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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

MICHELLE JACKSON, individually)
and as an aggrieved employee pursuant)
to the Private Attorneys General Act)
(PAGA) on behalf of the State of)
California and other aggrieved)
employees,)

Plaintiffs,

vs.

ALLIANT INTERNATIONAL)
UNIVERSITY, INC., a California)
corporation; and DOES 1 through 50,)
Defendants.)

Case No.: 37-2023-00043742-CU-OE-CTL

**INDIVIDUAL, CLASS, AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to pay
minimum/regular wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Comply with Meal
Break Laws;**
- 4. Failure to Comply with Rest
Break Laws;**
- 5. Failure to Reimburse
Expenses;**
- 6. Failure to Provide Accurate
Wage Statements;**
- 7. Failure to Pay Wages Timely;**
- 8. Failure to Provide and
Maintain Records;**
- 9. Violation of B.&P. Code §§
17200, et seq.; and**
- 10. Violations of Various
Miscellaneous Provisions of the
Labor Code via the PAGA.**

1 Plaintiff MICHELLE JACKSON on behalf of herself, the State of California,
2 and acting for the interests of other current and former employees (“Aggrieved
3 Employees”), the putative class, and all others similarly situated individuals
4 (cumulatively “Plaintiffs”), alleges the following:

5 **NATURE OF THE ACTION**

- 6 1. This is a wage and hour individual, class, and representative action.
- 7 2. Pursuant to Code of Civil Procedure § 382 and the Private Attorney
8 General Act (PAGA), §§ 2698, 2699 of the California Labor Code, Plaintiffs bring this
9 proposed class and representative action against Defendants for workplace abuse in
10 violation of the California Labor Code and the Industrial Welfare Commission Wage
11 Orders (the “IWC Wage Orders”), all of which contribute to Defendants’ deliberate
12 unfair competition in California.
- 13 3. Plaintiffs seek all remedies available to them including but not limited to
14 reimbursements, penalties, restitution, injunctive and other equitable relief, reasonable
15 attorneys’ fees, and costs.

16 **JURISDICTION AND VENUE**

- 17 4. Pursuant to Article VI, § 10 of the California Constitution, subject matter
18 jurisdiction is proper in the Superior Court of California, County of San Diego, State
19 of California because Plaintiffs allege claims arising under California law.
- 20 5. This Court has jurisdiction over the Defendants because each is an
21 association, corporation, business entity, or individual that conducts substantial
22 business in the State of California.
- 23 6. Pursuant to § 395 of the California Code of Civil Procedure, venue is
24 proper in the Superior Court of California for the County of San Diego because
25 Defendant is doing business in the County of San Diego, California and this is where
26 the misconduct occurred to the named Plaintiff.

27 **THE PARTIES**

- 28 7. Plaintiff MICHELLE JACKSON is an individual residing in the County

1 of San Diego, California.

2 8. Defendant ALLIANT INTERNATIONAL UNIVERSITY, INC. is a
3 California corporation doing business in the State of California.

4 9. The true names and capacities, whether individual, corporate, associate or
5 otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
6 Plaintiffs at this time. Plaintiffs therefore sues said Defendants by such fictitious names
7 pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave
8 to amend this Complaint to allege the true names and capacities of DOES 1 through 50
9 when their names are ascertained. Plaintiffs are informed and believe, and based
10 thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs
11 for the events and actions alleged herein.

12 10. Unless otherwise specified by name, the named Defendants and DOES 1
13 through 50 will be collectively referred to as "DEFENDANT EMPLOYER" and/or
14 "Defendants."

15 11. Plaintiffs are informed and believe, and based thereon allege, that each
16 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter
17 ego for each of the other Defendants and each were co-conspirators with respect to the
18 acts and the wrongful conduct alleged herein so that each is responsible for the acts of
19 the other pursuant to the conspiracy and in proximate connection with the other
20 Defendant(s).

21 12. Plaintiffs are informed and believe, and based thereon allege, that each
22 Defendant was acting partly within and partly without the scope and course of their
23 employment, and was acting with the knowledge, permission, consent, and ratification
24 of every other Defendant.

25 13. Plaintiffs are informed and believe, and based thereon allege that each of
26 the Defendants was an agent, managing general partner, managing member, owner, co-
27 owner, partner, employee, and/or representative of each of the Defendants and was at
28 all times material hereto, acting within the purpose and scope of such agency,

1 employment, contract and/or representation, and that each of them is jointly and
2 severally liable to Plaintiffs.

3 14. Plaintiffs are informed and believe, and based thereon allege that each of
4 the Defendants is liable to Plaintiffs under legal theories and doctrines including but
5 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter
6 ego, based in part, on the facts set forth below.

7 15. Plaintiffs are informed and believe, and based thereon allege, that each
8 of the named Defendants are part of an integrated enterprise and have acted or
9 currently act as the employer and/or joint employer of the Plaintiffs/Class Members
10 making each of them liable for the wage and hour violations alleged herein.

11 16. Plaintiffs are informed and believe, and therefore allege, that one, more
12 than one, or each of the named Defendants are liable to the Plaintiffs under legal
13 theories and doctrines including but not limited to (1) the common law joint employer
14 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named
15 Defendants worked as the central hub to an overall business operation by which the
16 interrelationship between these Defendants makes each of the Defendants liable for
17 the wage and hour violations alleged herein.

