

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jovahn Wiggins, Esq. (SBN 349903)
Malcolm E. Clayton, Esq. (SBN 340680)
Paolo Policastro, Esq. (SBN 359731)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jwiggins@lelawfirm.com
mclayton@lelawfirm.com
ppolicastro@lelawfirm.com

Attorneys for Plaintiff QIANGAO LIU,
on behalf of himself and others similarly situated,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CIVIL DISTRICT**

QIANGAO LIU, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

PUBLIC CONSULTING GROUP, LLC;
PUBLIC PARTNERSHIPS LLC; and DOES 1
to 100, inclusive,

Defendants.

Case No.: 23STCV25100

CLASS AND PAGA ACTION

**PLAINTIFF QIANGAO LIU'S FIRST
AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**
- 3. FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR RATE OF PAY IN VIOLATION OF LABOR CODE SECTION 246**
- 4. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**

**VIOLATION OF LABOR CODE
SECTION 226**

- 5. FAILURE TO TIMELY PAY ALL
EARNED WAGES AND FINAL
PAYCHECKS DUE AT TIME OF
SEPARATION OF EMPLOYMENT
IN VIOLATION OF LABOR CODE
SECTIONS 201, 202, AND 203**
- 6. UNFAIR BUSINESS PRACTICES,
IN VIOLATION OF BUSINESS
AND PROFESSIONS CODE
SECTIONS 17200, ET SEQ.**
- 7. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff QIANGAO LIU ("Plaintiff"), who alleges and complains against Defendants PUBLIC CONSULTING GROUP, LLC; PUBLIC PARTNERSHIPS LLC; and DOES 1 to 100, inclusive (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; injunctive relief and other equitable relief; reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

2. This is also a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself and other current and former aggrieved employees of Defendants who worked as hourly non-exempt

employees in California during the relevant time period seeking civil penalties associated with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours worked at minimum wage; failure to pay overtime wages for daily overtime worked; failure to pay wages for accrued paid sick days at the regular rate pay; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over Plaintiff's and putative class members' claims for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; and claims for injunctive relief and restitution under California Business and Professions Code sections 17200, *et seq.*, for the following reasons: Defendants operate throughout California; Defendants employed Plaintiff and putative class members in locations throughout California, including but not limited to Los Angeles County, at 543 League Avenue, La Puente, CA 91744; more than two-thirds of putative class members are California citizens; the principal violations of California law occurred in California; no other class actions have been filed against Defendants in the last four (4) years alleging wage and hour violations; the conduct of Defendants forms a significant basis for Plaintiff's and putative class members' claims; and Plaintiff and putative class members seek significant relief from Defendants.

4. This Court also has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars

1 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
2 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
3 aggrieved California-based hourly non-exempt employees occurred in locations throughout
4 California, including but not limited to Los Angeles County, including but not limited to, at 543
5 League Ave., La Puente, CA 93662.

6 **III. PARTIES**

7 5. Plaintiff brings this action on behalf of himself and other members of the general
8 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
9 is filed are current, former, and/or future employees of Defendants as direct employees as well as
10 temporary employees employed through temp agencies who work as hourly non-exempt employees.
11 At all times mentioned herein, the currently named Plaintiff is and was a resident of California and
12 was employed by Defendants in the State of California within the four (4) years prior to the filing
13 of the complaint commencing this Action.

14 6. Plaintiff also brings this action as a representative of the Labor and Workforce
15 Development Agency on behalf of himself and other current and former employees subject to
16 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
17 filed include current, former and/or future employees of Defendants who work, worked, or will work
18 for Defendants as direct employees as well as temporary employees employed through temp
19 agencies as hourly non-exempt employees in California.

20 7. Defendants employed Plaintiff as an hourly non-exempt employee who worked
21 remotely from in or around November 1, 2021, until on or about April 19, 2023.

22 8. Plaintiff is informed and believes and thereon alleges that Defendants employed him
23 and other hourly non-exempt remote employees throughout the State of California and therefore
24 their conduct forms a significant basis of the claims asserted in this matter.

25 9. Plaintiff is informed and believes and thereon alleges that Defendant PUBLIC
26 CONSULTING GROUP, LLC is authorized to do business within the State of California and is
27 doing business in the State of California and/or that Defendants DOES 1-25 are, and at all times
28 relevant hereto were persons acting on behalf of Defendant PUBLIC CONSULTING GROUP, LLC

1 in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
2 policies. Defendant PUBLIC CONSULTING GROUP, LLC operates in Los Angeles County and
3 employed Plaintiff and putative class members, and aggrieved employees in Los Angeles County,
4 including but not limited to, at 543 League Avenue, La Puente, CA 91744.

5 10. Plaintiff is informed and believes and thereon alleges that Defendant PUBLIC
6 PARTNERSHIPS LLC is authorized to do business within the State of California and is doing
7 business in the State of California and/or that Defendants DOES 26-50 are, and at all times relevant
8 hereto were persons acting on behalf of Defendant PUBLIC PARTNERSHIPS LLC in the
9 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
10 Defendant PUBLIC PARTNERSHIPS LLC operates in Los Angeles County and employed Plaintiff
11 and putative class members in Los Angeles County, including but not limited to, at 543 League
12 Avenue, La Puente, CA 91744.

