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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DALIA STEPHANIE HOFFENS, an
individual, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

ACCO ENGINEERED SYSTEMS, INC., a
California Corporation, INSIGHT GLOBAL,
LLC, a Delaware limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV24779

CLASS ACTION

Assigned for All Purposes To:
Hon. Maren Nelson
Dept.: 17

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a)
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802
10. Violation of Business & Professions Code § 17200 *et seq.*; and
11. Penalties under PAGA, Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint Filed: October 11, 2023

1 Plaintiff DALIA STEPHANIE HOFFENS (hereinafter “Plaintiff”), on behalf of herself
2 and all other similarly situated non-exempt, hourly workers employed by Defendants in California
3 (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each of
4 them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all other similarly situated
7 current and former Employees within the State of California who, at any time from four years
8 prior to the filing of this lawsuit, are or were employed at offices in California by Defendants
9 ACCO ENGINEERED SYSTEMS, INC., a California corporation; INSIGHT GLOBAL, LLC, a
10 Delaware limited liability company, and DOES 1 through 50, inclusive (all defendants being
11 collectively referred to as “Defendants”). Plaintiff alleges that Defendants, and each of them,
12 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
13 Commission (“IWC”), and the California Business & Professions Code, and seeks redress for
14 these violations.

15 2. Plaintiff is a resident of California and Los Angeles County, and during the time
16 period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee
17 within the State of California placed at Defendant Acco Engineered Systems Inc.’s office in
18 Pasadena, California and within the County of Los Angeles. Defendant ACCO ENGINEERED
19 SYSTEMS, INC. (“Acco”) operates out of several facilities and offices in California and
20 Defendant INSIGHT GLOBAL, LLC (“Insight”) is, upon information and belief, a recruiting and
21 temporary staffing company which jointly employs Employees they have placed at the Acco
22 facilities. Plaintiff and the other similarly situated Employees of Defendants worked in
23 Defendants’ facilities at Defendants’ behest and without being paid all wages due and without
24 being provided all their required meal periods and rest breaks. Upon information and belief,
25 Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2)
26 was subjected to the same policies and practices; and (3) endured similar violations at the hands of
27 Defendants as the other Employee Class members who served in similar and related positions at
28 the Acco facilities and offices in California, including both those Employees who were directly

1 hired by Acco and those hired through Insight and placed with Acco.

2 3. Defendants failed to pay Plaintiff and the Employees in the Class for all their hours
3 worked and failed to record accurate times worked by these Employees, including by requiring off
4 the clock work and unlawful time shaving and rounding, failed to pay them at the appropriate rates
5 for all hours worked, failed to pay all wages due and owing at termination or resignation, and
6 provided Plaintiff and the Class members with inaccurate wage statements that prevented them
7 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the
8 Class with lawful meal and rest periods, as Employees were required to remain under Defendants'
9 control and take shortened or late or interrupted meal periods and were not provided with the
10 opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by
11 the Labor Code and the applicable paragraphs of the IWC Wage Orders.

12 4. Defendant ACCO ENGINEERED SYSTEMS, INC. ("Acco") is a California
13 corporation which lists with the California Secretary of State its principal executive offices and
14 California offices in Pasadena and in Los Angeles County. Acco lists its type of business as
15 "Mechanical Design, Construction and Serv," and explains that it designs, installs, and maintains
16 mechanical systems at its customers' facilities. Acco operates and maintains several offices in
17 California including its principal offices in Pasadena. Plaintiff and the Class members were
18 employed by Acco at these offices and facilities throughout California, including in Los Angeles
19 County. Defendant Acco, upon information and belief, employs Employee Class members at its
20 California offices and facilities either directly or through temporary staffing agencies, such as
21 named Defendant INSIGHT GLOBAL, LLC ("Insight"), and Insight, upon information and belief,
22 employs and places certain Employees in the Class, such as Plaintiff, at the Acco offices and
23 facilities in California. Insight is listed as the employer on the wage statements issued to Plaintiff
24 during her employment, and other employment documents also list Acco as the location of her
25 placement, and upon information and belief Defendants issued similar wage statements to other
26 similarly situated non-exempt employee Class members.

27 5. Defendant INSIGHT GLOBAL, LLC. ("Insight") is a Delaware limited liability
28 company and lists with the California Secretary of State its principal office in Dunwoody, Georgia

1 and its type of business as “Staffing Services.” Upon information and belief, Insight also operates
2 out of several offices throughout California and maintains a presence in the Acco facilities in
3 Pasadena and the other Acco locations in California where Plaintiff and the Class members were
4 placed. Defendant Insight was listed as the employer on wage statements Plaintiff received during
5 her employment, but other employment documents also list Acco as her placement location.