18 **GENERAL ALLEGATIONS**

19 17. Defendants are in the education business.

20 18. From about July 29, 2013, Defendants employed Plaintiff JACKSON in
21 various job assignments the last of which was serving as Defendants' Assistant Vice
22 President of Student Affairs.

23 19. On August 18, 2023, Defendants involuntarily terminated Plaintiff
24 JACKSON without paying her all wages to which she had a right to receive on the
25 day of her termination in an amount to be proven at trial.

26 **Minimum Wage/Regular Wage claims.**

27 20. Plaintiffs are informed and believe, and therefore allege that pursuant to
28 company policy and/or practice and/or direction, DEFENDANT EMPLOYER paid

1 Aggrieved Employees wages at less than the rate required under state, federal, and
2 local law.

3 21. This claim is premised on Plaintiffs' right to pursue all Labor Code claims
4 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
5 (2018) 23 Cal.App.5th 745.

6 **Failure to Pay State Overtime.**

7 22. Plaintiffs are informed and believe, and therefore allege that pursuant to
8 company policy and/or practice and/or direction, DEFENDANT EMPLOYER failed to
9 pay Aggrieved Employees state overtime compensation and/or the correct amount of
10 overtime compensation.

11 23. This claim is premised on Plaintiffs' right to pursue all Labor Code claims
12 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
13 (2018) 23 Cal.App.5th 745.

14 **Meal and Rest Break Claims.**

15 24. Plaintiffs are informed and believe, and therefore allege that pursuant to
16 company policy and/or practice and/or direction, DEFENDANT EMPLOYER failed to
17 authorize and/or permit Aggrieved Employees from taking all their compliant off-duty
18 meal and rest breaks during the required timeframe as required by law and failed to pay
19 them premium pay, in an amount to be proven at trial.

20 25. This claim is premised on Plaintiffs' right to pursue all Labor Code claims
21 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
22 (2018) 23 Cal.App.5th 745.

23 **Failure to Reimburse.**

24 26. During all times relevant, and pursuant to company policy and/or practice
25 and/or direction, Defendants required Plaintiff JACKSON and, upon information and
26 belief, other employees, to work from home as a condition of their employment and
27 required Plaintiff JACKSON and the Class to use their home internet and incur various
28 other expenses associated with their work for Defendants.

1 27. Defendants required all types of workers, such as professors, assistant
2 professors, office staff, and many others to perform work remotely wherein Defendants
3 did not adequately reimburse for their workers' overhead expenses.

4 28. Defendants' professors and assistant professors often taught classes
5 remotely using software, computers, and other tools to communicate with students and
6 broadcast their lectures.

7 29. Plaintiff JACKSON personally was involved in many zoom meeting with
8 Defendants' employees, sometimes one on one, many times with dozens of Defendants
9 employees, all from afar normally from her home using tools and equipment the named
10 Plaintiff purchased with her own funds.

11 30. The unreimbursed purchases Plaintiff JACKSON and proposed Class
12 Members were required to make to perform their work include, but are not limited to
13 internet connections, office space in their homes devoted to work, phone, utilities, and
14 work-related office supplies/equipment.

15 31. Defendants passed the cost of doing business onto its employees by
16 requiring, without reimbursement, Aggrieved Employees to purchase equipment, tools,
17 and services necessary to perform work for Defendants. *See Aguilar v. Zep, Inc.*, 2014
18 US Dist. LEXIS 120315, *54 (N.D. Cal. Aug. 27, 2014) (Hon. Edward Chen) (where
19 outside sales reps used home internet and computers for work, and even admitted that
20 they would have incurred the same expenses without work duties, the court
21 nevertheless held that the employer was obligated to reimburse some reasonable
22 portion of these expenses); *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at
23 *21 (N.D. Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of home office
24 claims processors with 2802 phone reimbursement claims for landline reimbursements
25 where company required claims processors working from home to have a landline, but
26 rejecting certification of claims for home office supplies as individualized); *Cochran v.*
27 *Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014) ("We hold that when
28 employees must use their personal cell phones for work-related calls, Labor Code

1 section 2802 requires the employer to reimburse them. Whether the employees have
2 cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is
3 a reasonable percentage of their cell phone bills.”)

4 32. This claim is also premised, in part, on Plaintiffs’ right to pursue all Labor
5 Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
6 *USA, Inc.* (2018) 23 Cal.App.5th 745.

7 **Erroneous Wage Statements in Violation of Labor Code § 226.**

8 33. During all times relevant, and pursuant to company policy and/or practice
9 and/or direction and continuing to the present, and pursuant to company policy and/or
10 practice and/or direction, Plaintiffs are informed and believe, and therefore allege that
11 Defendants issued confusing and inaccurate wage and earning statements to Aggrieved
12 Employees, which wage and earning statements failed to comply with Labor Code §
13 226 because they failed to, among other things, identify their correct rates of pay
14 and/or correct gross and net earnings during the applicable pay period.

15 34. As a standalone claim, Plaintiffs are informed and believe, and therefore
16 allege, that Defendants also issued confusing and inaccurate wage and earning
17 statements to Plaintiffs.

18 35. On July 19, 2023, for example, Defendants issued Plaintiff JACKSON a
19 wage and earning statement that said Defendants paid Plaintiff \$938.46 for “Retro
20 Pay,” but provides no further explanation for the reason for this payment leaving any
21 reasonable person guessing why Defendants paid this money to the Plaintiff.