13 11. Plaintiff is informed and believes and thereon alleges that Defendant DOES 51-100
14 are individuals unknown to Plaintiff. Each of the individual Defendant is sued individually in his or
15 her capacity as an agent, shareholder, owner, representative, supervisor, independent contractor
16 and/or employee of each Defendant and participated in the establishment of, or ratification of, the
17 aforementioned illegal wage and hour practices or policies.

18 12. Plaintiff is unaware of the true names of Defendant DOES 1-100. Plaintiff sues said
19 Defendants by said fictitious names and will amend this Complaint when the true names and
20 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
21 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
22 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

23 13. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
24 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
25 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
26 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
27 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
28 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this

1 Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted
2 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
3 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,
4 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendant" means
5 "Defendants and each of them," and refers to the Defendant named in the particular cause of action
6 in which the word appears and includes Defendants PUBLIC CONSULTING GROUP, LLC;
7 PUBLIC PARTNERSHIPS LLC; and DOES 1 to 100, inclusive.

8 14. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
9 employee, and/or joint venturer of each of the other Defendants and was acting within the course
10 and scope of said conspiracy, agency, employment, and/or joint venture and with the permission
11 and consent of each of the other Defendants.

12 15. Plaintiff makes the allegations in this Complaint without any admission that, as to
13 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
14 reserves all of Plaintiff's rights to plead in the alternative.

15 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

16 16. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
17 ("Wage Order"), codified at California Code of Regulations, title 8, section 11040, Defendants are
18 employers of Plaintiff within the meaning of Wage Order 4 and applicable Labor Code sections.
19 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
20 herein in violation of the Wage Order and the Labor Code.

21 17. **Failure to pay wages for all hours worked at the legal minimum wage:**
22 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
23 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
24 which includes all time that an employee is under the control of the employer and all time the
25 employee is suffered and permitted to work. This includes the time an employee spends, either
26 directly or indirectly, performing services which inure to the benefit of the employer.

27 18. Labor Code sections 1194 and 1197 require an employer to compensate employees
28 for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the

1 Wage Orders.

2 19. Plaintiff and similarly situated hourly non-exempt employees who worked remotely
3 worked more minutes per shift than Defendants credited them with having worked. Defendants
4 failed to pay Plaintiff and similarly situated hourly non-exempt employees who worked remotely
5 all wages at the applicable minimum wage for all hours worked due to Defendants' policies,
6 practices, and/or procedures including, but not limited to:

7 (a) Plaintiff and similarly situated hourly non-exempt employees who worked remotely
8 were not paid for the time spent setting up their remote workstations with computer equipment and
9 accessories supplied by Defendants; and

10 (b) Plaintiff and similarly situated hourly non-exempt employees who worked remotely
11 were not paid for the time spent booting up Defendants' computer systems prior to being able to
12 clock-in for the start of their shifts.

13 20. Plaintiff and similarly situated employees were not paid for this time resulting in
14 Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated
15 employees worked.

16 21. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
17 employees to be subject to Defendants' control without paying wages for that time. This resulted in
18 Plaintiff and similarly situated employees working time for which they were not compensated any
19 wages, in violation of Labor Code sections 1194, 1197, and Wage Order 4.

20 22. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
21 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
22 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
23 which includes all time that an employee is under the control of the employer and all time the
24 employee is suffered or permitted to work. This includes the time an employee spends, either
25 directly or indirectly, performing services which inure to the benefit of the employer.

26 23. Labor Code sections 510 and 1194 and Wage Order 4 require an employer to
27 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
28 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work

1 in a workweek:

2 Any work in excess of eight hours in one workday and any work in excess of 40
3 hours in any one workweek and the first eight hours worked on the seventh day of
4 work in any one workweek shall be compensated at the rate of no less than one and
5 one-half times the regular rate of pay for an employee. Any work in excess of 12
6 hours in one day shall be compensated at the rate of no less than twice the regular
7 rate of pay for an employee. In addition, any work in excess of eight hours on any
8 seventh day of a workweek shall be compensated at the rate of no less than twice the
9 regular rate of pay of an employee.

10 Labor Code section 510; Wage Order 4, §3.

11 24. Defendants failed to pay Plaintiff and similarly situated employees all wages at the
12 applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or
13 procedures including, but not limited to,

14 (a) Plaintiff and similarly situated hourly non-exempt employees who worked remotely
15 were not paid for the time spent setting up their remote workstations with computer equipment and
16 accessories supplied by Defendants; and.

17 (b) Plaintiff and similarly situated hourly non-exempt employees who worked remotely
18 were not paid for the time spent booting up Defendants' computer systems prior to being able to
19 clock-in for the start of their shifts.

20 25. Plaintiff and similarly situated non-exempt remote employees were not paid for this
21 time.

22 26. To the extent the employees had already worked 8 hours in the day and on
23 workweeks they had already worked 40 hours in a workweek, the employees should have been paid
24 overtime for this unpaid time. This resulted in hourly non-exempt employees working time which
25 should have been paid at the legal overtime rate but was not paid any wages in violation of Labor
26 Code sections 510, 1194, and Wage Order 4.

27 27. Overtime is based upon an employee's regular rate of pay. "The regular rate at which
28 an employee is employed shall be deemed to include all remuneration for employment paid to, or
on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement Policies
and Interpretations Manual, Section 49.1.2.