6 6. Upon information and belief, Defendant Acco hires Employees either directly or
7 through staffing agencies such as Insight. Upon information and belief, Acco also maintains
8 control over key aspects of the employment of Plaintiff and the Class members, including
9 controlling their scheduled hours and working conditions, controlling when they receive meal
10 periods and rest breaks and when they are authorized to work overtime, and sets the policies and
11 practices which govern their employment. Although Plaintiff was paid by and received wage
12 statements from Insight, they were employers of Plaintiff along with Acco, who jointly controlled
13 the hours worked by Plaintiff and the Class members, including by setting and controlling their
14 wage rates and their daily working conditions and the policies and practices that governed their
15 daily employment, just as Acco did for any Class members it hired directly to work in its
16 California facilities and offices and for Class members hired through other staffing agencies.

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

1 Plaintiff and the Class Members.

2 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
3 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
4 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
5 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
6 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
7 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
8 County, as Defendant Acco operates its corporate offices and is headquartered in Pasadena,
9 California in Los Angeles County, which is also where Plaintiff and the Class members were
10 placed and worked by Defendants. Upon information and belief, Defendant Insight also maintains
11 offices and facilities in Los Angeles County and throughout California and places Employees
12 there. Defendants therefore employ Plaintiff and other Class members in Los Angeles County and
13 at all the other offices and facilities Defendants maintain and operate throughout California,
14 including in Pasadena, California, and venue is proper in Los Angeles County.

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

23 10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
24 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
25 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
26 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
27 all respects as the employers or joint employers of Employees. Defendants, and each of them,
28 exercised control over the wages, hours or working conditions of Employees, created and

11. implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

12. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by unlawfully miscalculating overtime rates or under-recording of hours worked and by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

13. During the course of Plaintiff and the Class members’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all their overtime hours worked. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly Employees at their offices in California. Upon information and belief, Defendants’ employment of Plaintiff and the Class members is not governed under a collective bargaining agreement.

14. Plaintiff’s position included providing administrative support to her co-workers and Plaintiff’s work duties varied depending on the assignment of the day, which her supervisor communicated to her at shift start up. Plaintiff was generally scheduled to work a shift starting at 8:00 a.m. and ending at 5:00 p.m., including an unpaid one-hour meal period Defendants presumed they provided. On Wednesdays, managers would require that Employees remain until

1 approximately 7:00 p.m. to perform various necessary job duties. Plaintiff, and upon information
2 and belief the other Class members, were generally required to begin working or otherwise be
3 under Defendants' control at least five minutes before 8:00 a.m. or any other scheduled shift start
4 time in order to boot up their computers so they could begin work promptly at their scheduled
5 shift start time.

6 15. Plaintiff would arrive at the main warehouse entrance sufficiently before her
7 scheduled shift start time, which was generally 8:00 a.m. Plaintiff would use a key card to enter
8 the parking lot, elevator, building and office. Upon entering, she would start her desktop
9 computer which could take several minutes to boot up. Once the computer was on, Plaintiff could
10 access Defendants' electronic timekeeping system "E-Recruit" which Plaintiff would access on
11 her computer. Plaintiff would manually enter the exact time she arrived at the office and started
12 her computer, typically five minutes before 8:00 a.m. These electronic times sheets were
13 supposed to capture all of Plaintiff's exact time entries, including the beginning and end of her
14 meal periods, and the end of her work shift. These electronic time sheets would be compiled and
15 submitted to Plaintiff's manager by the end of the week for weekly payroll processing. However,
16 Plaintiff's pay did not reflect all of her time worked. Instead, wage statements typically show
17 reduced work hours, rounded to the quarter hour.

18 16. Several times per week, Plaintiff and upon information and belief other Class
19 members worked shifts beyond 5:00 p.m. to complete the job duties and work tasks Defendants
20 required of them. When Plaintiff and Class members manually inputted their exact start/end time
21 on Defendants' electronic timekeeping system, referred to as E-Recruit, Defendants failed to
22 compensate employees for all their hours worked by rounding down their time to conform to
23 scheduled shift times rather than reflect their actual hours worked. Therefore, upon information
24 and belief, Defendants failed to compensate Plaintiff and the Class members for the time they
25 were working performing job duties or otherwise under Defendants' control before their
26 scheduled shift start time. At the end of the work shift, Plaintiff would typically remain past the
27 end of her scheduled 5:00 p.m. shift time to complete her work. Despite manually inputting her
28 actual shift end time the E-Recruit system, upon information and belief, Defendants rounded

1 Plaintiff's time so that any hours Plaintiff worked beyond her scheduled shift end time of 5:00
2 p.m. was not compensated.