22 36. The above problem made interpretation of the foregoing wage and earning
23 statement hopelessly confusing.

24 37. In addition to the foregoing claims under Labor Code § 226, Plaintiffs are
25 informed and believe, and therefore allege that Plaintiffs’ paystubs and those of
26 similarly situated employees of Defendants were inaccurate because Defendants failed
27 to pay them all wages, as alleged above, supporting a derivative claim under Labor
28 Code § 226.

38. This claim is also premised, in part, on Plaintiffs’ right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

Facts Relating to Derivative Claims, such as Labor Code §§ 203, 204, 204b, etc.

39. Pursuant to the above-mentioned policies, DEFENDANT EMPLOYER failed to pay all wages to which Aggrieved Employees had the right to receive under the law in a timely manner.

40. Derivative claims are premised on Plaintiffs’ right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

REPRESENTATIVE ACTION (PAGA) CLAIMS

41. This is a wage and hour representative action filed pursuant to the PAGA, Labor Code §§ 2698, 2699 generally consists of the following group:

**All persons Defendants employed in the State of California
from October 10, 2022 to the present.**

42. All members of the Aggrieved groups will be referred to as the “Aggrieved Employees.”

43. The “PAGA Period” means from **October 10, 2022** to the present, the timeframe where the scope of statute allows Plaintiffs to recover wages and penalties.

44. California law provides that an employee may file an action against an employer to recover penalties for violations of the Labor Code and Wage Orders provided the aggrieved employee files an action on behalf of him/her or herself/himself and similarly-situated current and former employees.

45. At all material times, DEFENDANT EMPLOYER and DOES 1 through 50 were and/or are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the

1 Industrial Welfare Commission and, as such, are subject to penalties for each
2 underpaid employee as set for in Labor Code § 558.

3 46. As set forth in further detail below, because of the analysis and
4 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent correspondence to the
5 California Labor and Workforce Development Agency (LWDA) and to DEFENDANT
6 EMPLOYER informing DEFENDANT EMPLOYER of their claims and their intent to
7 pursue litigation.

8 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

9 47. As to penalty claims under the Labor Code Private Attorney General
10 Act, on or about **October 10, 2023**, Plaintiffs began to exhaust his/her administrative
11 remedies by sending correspondence to the LWDA and via certified mail to
12 DEFENDANT EMPLOYER indicating Plaintiffs are pursuing the claims alleged in
13 this Complaint.

14 48. By the time the statutory period for Plaintiffs expires from the first letter
15 alleged above and the LWDA likely will not have served Plaintiffs with notice of
16 intent to assume jurisdiction over the applicable penalty claims and did not provide
17 notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period, but
18 more to follow as time expires before this Complaint is amended to report the actual
19 facts.

20 49. Therefore, once the statutory waiting period expires based on the
21 presumed facts above, Plaintiffs will have exhausted all applicable administrative
22 remedies thus permitting Plaintiffs the ability to seek the penalty claims sought in this
23 Complaint.

24 **CLASS ACTION ALLEGATIONS**

25 50. Plaintiffs bring this action on behalf of herself and all others similarly
26 situated as a Class Action pursuant to § 382 of the Code of Civil Procedure.

27 51. Plaintiffs seek to represent the classes and/or subclasses composed of
28 and defined as follows:

1 **All of Defendants’ current or former nonexempt employees**
2 **who worked in the state of California from October 9, 2019**
3 **to the present.**

4 52. Plaintiffs also seek to represent the following subclasses composed of
5 and defined as follows:

6 **Unreimbursed Expense Subclass:** All Members of the Class who,
7 during the relevant period, Defendants did not reimburse for
8 reasonable and necessary expenses.

9 **Wage Statement Subclass:** All Members of the Class who, during
10 the applicable statute of limitations period, did not receive accurate
11 itemized wage statements as required by Labor Code § 226.

12 **UCL Subclass:** All Members of the Class, who, during the relevant
13 period, are owed restitution in the form of unreimbursed expenses.

14 53. The above-mentioned class-members will collectively be referred to as
15 “Class Members.”

16 54. Plaintiffs reserve the right under the California Rules of Court, to
17 amend or modify the class description with greater specificity or further division into
18 subclasses or limitation to particular issues.

19 55. This action is brought and may properly be maintained as a Class Action
20 under the provisions of § 382 of the Code of Civil Procedure because there is a
21 well-defined community of interest in the litigation and the proposed Class is easily
22 ascertainable.

23 **A. Numerosity.**

24 56. The potential members of the Class as defined are so numerous or many,
25 that joinder of all the members of the Class is impracticable.

26 57. While the precise number of Class Members has not been determined at
27 this time, Plaintiffs are informed and believe, and based thereon allege, that
28 DEFENDANT EMPLOYER currently employs, and during the relevant time periods

1 employed, a sufficient number of employees to warrant class certification if all other
2 elements are met.

3 58. Accounting for employee turnover during the relevant periods necessarily
4 increases the number of potential members of the Class.

5 **B. Commonality.**

6 59. There are questions of law and fact common to the Class that predominate
7 over any questions affecting only individual Class Members.