28 28. In this case, Plaintiff alleges that when he and similarly situated non-exempt remote

1 employees earned overtime wages, Defendants failed to pay them overtime wages at the proper
2 overtime rate of pay due to Defendants' failure to include all remuneration when calculating the
3 overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of
4 failing to include all remuneration such as "bonus pay", "friends and family pay", "customer service
5 bonus", "COVID-19 bonus", and "dual language pay", for example, when calculating Plaintiff's
6 and similarly situated non-exempt remote employees' regular rate of pay for the purpose of paying
7 overtime.

8 29. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
9 failing to pay Plaintiff and similarly situated employees at their regular rate of pay for all overtime
10 hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

11 30. **Failure to pay wages for accrued paid sick days at the regular rate of pay:**
12 Defendants had a policy and/or procedure where Plaintiff and similarly situated non-exempt remote
13 employees accrued paid sick time.

14 31. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
15 who...works in California for the same employer for 30 or more days within a year from the
16 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
17 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
18 at the commencement of employment. Labor Code section 246(b).

19 32. Here, Plaintiff and similarly situated non-exempt remote employees were employed
20 by Defendants for 30 or more days and were entitled to paid sick days. Also, Plaintiff and similarly
21 situated non-exempt remote employees began accruing paid sick days since the beginning of each
22 of their respective employment with Defendants.

23 33. Labor Code section 246, subdivision (l), provides that an employer shall calculate
24 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
25 workweek in which the employee elected to use paid sick time. "The regular rate at which an
26 employee is employed shall be deemed to include all remuneration for employment paid to, or on
27 behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and
28 Interpretations Manual, Section 49.1.2.

1 34. In this case, Plaintiff alleges that when he and similarly situated non-exempt remote
2 employees elected to use paid sick time, Defendants failed to pay them sick time wages at the proper
3 sick time rate of pay due to Defendants' failure to include all remuneration when calculating the
4 sick time rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of
5 failing to include all remuneration such as "bonus pay", "friends and family pay", "customer service
6 bonus", "COVID-19 bonus", and "dual language pay", for example, when calculating Plaintiff's
7 and similarly situated non-exempt remote employees' regular rate of pay for the purpose of paying
8 sick time.

9 35. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
10 failing to pay Plaintiff and similarly situated non-exempt remote employees at their sick time regular
11 rate of pay for all sick time accrued, in violation of Labor Code section 246.

12 36. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
13 *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his
14 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
15 worked by the employee, except for any employee whose compensation is solely based on a salary
16 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
17 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
18 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
19 all deductions made on written orders of the employee may be aggregated and shown as one item,
20 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
21 the name of the employee and his or her social security number, (8) the name and address of the
22 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
23 and the corresponding number of hours worked at each hourly rate by the employee."

24 37. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
25 provide accurate wage and hour statements to him and other similarly situated employees who were
26 subject to Defendants' control for uncompensated time and who did not receive all their earned
27 wages (including minimum wages, overtime wages, and sick pay wages at the regular rate of pay)
28 in violation of Labor Code section 226.

1 38. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
2 timely after an employee's employment ends. The wages are due immediately upon termination or
3 within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

4 39. In direct violation of Labor Code sections 201 and/or 202, Plaintiff alleges
5 Defendants maintained a policy, practice, and/or procedure of paying Plaintiff and similarly situated
6 employees who separated from their employment with Defendants whether by termination or
7 voluntary resignation on the payroll cycle following the separation of their employment.

8 40. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
9 he, and on information and belief, other similarly situated employees, were not paid their final wages
10 in a timely manner as required by Labor Code section 203. Minimum wages for all hours worked,
11 overtime wages for overtime hours worked, and sick pay wages at the regular rate of pay (all
12 described above), were not paid at the time of Plaintiff's and other similarly situated employees'
13 separation of employment, whether voluntarily or involuntarily, as required by Labor Code sections
14 201, 202, and 203.

15 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

16 41. Plaintiff brings this action on behalf of himself, on behalf of others similarly situated,
17 and on behalf of the general public, and as members of a Class defined as follows:

18 A. **Minimum Wage Class:** All current and former hourly non-exempt
19 employees employed by Defendants as direct employees as well as temporary employees employed
20 through temp agencies who worked remotely in California at any time from four (4) years prior to
21 the filing of the initial Complaint in this matter through the date notice is mailed to a certified class
22 who were not paid at least minimum wage for all time they were subject to Defendants' control.

23 B. **Overtime Class:** All current and former hourly non-exempt employees
24 employed by Defendants as direct employees as well as temporary employees employed through
25 temp agencies who worked remotely in California at any time from four (4) years prior to the filing
26 of the initial Complaint in this matter through the date notice is mailed to a certified class who
27 worked more than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7)
28 days in a workweek, to whom Defendants did not pay overtime wages.

1 C. **Regular Rate Class:** All current and former hourly non-exempt employees
2 employed by Defendants as direct employees as well as temporary employees employed through
3 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
4 in this matter through the date notice is mailed to a certified class who worked more than eight (8)
5 hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek,
6 who received additional remuneration during pay periods in which they were paid overtime wages,
7 and whose compensation did not include such additional remuneration when Defendants calculated
8 those employees' overtimes wages.