3 17. Defendants did this, upon information and belief, in connection with other
4 employees in a concerted effort to limit and restrict overtime incurred by Plaintiff and the other
5 Class members. However, given the off the clock work and issues with meal periods and their
6 timing, Plaintiff worked beyond eight hours. As a result of the above-described rounding and
7 other off the clock work, Defendants failed to pay Plaintiff and Class members overtime for
8 several minutes at the end of work shifts which Defendants did not record in timekeeping.

9 18. Plaintiff was therefore not paid for all her hours worked at the required minimum,
10 overtime and double time wage rates due to Defendants' policy and practice of requiring her to
11 work off the clock and without pay. With work shifts generally scheduled for eight hours or
12 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
13 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
14 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
15 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
16 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
17 information and belief, the Class members were bound by similar scheduling and work policies
18 which Defendants required them to follow and endured similar violations at Defendants' hands as
19 Plaintiff.

20 19. Defendants have either failed to maintain timekeeping records for Plaintiff that
21 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants'
22 required and the actual hours Plaintiff worked, or have otherwise declined to produce them to
23 Plaintiff in response to a timely and lawful request. By editing time records, or requiring Plaintiff
24 and the Class member to clock in and out for time periods showing less hours than were actually
25 worked or reflecting compliant meal periods that were not provided, and by failing to pay for all
26 hours worked, including at the correct rates of pay, Defendants have committed knowing and
27 intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226
28 and 1174.

1 20. As a result of the above-described unlawful requirements to work off the clock,
2 the failure to accurately record all hours worked and unlawful rounding, and the other wage
3 violations they endured at Defendants' hands, Plaintiff and the Class members were not properly
4 paid all wages earned and all wages owed to them by Defendants, including when working more
5 than eight hours in any given day and/or more than forty hours in any given week. As a result of
6 Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime hours
7 worked for which they were not adequately and completely compensated, in addition to the hours
8 they were required to work off the clock at their regular rates.

9 21. Therefore, from at least four years prior to the filing of this lawsuit and continuing
10 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
11 hours worked and failing to pay minimum wages for all time worked, as required by California
12 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
13 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
14 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
15 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
16 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants
17 paid Plaintiff and the Class members bonuses and shift differentials and other forms of
18 remuneration above and beyond their hourly pay, upon information and belief Defendants
19 miscalculated and therefore underpaid any overtime they paid during these pay periods by failing
20 to include all forms of remuneration in the regular rate used to calculate and pay overtime.

21 22. Defendants also failed to provide Plaintiff and the Class members with their
22 required first and second meal periods, and their first, second, and third required rest breaks. The
23 many and different work demands from managers did not permit those working to take their
24 required breaks or complete all required work within the scheduled times. The above described
25 off the clock work and failure to pay for all hours worked also contributed to Defendants'
26 common policy of failing to provide lawful meal periods to Plaintiff and the Class members, as
27 required under the Labor Code and Paragraph 11 of the applicable IWC Wage Order(s).
28 Defendants similarly systematically failed to authorize and permit Plaintiff and the employee

1 Class Members to take all required 10-minute rest breaks, as required under the Labor Code and
2 Paragraph 12 of the IWC Wage Order(s).

3 23. Defendants thus also failed to schedule rest breaks and meal periods and failed to
4 ensure there was adequate staffing so that Employees could take proper meal periods and rest
5 breaks. Due to the volume of work and demands from managers, Plaintiff and Class members
6 were often unable to take a timely meal period before the start of the fifth hour of work.
7 Moreover, on days when Employees worked beyond ten hours, Defendants failed to provide them
8 with an opportunity to take a second meal period or a third rest breaks. Even when Plaintiff was
9 able to receive a timely first meal period or able to take both rest breaks, these would be
10 interrupted by phone calls, texts, emails, and group chat messages she received to her mobile
11 phone from managers and work personnel regarding scheduling and other work-related items
12 requiring attention. Defendants' unlawful communications often compelled Plaintiff and Class
13 members to cut their meal periods and rest breaks short to complete urgent work tasks at the
14 expense of their breaks. Upon information and belief, Defendants failed to compensate Plaintiff
15 and the Class members for the time they were under control of Defendants during their meal
16 periods and rest breaks.