8 60. Common questions of law and fact include, without limitation and subject
9 to possible further amendment, the following:

- 10 a. Whether Defendants violated Labor Code § 2802
11 by failing to reimburse the Class for business
12 expenses;
13 b. Whether Defendants violated Labor Code § 226
14 by not providing accurate paystubs to the Class; and
15 c. Whether the Class May recover restitution pursuant to
16 Business & Professions Code §§ 17200, *et seq.*

17 **C. Typicality.**

18 61. The named Plaintiff's claims are typical of the claims of the Class
19 because the named Plaintiff and all members of the Class sustained injuries and
20 damages arising out of and caused by Defendants' common course of conduct and
21 policies in violation of laws, regulations that have the force and effect of law and
22 statutes as alleged herein.

23 **D. Adequacy of Representation.**

24 62. The named Plaintiff is a member of the Class, does not have any
25 conflicts of interest with other Class Members, and will prosecute the case vigorously
26 on behalf of the Class.

27 63. Counsel representing the named Plaintiff and the putative Class are
28 competent and experienced in litigating employment class actions.

64. The named Plaintiff will fairly and adequately represent and protect the interests of the Class Members.

E. Superiority of Class Action.

65. A class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class.

66. Each Class Member was damaged or suffered injury and may recover by reasons of Defendants' illegal policies and/or practices.

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

68. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude maintenance as a Class Action.

69. For the reasons alleged in this Complaint, this action should be certified as a Class Action.

FIRST CAUSE OF ACTION

Representative Claim under the PAGA for

**Failure to Pay State and Local Minimum/Regular Wages in Violation of
California Labor Code §§ 216, 218, 218.5, 223, 1182.12, 1194,
1194.2, 1197, 1198, and the applicable Industrial Welfare Commission (“IWC”)
Wage Order**

(Against all Defendants)

70. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

71. This claim is premised on Plaintiffs’ right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 72. Pursuant to Labor Code §§ 216, 223, 218, 218.5, 1182.12, 1194, 1194.2, and
2 1197 it is unlawful for a California employer to suffer or permit an employee to work
3 without paying wages for all hours worked, as required by the applicable IWC Wage
4 Order.

5 73. During all times relevant, the applicable IWC Wage Order, including but
6 not limited to Wage Order 4 and/or 5, applied to Aggrieved Employees' employment
7 with Defendants.

8 74. Pursuant to the applicable IWC Wage Order, "hours worked" include the
9 time during which an employee is "suffered or permitted to work, whether or not
10 required to do so."

11 75. Every employer must pay each employee minimum wage as required
12 under state law and, where applicable and if higher, local law.

13 76. During all times relevant, Plaintiffs are informed and believe, and based
14 thereupon allege that Aggrieved Employees were not paid minimum/regular wages for
15 all hours suffered or permitted to work in violation of state and, where applicable, local
16 law and/or their agreement with DEFENDANT EMPLOYER.

17 77. At all material times, DEFENDANT EMPLOYER and DOES 1 through
18 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
19 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
20 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
21 Labor Code or any provision regulating hours and days of work in any Order of the
22 Industrial Welfare Commission and, as such, are subject to penalties for each
23 underpaid employee as set for in Labor Code § 558.

24 78. In committing the violations of state law as herein alleged, Plaintiffs are
25 informed and believe based there upon allege that Defendants have knowingly and
26 willfully refused to perform their obligations to compensate Aggrieved Employees for
27 all wages earned and all hours worked.

28 79. As a direct result, Aggrieved Employees have suffered and continue to

1 suffer, substantial losses related to the use and enjoyment of such compensation,
2 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
3 compel Defendants to fully perform their obligations under state law, all to their
4 respective damage in amounts according to proof at trial and within the jurisdictional
5 limitations of this Court.

6 80. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a
7 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
8 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
9 pay period for each subsequent violation in which DEFENDANT EMPLOYER
10 violated the minimum wage and/or regular wage provisions of the Labor Code,
11 including but not limited to §§ 216, 218, 218.5, 223, 1182.12, 1194, 1194.2, and 1197,
12 the exact amount of the applicable penalty is all in an amount to be shown according to
13 proof at trial.

14 81. Pursuant to the PAGA, Plaintiffs seek to recover from Defendants, and
15 each of them, penalties, attorneys' fees, and costs incurred herein.

16 **SECOND CAUSE OF ACTION**

17 **Representative Claim under the PAGA for**

18 **Failure to Pay State Overtime and/or Double-Time**

19 **Compensation in Violation of California Labor Code §§ 510, 1194, 1198,**

20 **and the Applicable Wage Order**

21 (Against all Defendants)

22 82. Plaintiffs re-allege and incorporate by reference the foregoing
23 allegations as though set forth herein.

24 83. This claim is premised on Plaintiffs' right to pursue all Labor Code
25 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
26 *USA, Inc.* (2018) 23 Cal.App.5th 745.

27 84. During all times relevant, the applicable Wage Order, including but not
28 limited to Wage Order 4 and/or 5, applied to Plaintiffs' employment with Defendants.

1 85. Pursuant to the applicable Wage Order, “hours worked” include the
2 time during which an employee is “suffered or permitted to work, whether or not
3 required to do so.”

4 86. For each hour (or fraction thereof) an employee works over forty (40)
5 hours in a week or more than eight (8) hours in a workday the employer must pay the
6 rate of one and a half times the employee’s regular hourly wage.