9 D. **Sick Time Pay Class:** All current and former hourly non-exempt employees
10 employed by Defendants in California who earned additional remuneration during any pay periods
11 in which they accrued sick pay and whose regular rate of pay did not include such additional
12 remuneration when Defendants calculated those employees' sick pay wages.

13 E. **Wage Statement Class:** All current and former hourly non-exempt
14 employees employed by Defendants as direct employees as well as temporary employees employed
15 through temp agencies in California at any time from one (1) year prior to the filing of the initial
16 Complaint in this action through the date notice is mailed to a certified class who received inaccurate
17 or incomplete wage and hour statements.

18 F. **Waiting Time Class:** All current and former hourly non-exempt employees
19 employed by Defendants as direct employees as well as temporary employees employed through
20 temp agencies in California at any time from three (3) years prior to the filing of the initial Complaint
21 in this action through the date notice is mailed to a certified class who did not receive payment of
22 all unpaid wages upon separation of employment within the statutory time period.

23 G. **California Class:** All aforementioned classes are herein collectively referred
24 to as the "California Class."

25 42. There is a well-defined community of interest in the litigation and the classes are
26 ascertainable:

27 A. **Numerosity:** While the exact number of class members in each class is
28 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of

1 all members is impractical under the circumstances of this case.

2 **B. Common Questions Predominate:** Common questions of law and fact exist
3 as to all members of the Plaintiff classes and predominate over any questions that affect only
4 individual members of each class. The common questions of law and fact include, but are not limited
5 to:

6 i. Whether Defendants violated Labor Code sections 1194 and 1197 by
7 not paying wages at the minimum wage rate for all time that the Minimum Wage Class Members
8 were subject to Defendants' control;

9 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
10 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
11 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
12 a workweek;

13 iii. Whether Defendants violated Labor Code sections 510 and 1194 by
14 not paying the Regular Rate Class Members at the applicable overtime rate for working in excess
15 of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days
16 in a workweek;

17 iv. Whether Defendants violated Labor Code section 246 by employing
18 the Sick Time Pay Class Members without paying sick pay wages at the proper rate;

19 v. Whether Defendants failed to provide the Wage Statement Class
20 Members with accurate itemized statements at the time they received their itemized statements;

21 vi. Whether Defendants failed to provide the Waiting Time Class
22 Members with all of their earned wages upon separation of employment within the statutory time
23 period;

24 vii. Whether Defendants committed unlawful business acts or practice
25 within the meaning of Business and Professions Code sections 17200, *et seq.*;

26 viii. Whether Class Members are entitled to unpaid wages, penalties, and
27 other relief pursuant to their claims;

28 ix. Whether, as a consequence of Defendants' unlawful conduct, the

1 Class Members are entitled to restitution, and/or equitable relief; and

2 x. Whether Defendants' affirmative defenses, if any, raise any common
3 issues of law or fact as to Plaintiff and as to Class Members as a whole.

4 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members
5 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising
6 out of Defendants' failure to pay wages at least at minimum wage for all time the employees were
7 subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained
8 damages arising out of Defendants' failure to pay overtime wages for overtime hours worked.
9 Plaintiff and members of the Regular Rate Class sustained damages arising out of Defendants'
10 failure to pay overtime wages at the proper rate for overtime hours worked. Plaintiff and members
11 of the Sick Pay Class sustained damages arising out of Defendants' failure to pay accrued paid sick
12 time at the regular rate of pay. Plaintiff and members of the Wage Statement Class sustained
13 damages arising out of Defendants' failure to furnish them with accurate itemized wage statements
14 in compliance with Labor Code section 226. Plaintiff and members of the Waiting Time Class
15 sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages due
16 upon separation of employment within the statutory time limit.

17 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
18 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
19 other class members.

20 E. **Superiority:** A class action is superior to other available means for the fair
21 and efficient adjudication of this controversy. Because individual joinder of all members of each
22 class is impractical, class action treatment will permit a large number of similarly situated persons
23 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
24 unnecessary duplication of effort and expense that numerous individual actions would engender.
25 The expenses and burdens of individual litigation would make it difficult or impossible for
26 individual members of each class to redress the wrongs done to them, while important public
27 interests will be served by addressing the matter as a class action. The cost to and burden on the
28 court system of adjudication of individualized litigation would be substantial, and substantially more

1 than the costs and burdens of a class action. Individualized litigation would also present the potential
2 for inconsistent or contradictory judgments.

3 F. **Public Policy Consideration:** Employers throughout the state violate wage
4 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect
5 retaliation. Former employees fear bringing actions because they perceive their former employers
6 can blacklist them in their future endeavors with negative references or by other means. Class
7 actions provide the class members who are not named in the Complaint with a type of anonymity
8 that allows for vindication of their rights.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

11 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

12 **(Against All Defendants by Plaintiff and the Minimum Wage Class)**

13 43. Plaintiff incorporates all paragraphs above as though fully set forth herein.

14 44. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were
15 hourly non-exempt employees of Defendants who worked remotely.

16 45. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
17 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
18 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
19 effect during the time the employees earned the wages.

20 46. Defendants' policies, practices, and/or procedures required Plaintiff and the
21 Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for
22 all of the time in which they were subject to Defendants' control.

