et seq.*;

10 11. Prejudgment interest on all due and unpaid wages pursuant to
11 California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

12 12. On all causes of action, for attorneys' fees and costs as provided by
13 Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable
14 statutes; and

15 13. For such other and further relief the Court may deem just and proper.

16
17 Dated: February 15, 2024

Respectfully submitted,
LIDMAN LAW, APC

18
19 By: /s/ Scott M. Lidman
20 Scott M. Lidman
21 Attorneys for Plaintiff
22 CATHERINE ANDERSON
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: February 15, 2024

Respectfully submitted,
LIDMAN LAW, APC

By: /s/ Scott M. Lidman
Scott M. Lidman
Attorneys for Plaintiff
CATHERINE ANDERSON