7 87. For each hour (or fraction thereof) an employee works more than twelve
8 (12) hours in one day or more than eight (8) hours a day on the seventh consecutive
9 day of work, the employee must be compensated at the rate of no less than twice the
10 regular rate of pay for that employee.

11 88. According to § 49.1.1 of the California Division of Labor Standards and
12 Enforcement Policies and Interpretations Manual, “In California, as with the federal
13 FLSA, overtime is computed based on the regular rate of pay. The regular rate of pay
14 includes many different kinds of remuneration, for example: hourly earnings, salary,
15 piecework earnings, *commissions*, *certain bonuses*, and the value of meals and
16 lodging.” (Emphasis added.)

17 89. Plaintiffs are informed and believe, and therefore allege that
18 DEFENDANT EMPLOYER failed to pay all overtime compensation to the Aggrieved
19 Employees.

20 90. At all material times, DEFENDANT EMPLOYER and DOES 1 through
21 50 were and/or are Aggrieved Employees’ employers or persons acting on behalf of
22 Aggrieved Employees’ employer, within the meaning of California Labor Code § 558,
23 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
24 Labor Code or any provision regulating hours and days of work in any Order of the
25 Industrial Welfare Commission and, as such, are subject to penalties for each
26 underpaid employee as set for in Labor Code § 558.

27 91. In committing the violations of state law as herein alleged, Defendants
28 have knowingly and willfully refused to perform their obligations to compensate

1 Aggrieved Employees for all wages earned and all hours worked.

2 92. As a direct result, Aggrieved Employees have suffered and continue to
3 suffer, substantial losses related to the use and enjoyment of such compensation,
4 wages, lost interest on such monies and expenses and attorney's fees in seeking to
5 compel Defendants to full perform their obligation under state law, all to their
6 respective damage in amounts according to proof at trial and within the jurisdictional
7 limitations of this Court.

8 93. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
9 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
10 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
11 pay period for each subsequent violation in which DEFENDANT EMPLOYER
12 violated the overtime provisions of the Labor Code, including but not limited to §§ 510
13 at 1194, the exact amount of the penalties sought is in an amount to be shown
14 according to proof at trial.

15 94. Pursuant to the PAGA, Plaintiffs seek to recover from Defendants, and
16 each of them, penalties, attorneys' fees, and costs incurred herein.

17 **THIRD CAUSE OF ACTION**

18 **Representative Claim under the PAGA for**

19 **Failure to Comply with the Meal Break Requirements of Labor Code §§ 226.7,** 20 **512, 1198, and the applicable IWC Wage Order**

21 (Against all Defendants)

22 95. Plaintiffs re-allege and incorporate by reference the foregoing allegations
23 as though set forth herein.

24 96. This claim is premised on Plaintiffs' right to pursue all Labor Code claims
25 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
26 (2018) 23 Cal.App.5th 745.

27 97. Plaintiffs are informed and believe, and based thereon allege, that by
28 failing to provide duty-free meal periods of at least thirty (30) minutes for shifts of five

1 hours or more, which began before the end of the fifth hour of work, and failing to pay
2 such employees premium wages of one (1) hour of pay at their regular rate of
3 compensation for each workday the meal period was not provided, Defendants
4 willfully violated the provisions of Labor Code § 226.7, and the applicable IWC Wage
5 Order.

6 98. Based on the misconduct alleged in this Complaint, Plaintiffs are
7 informed and believe, and based thereon allege, that Defendants failed to pay all
8 premium wages owed.

9 99. At all material times, DEFENDANT EMPLOYER and DOES 1 through
10 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
11 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
12 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
13 Labor Code or any provision regulating hours and days of work in any Order of the
14 Industrial Welfare Commission and, as such, are subject to penalties for each
15 underpaid employee as set for in Labor Code § 558.

16 100. In committing the violations of state law as herein alleged, Plaintiffs are
17 informed and believe and based thereon allege that Defendants have knowingly and
18 willfully refused to perform their obligations to compensate Aggrieved Employees for
19 all wages earned and all hours worked.

20 101. As a direct result, Aggrieved Employees have suffered and continue to
21 suffer, substantial losses related to the use and enjoyment of such compensation,
22 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
23 compel Defendants to fully perform their obligations under state law, all to their
24 respective damage in amounts according to proof at trial and within the jurisdictional
25 limitations of this Court.

26 102. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
27 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
28 for the initial violation and two hundred (\$200.00) for each aggrieved employee per

1 pay period for each subsequent violation in which all culpable Defendants violated Cal.
2 Labor Code § 226.7, the exact amount of the applicable penalty is all in an amount to
3 be shown according to proof at trial.

4 103. Wherefore, Plaintiffs request all remedies available to them pursuant to
5 the PAGA.

6 **FOURTH CAUSE OF ACTION**

7 **Representative Claim under the PAGA for**

8 **Failure to Comply with the Rest Break Requirements of Labor Code §§ 226.7,**
9 **512, 1198, and the applicable IWC Wage Order**

10 (Against all Defendants)

11 104. Plaintiffs re-allege and incorporate by reference the foregoing allegations
12 as though set forth herein.

13 105. This claim is premised on Plaintiffs' right to pursue all Labor Code claims
14 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
15 (2018) 23 Cal.App.5th 745.