23 47. Defendants employed policies, practices, and/or procedures including, but not
24 limited to,

25 (a) Plaintiff and the Minimum Wage Class were not paid for the time spent setting up
26 their remote workstations with computer equipment and accessories supplied by Defendants; and

27 (b) Plaintiff and the Minimum Wage Class were not paid for the time spent booting up
28 Defendants' computer systems prior to being able to clock-in for the start and of their shifts.

48. Plaintiff and the Minimum Wage Class were not paid for this time resulting in Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class worked.

49. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage Class have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

50. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE

SECTIONS 510 and 1194

(Against All Defendants by Plaintiff, the Overtime Class and the Regular Rate Class)

51. Plaintiff incorporates all paragraphs above as though fully set forth herein.

52. At times relevant to this Complaint, Plaintiff, the Overtime Class, and the Regular Rate Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage Order 4.

53. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 4, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a workweek.

54. Labor Code section 510, subdivision (a), states in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime

1 compensation in order to calculate the amount to be paid to an employee for any hour
2 of overtime work.

3 55. Further, Labor Code section 1198 provides,

4 The maximum hours of work and the standard conditions of labor fixed by the
5 commission shall be the maximum hours of work and the standard conditions of labor
6 for employees. The employment of any employee for longer hours than those fixed
7 by the order or under conditions of labor prohibited by the order is unlawful.

8 56. Despite California law requiring employers to pay employees a higher rate of pay for
9 all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek,
10 and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to
11 Plaintiff and the Overtime Class for their daily overtime hours worked.

12 57. Specifically, Defendants' employed policies, practices, and/or procedures including,
13 but not limited to,

14 (a) Plaintiff and the Overtime Class were not paid for the time spent setting up their
15 remote workstations with computer equipment and accessories supplied by Defendants; and

16 (b) Plaintiff and the Overtime Class were not paid for the time spent booting up
17 Defendants' computer systems prior to being able to clock-in for the start of their shifts.

18 58. Plaintiff and the Overtime Class were not paid for this time.

19 59. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime
20 Class being subject to the control of Defendants when they worked more than eight (8) hours in a
21 workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants
22 failed to pay them at their overtime rate of pay for all the overtime hours they worked.

23 60. Overtime is based upon an employee's regular rate of pay. "The regular rate at which
24 an employee is employed shall be deemed to include all remuneration for employment paid to, or
25 on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement Policies
26 and Interpretations Manual, Section 49.1.2.

27 61. In this case, when Plaintiff and Regular Rate Class Members earned overtime wages,
28 Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants'
failure to include all remuneration when calculating the overtime rate of pay. Specifically,
Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration

1 such as “bonus pay”, “friends and family pay”, “customer service bonus”, “COVID-19 bonus”, and
2 “dual language pay”, for example, when calculating Plaintiff’s and Regular Rate Class Members’
3 regular rate of pay for the purpose of paying overtime.

4 62. As a result of Defendants’ unlawful conduct, Plaintiff, the Overtime Class, and the
5 Regular Rate Class have suffered damages in an amount subject to proof, to the extent that they
6 were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

7 63. Pursuant to Labor Code section 1194, Plaintiff, the Overtime Class, and the Regular
8 Rate Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment
9 interest, and attorneys’ fees and costs.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR** 12 **RATE OF PAY IN VIOLATION OF LABOR CODE SECTION 246**

13 **(Against All Defendants by Plaintiff and the Sick Pay Class)**

14 64. Plaintiff incorporates all paragraphs above as though fully set forth herein.

15 65. At all times relevant to this Complaint, Plaintiff and the Sick Pay Class were
16 employees of Defendants, covered by Labor Code section 246 and Wage Order 4.

17 66. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
18 who...works in California for the same employer for 30 or more days within a year from the
19 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
20 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
21 at the commencement of employment. Labor Code section 246(b).

22 67. Here, Plaintiff and the Sick Pay Class were employed by Defendants for 30 or more
23 days and were entitled to paid sick days. Also, Plaintiff and the Sick Pay Class began accruing paid
24 sick days during their employment with Defendants.

25 68. Labor Code section 246, subdivision (l), provides that an employer shall calculate
26 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
27 workweek in which the employee elected to use paid sick time. “The regular rate at which an
28 employee is employed shall be deemed to include all remuneration for employment paid to, or on

1 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and
2 Interpretations Manual, Section 49.1.2.

3 69. In this case, Plaintiff alleges that when he and the Sick Pay Class elected to use paid
4 sick time, Defendants failed to pay them sick time wages at the proper sick time rate of pay due to
5 Defendants’ failure to include all remuneration when calculating the sick time rate of pay.
6 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
7 remuneration such as “bonus pay”, “friends and family pay”, “customer service bonus”, “COVID-
8 19 bonus”, and “dual language pay”, for example, when calculating Plaintiff’s and the Sick Pay
9 Class’s regular rate of pay for the purpose of paying sick time.

10 70. Defendants’ unlawful conduct alleged herein occurred in the course of employment
11 of Plaintiff and the Sick Pay Class, and such conduct has continued through the filing of this
12 Complaint.

13 71. Because Defendants failed to provide employees with wages for sick time in
14 compliance with the law, Defendants are liable to Plaintiff and the Sick Pay Class for payment at
15 the regular rate of compensation for each sick time period that Defendants did not provide sick pay,
16 pursuant to Labor Code section 246.