16 106. Plaintiffs are informed and believe, and based thereon allege, that based
17 on the misconduct alleged in this Complaint, Defendants failed to authorize and permit
18 Plaintiffs to receive a rest period of at least 10 minutes on a separate hourly basis when
19 paid commissions or otherwise to provide paid ten-minute rest periods for every four
20 (4) hours or major fraction thereof worked per day, and by failing to provide premium
21 wages at the regular rate of pay when these periods were not permitted or authorized,
22 Defendants willfully violated the provisions of Labor Code § 226.7, and the applicable
23 IWC Wage Order.

24 107. Plaintiffs are informed and believe, and based thereon allege that based on
25 the misconduct alleged in this Complaint, Defendants failed to pay premium pay for
26 Plaintiffs' missed meal breaks DEFENDANT EMPLOYER failed to provide or
27 authorize.

28 108. At all material times, DEFENDANT EMPLOYER and DOES 1 through

1 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
2 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
3 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
4 Labor Code or any provision regulating hours and days of work in any Order of the
5 Industrial Welfare Commission and, as such, are subject to penalties for each
6 underpaid employee as set for in Labor Code § 558.

7 109. In committing the violations of state law as herein alleged, Plaintiffs are
8 informed and believe and based thereon allege that Defendants have knowingly and
9 willfully refused to perform their obligations to compensate Aggrieved Employees for
10 all wages earned and all hours worked.

11 110. As a direct result, Aggrieved Employees have suffered and continue to
12 suffer, substantial losses related to the use and enjoyment of such compensation,
13 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
14 compel Defendants to fully perform their obligations under state law, all to their
15 respective damage in amounts according to proof at trial and within the jurisdictional
16 limitations of this Court.

17 111. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
18 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
19 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
20 pay period for each subsequent violation in which all culpable Defendants violated Cal.
21 Labor Code § 226.7, the exact amount of the applicable penalty is all in an amount to
22 be shown according to proof at trial.

23 112. Wherefore, Plaintiffs request all remedies available to them pursuant to
24 the PAGA.
25
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FIFTH CAUSE OF ACTION

**Individual, Class, and Representative Claim under the PAGA for
Failure to Indemnify/Reimburse Business Expenses in Violation of
California Labor Code § 1198, 2802, and the applicable Wage Order
(Against all Defendants)**

113. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

114. California Labor Code § 2802 requires employers to indemnify their employees for expenses and losses incurred while discharging their duties or obedience to the directions of their employer.

115. California Labor Code § 2804 mandates that this statutory right cannot be waived.

116. The Plaintiffs incurred losses in obedience to the directions of Defendants in the form of purchase of work-related expenses described in this Complaint.

117. As a direct result of Defendants' violation of California Labor Code § 2802, the Plaintiffs and Class Members suffered and continue to suffer substantial losses related to unpaid expenses, the use and enjoyment of monies owed, lost interest on monies owed, and attorneys' fees in an amount to be proven at the time of trial.

118. Defendants derive an unjust and inequitable economic benefit in failing to comply with the law regarding indemnification and reimbursement of employees.

119. Plaintiffs request all remedies available to them and to the putative Class for Defendants' violations of California Labor Code § 2802, including but not limited to back-owed reimbursement for work-related expenses, interest, statutory and equitable attorneys' fees, costs, and applicable penalties in an amount to be proven at trial.

120. Further, Plaintiffs request all remedies available to them pursuant to the PAGA.

SIXTH CAUSE OF ACTION

Individual, Class, and Representative Claim under the PAGA for

Violations of California Labor Code §§ 226 and 1198

(Against all Defendants)

121. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

122. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that every employer shall, “semimonthly or at the time of each payment of wages, shall furnish to his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number..., (8) the name and address of the legal entity that is the employer. . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. . .” (Labor Code § 226 subdivision (a).)

123. Likewise, California Labor Code § 226, subdivisions (b) and (c), require employers doing business in the State of California to provide current and former employees access to their payroll records.

124. Upon information and belief, during all times relevant to this action, Defendants did not provide accurate wage statements throughout the Class Period.

1 125. Plaintiffs allege that on numerous occasions, an exact amount by which
2 will be proven at trial, Defendants violated various provisions of § 226, including but
3 not limited to subdivisions (a)(1), (a)(2), (a)(4), (a)(5), (a)(6), (a)(8), and (a)(9) by
4 failing to provide Plaintiffs accurate itemized statement in writing accurately showing
5 gross wages earned, total hours worked by the employee, net wages earned, among
6 other things.

7 126. At all material times DEFENDANT EMPLOYER and DOES 1 through
8 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
9 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
10 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
11 Labor Code or any provision regulating business hours and days of work in any Order
12 of the Industrial Welfare Commission and, as such, are subject to penalties for each
13 underpaid employee as set forth in Labor Code § 558.

14 127. In committing the violations of state law as herein alleged, Defendants
15 have knowingly and willfully refused to perform their obligations to compensate
16 Aggrieved Employees for all wages earned and all hours worked.

17 128. As a direct result, Aggrieved Employees have suffered and continue to
18 suffer, substantial losses related to the use and enjoyment of such compensation,
19 wages, lost interest on such monies and expenses and attorney's fees in seeking to
20 compel Defendants to fully perform their obligations under state law, all to their
21 respective damage in amounts according to proof at trial and within the jurisdictional
22 limitations of this Court.