17 72. Plaintiff, on behalf of himself, and the Sick Pay Class, seek damages and all other
18 relief allowable for each sick time period taken where Defendants failed to pay wages for, plus pre-
19 judgment interest.

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN** 22 **VIOLATION OF LABOR CODE SECTION 226**

23 **(Against All Defendants by Plaintiff and the Wage Statement Class)**

24 73. Plaintiff incorporates all paragraphs above as though fully set forth herein.

25 74. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were
26 hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

27 75. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage
28 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an

1 itemized wage statement accurately stating the following:

2 (1) gross wages earned, (2) total hours worked by the employee, except for any
3 employee whose compensation is solely based on a salary and who is exempt from
4 payment of overtime under subdivision (a) of Section 515 or any applicable order of
5 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
6 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
7 provided that all deductions made on written orders of the employee may be
8 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
9 period for which the employee is paid, (7) the name of the employee and his or her
10 social security number, except that by January 1, 2008, only the last four digits of his
11 or her social security number or an employee identification number other than a social
12 security number may be shown on the itemized statement, (8) the name and address
13 of the legal entity that is the employer, and (9) all applicable hourly rates in effect
14 during the pay period and the corresponding number of hours worked at each hourly
15 rate by the employee.

16 76. Defendants committed direct violations of Labor Code section 226 because they
17 failed to provide Plaintiff accurate itemized wage statements showing final pay on the payroll cycle
18 following separation.

19 77. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
20 provide accurate wage and hour statements to him and the Wage Statement Class who were subject
21 to Defendants' control for uncompensated time and who did not receive all their earned wages
22 (including minimum wages, overtime wages, and sick pay wages at the regular rate of pay), in
23 violation of Labor Code section 226.

24 78. Defendants provided Plaintiff and the Wage Statement Class with itemized
25 statements which stated inaccurate information including, but not limited to, the number of hours
26 worked, the gross wages earned, and the net wages earned.

27 79. Defendants' failure to provide Plaintiff and the Wage Statement Class with accurate
28 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
the Wage Statement Class with accurate wage statements but intentionally provided wage
statements they knew were not accurate. Defendants knowingly and intentionally put in place
practices which deprived employees of wages and resulted in Defendants knowingly and
intentionally providing inaccurate wage statements. These practices included Defendants' failure to
include all hours worked and all wages due.

80. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement Class

1 have suffered injury. The absence of accurate information on their wage statements has prevented
2 earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical
3 computations to determine the amount of wages owed, and will cause difficulty and expense in
4 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of
5 inaccurate information about wages and amounts deducted from wages to state and federal
6 government agencies. As a result, Plaintiff and the Wage Statement Class are required to participate
7 in this lawsuit and create more difficulty and expense for Plaintiff and the Wage Statement Class
8 from having to reconstruct time and pay records than if Defendants had complied with their legal
9 obligations.

10 81. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
11 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
12 violation occurred and one hundred dollars per employee per violation for each subsequent pay
13 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

14 82. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
15 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
16 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
17 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
18 Code section 226(a) and currently employed Wage Statement Class members have no adequate legal
19 remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful
20 conduct. Injunctive relief is the only remedy available for ensuring Defendants' compliance with
21 Labor Code section 226(a).

22 83. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement
23 Class are entitled to recover the full amount of penalties due under section 226(e), reasonable
24 attorneys' fees, and costs of suit.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**

27 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

28 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

1 84. Plaintiff incorporates all paragraphs above as though fully set forth herein.

2 85. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
3 employees of Defendants, covered by Labor Code sections 201 and 202.

4 86. An employer is required to pay all unpaid wages timely after an employee's
5 employment ends. The wages are due immediately upon termination or within seventy-two (72)
6 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
7 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
8 resignation. *Id.*

9 87. Defendants failed to pay Plaintiff and the Waiting Time Class, with all wages earned
10 and unpaid prior to separation of employment, in accordance with either Labor Code section 201 or
11 202. Plaintiff is informed and believes and thereon alleges that at all relevant times within the
12 limitations period applicable to this cause of action, Defendants maintained a policy or practice of
13 not paying hourly employees all earned wages timely upon separation of employment.

14 88. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages earned
15 prior to separation of employment timely in accordance with Labor Code sections 201 and 202 was
16 willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of
17 employment in accordance with Labor Code sections 201 and 202, but intentionally adopted policies
18 or practices incompatible with the requirements of Labor Code sections 201 and 202. Defendants'
19 practices include failing to pay at least minimum wage for all time worked, overtime wages for all
20 overtime hours worked, sick pay wages at the regular rate. When Defendants failed to pay Plaintiff
21 and the Waiting Time Class all earned wages timely upon separation of employment, they knew
22 what they were doing and intended to do what they did.

23 89. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
24 Class are entitled to all wages earned prior to separation of employment that Defendants have yet to
25 pay them.

26 90. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled
27 to continuation of their wages, from the day their earned and unpaid wages were due until paid, up
28 to a maximum of thirty (30) days.

1 California Class have suffered injury in fact and lost money or property, as described in more detail
2 above.

3 97. Pursuant to Business and Professions Code section 17203, Plaintiff and the
4 California Class are entitled to restitution of all wages and other monies rightfully belonging to them
5 that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
6 practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class
7 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each
8 of the unlawful policies, practices, and/or procedures set forth herein.

9 **SEVENTH CAUSE OF ACTION**

10 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
11 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

12 **(Against all Defendants by Plaintiff)**

13 98. Plaintiff incorporates all paragraphs above as though fully set forth herein.

14 99. During Plaintiffs employment and continuing through the present, Plaintiff alleges
15 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 246, 510, 1194, 1197, and the
16 applicable Wage Orders.

17 100. Specifically, Defendants have committed the following violations of California Labor
18 Code:

19 101. **Failure to pay wages for all hours of work at the legal minimum wage rate:**
20 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
21 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
22 which includes all time that an employee is under control of the employer and all time the employee
23 is suffered and permitted to work. This includes the time an employee spends, either directly or
24 indirectly, performing services which inure to the benefit of the employer.

25 102. Labor Code sections 1194 and 1197 require an employer to compensate employees
26 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
27 Wage Orders.

28 103. In this case, Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees worked more minutes per shift than Defendants credited them with having
2 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
3 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
4 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
5 to:

6 (a) Plaintiff and other current and former aggrieved California-based hourly non-exempt
7 employees who worked remotely were not paid for the time spent setting up their remote
8 workstations with computer equipment and accessories supplied by Defendants; and

9 (b) Plaintiff and other current and former aggrieved California-based hourly non-exempt
10 employees who worked remotely were not paid for the time spent booting up Defendants' computer
11 systems prior to being able to clock-in for the start of their shifts.

12 104. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
13 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
14 control without paying wages for that time. This resulted in Plaintiff and other current and former
15 aggrieved California-based hourly non-exempt employees working time for which they were not
16 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
17 Wage Order.

18 105. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
19 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
20 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
21 which includes all time that an employee is under control of the employer and all time the employee
22 is suffered and permitted to work. This includes the time an employee spends, either directly or
23 indirectly, performing services that inure to the benefit of the employer.'

24 106. Labor Code sections 510 and 1194 require an employer to compensate employees a
25 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
26 hours in a workweek, and on any seventh consecutive day of work in a workweek:

27 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
28 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half

(1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

107. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) Plaintiff and other current and former aggrieved California-based hourly non-exempt employees who worked remotely were not paid for the time spent setting up their remote workstations with computer equipment and accessories supplied by Defendants; and,

(b) Plaintiff and other current and former aggrieved California-based hourly non-exempt employees who worked remotely were not paid for the time spent booting up Defendants' computer systems prior to being able to clock-in for the start of their shifts.

108. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

109. In this case, Plaintiff alleges that when he and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as "bonus pay", "friends and family pay", "customer service bonus", "COVID-19 bonus", and "dual language pay", for example, when calculating Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

110. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the

1 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
3 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
4 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
5 sections 510 and 1194 and the applicable Wage Order.

6 **111. Failure to pay wages for accrued paid sick days at the regular rate of pay:**
7 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees accrued paid sick time.

9 112. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
10 who...works in California for the same employer for 30 or more days within a year from the
11 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
12 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
13 at the commencement of employment. Labor Code section 246(b).

14 113. Here, Plaintiff and other current and former aggrieved California-based hourly non-
15 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
16 days. Also, Plaintiff and other current and former aggrieved California-based hourly non-exempt
17 employees began accruing paid sick days since the beginning of each of their respective employment
18 with Defendants.

19 114. Labor Code section 246, subdivision (l), provides that an employer shall calculate
20 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
21 workweek in which the employee elected to use paid sick time. “The regular rate at which an
22 employee is employed shall be deemed to include all remuneration for employment paid to, or on
23 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and
24 Interpretations Manual, Section 49.1.2.

25 115. In this case, Plaintiff alleges that when he and other current and former aggrieved
26 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
27 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include
28 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a

1 policy, practice, and/or procedure of failing to include all remuneration such as “bonus pay”,
2 “friends and family pay”, “customer service bonus”, “COVID-19 bonus”, and “dual language pay”,
3 for example, when calculating Plaintiff’s and other current and former aggrieved California-based
4 hourly non-exempt employees’ regular rate of pay for the purpose of paying sick time.

5 116. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
6 failing to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
7 employees at their sick time regular rate of pay for all sick time accrued, in violation of Labor Code
8 section 246.

9 117. **Failure to timely pay earned wages during employment:** In California, wages
10 must be paid at least twice during each calendar month on days designated in advance by the
11 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
12 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
13 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
14 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
15 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
16 calendar days following the close of the payroll period in which wages were earned. Labor Code
17 section 204(d).

18 118. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed to
19 timely pay Plaintiff’s and other current and former aggrieved California-based hourly non-exempt
20 employees’ earned wages (including minimum wages, overtime wages, and sick pay wages at the
21 regular rate of pay), in violation of Labor Code section 204. Defendants’ aforementioned policies,
22 practices, and/or procedures resulted in their failure to pay Plaintiff’s and other current and former
23 aggrieved California-based hourly non-exempt employees’ their earned wages within the applicable
24 time frames outlined in Labor Code section 204.

25 119. **Failure to provide complete and accurate wage statements:** Labor Code section
26 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
27 his or her wages, the employer must “furnish each of his or her employees ... an itemized statement
28 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any

1 employee whose compensation is solely based on a salary and who is exempt from payment of
2 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
3 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
4 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
5 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
6 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
7 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate by the employee.”