23 129. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a
24 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
25 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
26 pay period for each subsequent violation in which DEFENDANT EMPLOYER
27 violated Labor Code § 226, the exact amount of the applicable penalty is all in an
28 amount to be shown according to proof at trial.

1 130. For Defendants’ misconduct as alleged in this Complaint, Plaintiffs seek
2 damages, penalties, costs, and attorneys’ fees available to them pursuant to the Labor
3 Code including but not limited to §§ 226, 226.3, 226.6, and the PAGA in an amount to
4 be proven at trial.

5 **SEVENTH CAUSE OF ACTION**

6 **Representative Claim under the PAGA for**
7 **Failure to Pay Timely Earned Wages during Employment and**
8 **Upon Separation of Employment in Violation of**
9 **California Labor Code §§ 201, 202, 203,**
10 **204 and/or 204b, 218.5, and 218.6**

11 (Against all Defendants)

12 131. Plaintiffs re-allege and incorporate by reference the foregoing allegations
13 as though set forth herein.

14 132. This claim is premised on Plaintiffs’ right to pursue all Labor Code claims
15 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
16 (2018) 23 Cal.App.5th 745.

17 133. Pursuant to Labor Code § 201, “If an employer discharges an employee,
18 the wages earned and unpaid at the time of discharge are due and payable
19 immediately.”

20 134. Pursuant to Labor Code § 202, “If an employee not having a written
21 contract for a definite period quits his or her employment, his or her wages shall
22 become due and payable not later than 72 hours thereafter, unless the employee has
23 given 72 hours previous notice of his or her intention to quit, in which case the
24 employee is entitled to his or her wages at the time of quitting.”

25 135. Labor Code § 203 provides, in pertinent part: “If an employer willfully
26 fails to pay, without abatement or reduction, ... any wages of an employee who is
27 discharged or who quits, the wages of the employee shall continue as a penalty from
28 the due date thereof at the same rate until paid or until an action therefore is

1 commenced; but the wages shall not continue for more than 30 days. ..."

2 136. Pursuant to Labor Code § 204, "all wages ... earned by any person in any
3 employment are due and payable twice during each calendar month, on days
4 designated in advance by the employer as the regular paydays."

5 137. Alternatively, pursuant to Labor Code § 204b, employers must pay its
6 employees on a weekly basis on a regular day determined by the employer as the
7 regular payday.

8 138. Pursuant to Labor Code §§ 218.5 and 218.6, an action may be brought for
9 the nonpayment of wages and fringe benefits.

10 139. Plaintiffs are informed and believe and based thereon allege that some
11 Aggrieved Employees were not properly paid pursuant to the requirements of Labor
12 Code §§ 201, 202, and 204/204b and thereby seek all remedies available to them.

13 140. At all material times, DEFENDANT EMPLOYER and DOES 1 through
14 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
15 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
16 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
17 Labor Code or any provision regulating hours and days of work in any Order of the
18 Industrial Welfare Commission and, as such, are subject to penalties for each
19 underpaid employee as set for in Labor Code § 558.

20 141. In committing the violations of state law as herein alleged, Defendants
21 have knowingly and willfully refused to perform their obligations to compensate
22 Aggrieved Employees for all wages earned and all hours worked.

23 142. As a direct result, Aggrieved Employees have suffered and continue to
24 suffer, substantial losses related to the use and enjoyment of such compensation,
25 wages, lost interest on such monies and expenses and attorney's fees in seeking to
26 compel Defendants to full perform their obligation under state law, all to their
27 respective damage in amounts according to proof at trial and within the jurisdictional
28 limitations of this Court.

1 143. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a
2 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
3 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
4 pay period for each subsequent violation in which DEFENDANT EMPLOYER
5 violated Labor Code §§ 201, 202, 203, and 204/204b. The exact amount of the
6 applicable penalty is all in an amount to be shown according to proof at trial.

7 144. Wherefore, Plaintiffs request all remedies available to them pursuant to
8 the PAGA.

9 **EIGHTH CAUSE OF ACTION**

10 **Representative Claim for PAGA Penalties**

11 **For Failure to Maintain and Provide Required Records in Violation of**

12 **California Labor Code § 1174**

13 **and the Applicable Wage Order and/or § 1198**

14 (Against all Defendants)

15 145. Plaintiffs re-allege and incorporate by reference the foregoing allegations
16 as though set forth herein.

17 146. This claim is premised on Plaintiffs' right to pursue all Labor Code claims
18 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
19 (2018) 23 Cal.App.5th 745.

20 147. Section 7 of the typical Wage Order requires every employer to
21 maintain time and payroll records.

22 148. Plaintiffs are informed and believe and based thereon alleges that during
23 all times relevant, Defendants failed to comply with § 7 of the applicable IWC Orders
24 and with Labor Code § 1174 by failing to maintain certain records which employers
25 are required to maintain, including but not limited to, an accurate record indicating
26 the number hours worked by the Plaintiffs, evidenced in part by Defendants failure to
27 provide the named Plaintiff's time records despite his request.

28 149. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a

1 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
2 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
3 pay period for each subsequent violation in which all culpable Defendants violated
4 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
5 of the applicable penalty is in an amount to be shown according to proof at trial.

6 150. Wherefore, Plaintiffs request all remedies available to them pursuant to
7 the PAGA.

8 **NINTH CAUSE OF ACTION**

9 **Individual and Class Claim for Remedies for Violations**

10 **of the California Unfair Business**

11 **Practices Code §§ 17200, *et seq.***

12 (Against all Defendants)

13 151. Plaintiffs re-allege and incorporate by reference the foregoing allegations
14 as though set forth herein.

15 152. Defendants, and each of them, are “persons” as defined under Business
16 and Professions Code § 17021.

17 153. Plaintiffs are informed and believe and based thereon allege that
18 Defendants committed the unfair business practices, as defined by Cal. Bus. & Prof.
19 Code § 17200, *et seq.*, by violating the laws alleged to have been violated in this
20 Complaint and which allegations are incorporated herein by reference and which
21 allegations include, but are not limited to:

22 a. Failing to provide the Class and Plaintiffs an accurate
23 itemized wage statement in violation of § 226 of the
24 Labor Code; and

25 b. Failure to reimburse employees for all employer incurred
26 expenses.

27 154. Defendants’ conduct, as alleged above, constitutes unlawful, unfair, and
28 fraudulent activity prohibited by Business and Professions Code §§ 17200, *et seq.*

155. The unlawful and unfair business practices conducted by Defendants, and each of them, are ongoing and present a threat and likelihood of continuing against Plaintiffs and, accordingly, Plaintiffs seek injunctive relief where appropriate.

156. Plaintiffs have suffered injury in fact and lost money or property because of the aforementioned unfair competition.

157. Because of their improper acts, Defendants, and each of them, have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiffs and other employees and former employees of Defendants, and each of them.

158. Defendants, and each of them, should be enjoined from this activity and made to disgorge these ill-gotten gains and restore to Plaintiffs and the Class the wrongfully withheld wages and/or penalties, pursuant to Business and Professions Code §§ 17202 and/or 17203.

159. Plaintiffs and the Class have also incurred and continue to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial and for which they seek compensation pursuant to law including but not limited to Code of Civil Procedure § 1021.5.

TENTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

Under California Labor Code §§ 2698, 2699, *et seq.* for

Individual and Representative Claim for PAGA Penalties and Wage

Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California

Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602,

603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

160. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

161. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

162. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

163. Plaintiffs are informed and believe, and based thereon allege that because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§ 2698 and 2699.

164. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the alleged violations committed

1 against Plaintiffs, and therefore are properly suited to represent the interests of other
2 current and former Represented Employees.

3 165. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
4 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
5 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
6 employee for subsequent violations for all Labor Code provisions for which a civil
7 penalty is not specifically provided.

8 166. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
9 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
10 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
11 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
12 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
13 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
14 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,
15 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,
16 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the
17 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,
18 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
19 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
20 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
21 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,
22 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
23 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
24 and 6399.7.

25 167. Labor Code § 558 establishes a civil penalty as follows: Any employer
26 or other person acting on behalf of an employer who violates, or causes to be violated,
27 a section of this chapter or any provision regulating hours and days of work in any
28 order of the Industrial Welfare Commission (including the “Hours and Days of Work”

1 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
2 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
3 which the employee was underpaid in addition to an amount sufficient to recover
4 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
5 each underpaid employee for each pay period for which the employee was underpaid
6 in addition to an amount sufficient to recover underpaid wages; and (3) wages
7 recovered pursuant to this section shall be paid to the affected employee.

8 168. Wherefore, Plaintiffs request all remedies available to them pursuant to
9 the PAGA.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 12 1. An order that this action may proceed and be maintained as a class
13 action;
- 14 2. For appointment of the named Plaintiff as the representative of the
15 Class;
- 16 3. For appointment of counsel for Plaintiffs as Class Counsel;
- 17 4. That the Court award to Plaintiffs and/or the Class and/or Aggrieved
18 Employees damages for the amount subject to proof at trial;
- 19 5. For payment of all unpaid reimbursements subject to proof at trial;
- 20 6. That Defendants, and each of them, be ordered and enjoined to pay
21 restitution to Plaintiffs and/or the Class and/or Aggrieved Employees pursuant to
22 Business and Professions Code §§ 17200-05;
- 23 7. That Defendants, and each of them, be required to issue to Plaintiffs
24 and/or the Class and/or Aggrieved Employees accurate wage and earning
25 statements;
- 26 8. For maximum civil penalties available under the Labor Code and
27 applicable Wage Order as described more particularly in this Complaint,
28 representative PAGA claims including the payment of wages as set forth in Labor

1 Code § 558;

2 9. For Labor Code § 226(e) penalties in the amount of \$4,000.00;

3 10. For costs, interest, special and general damages;

4 11. That Plaintiffs and/or the Class and/or Aggrieved Employees be
5 awarded reasonable attorneys' fees where available by law, including but not limited
6 to pursuant to Labor Code §§ 2698, *et seq.*, Code of Civil Procedure § 1021.5, and/or
7 other applicable laws; and

8 12. Such other and further relief as this Court may deem proper and just.

9 Dated: October 9, 2023

Law Office of
Thomas D. Rutledge

11 By: Thomas D. Rutledge
12 /s/Thomas D. Rutledge
13 Attorneys for Plaintiffs

14 **DEMAND FOR JURY TRIAL**

15 Plaintiffs hereby demand a jury trial of this matter.

16 Dated: October 9, 2023

Law Office of
Thomas D. Rutledge

19 By: Thomas D. Rutledge
20 /s/Thomas D. Rutledge
21 Attorney for the Plaintiffs