10 120. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
11 and other current and former aggrieved California-based hourly non-exempt employees all wages
12 earned (including minimum wages, overtime wages, and sick pay wages at the regular rate of pay)
13 rendered Plaintiff’s and other current and former aggrieved California-based hourly non-exempt
14 employees’ wage statements inaccurate, in violation of Labor Code section 226.

15 121. **Failure to pay employees all wages due at time of termination/resignation:** An
16 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
17 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
18 hours of resignation (Labor Code section 202).

19 122. In direct violation of Labor Code sections 201 and/or 202, Plaintiff alleges
20 Defendants maintained a policy, practice, and/or procedure of paying Plaintiff and other current and
21 former aggrieved California-based hourly non-exempt employees who separated from their
22 employment with Defendants whether by termination or voluntary resignation on the payroll cycle
23 following the separation of their employment.

24 123. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
25 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
26 their earned wages (including minimum wages, overtime wages, and sick pay wages at the regular
27 rate of pay), Defendants failed to pay those employees timely after each employee’s termination
28 and/or resignation, in violation of Labor Code sections 201, 202, and 203.

1 124. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
2 on behalf of himself or herself and other current or former employees, to bring a civil action to
3 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
4 section 2699.3.

5 125. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
6 section 2699.3. On October 13, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA and
7 provided notice to Defendants by certified mail which provided notice of the specific provisions of
8 the Labor Code alleged to have been violated, including the facts and theories to support the
9 violations alleged.

10 126. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
11 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
12 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
13 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
14 to investigate Plaintiff's claims.

15 127. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
16 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 246, 510, 1194,
17 1197, during Plaintiff's employment and continuing through the present, preceding Plaintiff sending
18 the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

19 a. For violations of Labor Code sections 201, 202, 203, and 204; one hundred
20 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
21 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty
22 amounts established by Labor Code section 2699(f)(2)].

23 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
24 for each employee for each pay period for the initial violation, and for each subsequent violation,
25 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
26 established by Labor Code section 226.3].

27 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
28 employee for each pay period for the initial violation, and for each subsequent violation, one

1 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
2 established by Labor Code section 558].

3 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
4 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
5 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
6 period [penalty amounts established by Labor Code section 1197.1].

7 128. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
8 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

9
10 **PRAYER FOR RELIEF**

11 **WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE**
12 **SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

13 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, AND SIXTH CAUSES OF**
14 **ACTION:**

15 1. That the Court determine that this action may be maintained as a class action (for the
16 entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil
17 Procedure section 382 and any other applicable law;

18 2. That the named Plaintiff be designated as a class representative for the California
19 Class (and all sub-classes thereof);

20 3. For a declaratory judgment that the policies, practices, and/or procedures complained
21 herein are unlawful; and

22 4. For an injunction against Defendants enjoining them, and any and all persons acting
23 in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures
24 set forth herein.

25 **ON THE FIRST CAUSE OF ACTION:**

26 1. That Defendants be found to have violated the minimum wage provisions of the
27 Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

28 2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;
4. For liquidated damages pursuant to Labor Code section 1194.2;
5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
6. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194;
7. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
8. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SECOND CAUSE OF ACTION:

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Overtime Class and the Regular Rate Class;
2. For damages, according to proof, including but not limited to unpaid wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding failure to pay wages for accrued paid sick time as to Plaintiff and the Sick Pay Class;
2. For damages and/or penalties, according to proof, including unpaid regular rate wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor

Code section 218.6, and post-judgment interest; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate

4. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 246; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages or penalties;

3. For pre-judgment interest and post-judgment interest;

4. For an injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in violations of Labor Code section 226, subdivision (a);

5. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 226, subdivision (e); and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FIFTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the Waiting Time Class;

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code section 203 and any other legally applicable damages or penalties;

3. For pre-judgment interest, including under Labor Code section 218.6, and post-judgment interest; and

4. For such other further relief, in law and/or equity, as the Court deems just or

appropriate.

ON THE SIXTH CAUSE OF ACTION:

1. That Defendants be found to have violated Business and Professions Code sections 17200, *et seq.*, for the conduct alleged herein as to the California Class;

2. A declaratory judgment that the practices complained herein are unlawful;

3. An injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein;

4. For restitution to the full extent permitted by law; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SEVENTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to section 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate

///

///

///

///

///

///

//

1 Dated: July 8, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

2
3 By: /s/Paolo Policastro
Joseph Lavi, Esq.
4 Vincent C. Granberry, Esq.
Jovahn Wiggins, Esq.
5 Paolo Policastro, Esq.
Attorneys for Plaintiff
6 QIANGAO LIU
on behalf of himself and others similarly situated
7

8
9 **DEMAND FOR JURY TRIAL**

10 Plaintiff QIANGAO LIU demands a trial by jury for himself and the California Class on all
11 claims so triable.

12 Dated: July 8, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

13
14 By: /s/Paolo Policastro
Joseph Lavi, Esq.
15 Vincent C. Granberry, Esq.
Jovahn Wiggins, Esq.
16 Paolo Policastro, Esq.
Attorneys for Plaintiff
17 QIANGAO LIU
on behalf of himself and others similarly situated
18
19
20
21
22
23
24
25
26
27
28