17 24. When it came time for a meal period or break, Plaintiff had to ensure that she had
18 completed all her assigned work in a timely manner. Many tasks were time sensitive and on some
19 days, the volume of work was so heavy was that it would be impossible for Plaintiff to finish her
20 tasks on time if she took all her required rest breaks. Likewise, due to the time sensitive nature of
21 her work, Plaintiff was on occasion unable to take a meal period until after her fifth hour of work.
22 On work shifts when Plaintiff typically worked more than ten (10) hours, she was generally not
23 provided a second meal period or third rest break. Even when Plaintiff was able to take rest
24 breaks or was able to take a timely meal period, her meal periods and rest breaks would be
25 interrupted by calls, texts, emails and messages from her supervisors and peers. These
26 communications routinely required that Plaintiff cut her meal periods and rest breaks short to
27 respond to them. Therefore, even when Plaintiff and Class members were provided with timely
28 meal periods and rest breaks, these would frequently be interrupted by work-related calls, texts,

1 emails or messages which they had to respond to. Accordingly, Defendants' practices and
2 policies often resulted in late and/or interrupted meal periods and missed and/or interrupted rest
3 breaks.

4 25. Defendants thus failed to provide all the legally required unpaid, off-duty meal
5 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
6 members, as required by the applicable Wage Orders and Labor Code. Defendants did not have a
7 policy or practice which provided or recorded all the legally required unpaid, off-duty meal
8 periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Class
9 members. Plaintiff and other Class members were required to perform work as ordered by
10 Defendants or otherwise remain under Defendants' control for more than five hours during a shift,
11 or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and
12 duty-free 30-minute meal break. Additionally, as addressed above, Defendants followed a practice
13 of requiring off the clock work and unlawful rounding in a manner that would impact when
14 Employees were to receive meal periods and rest breaks, thus leading to further violations.

15 26. As a result, Defendants' failure to provide Plaintiff and the Class members with all
16 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
17 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have
18 either failed to maintain required records of when meal periods were actually provided or failed to
19 produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate
20 and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of
21 wages at each Employee's effective hourly rate of pay, for each meal period or rest break that
22 Defendants failed to provide or deficiently provided.

23 27. Therefore, for at least four years prior to the filing of this action and through to the
24 present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not
25 provided with the opportunity to take required meal breaks due to Defendants' policies and
26 practices. On the occasions when Plaintiff and the Class members were provided with a meal
27 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
28 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or

more of the following manners:

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

28. Defendants also failed to authorize and permit Plaintiff and the Class members to take duty-free, net ten minute rest breaks for ever four hours of shift work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks Plaintiff and the Class members were not authorized and permitted to take as with meal periods. The work demands placed upon Plaintiff, and the unlawful rounding of their hours worked, also manifested in Defendants' failure to authorize and permit duty-free, net ten-minute rest periods.

29. Also, due to the off the clock work addressed above, rest periods were often provided late and were untimely, or Plaintiff and the Class members were required to work through their breaks or remain under Defendants' control during them. Therefore, the job requirements and duties required of Plaintiff and the Class members, and unlawful rounding, manifested in a failure to authorize and permit Class members to take all their required rest breaks. Plaintiff and the other similarly situated Class members were either not authorized, permitted the opportunity to take a rest break, or were required to remain under Defendants' control during them or otherwise had them impermissibly shortened.

1 30. Defendants' policies and practices thus systematically deny and denied Plaintiff
2 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
3 periods. Employers must permit and authorizes employees to take off-duty rest periods. That is,
4 during rest periods employers must relieve employees of all duties and relinquish control over
5 how employees spend their time. Plaintiff and the Class members were and are under Defendants'
6 control when they are working through rest breaks or receiving them late or shortened.

7 31. Plaintiff and the Defendants' Employees in the Class were therefore not authorized
8 and permitted to take lawful rest periods, were systematically required by Defendants to work
9 through or during breaks, and were not provided with one hour's wages in lieu thereof. They
10 were required to remain on-duty during breaks or portions of their breaks, thus making them
11 either untimely or shortened and on-duty, and they were also effectively prevented from leaving
12 the premises during rest breaks under Defendants' policies and practices. Rest period violations
13 therefore arose in one or more of the following manners:

14 (a) Class members were required to work without being provided a minimum
15 ten minute rest period for every four hours or major fraction thereof worked
16 and were not compensated one hour of pay at their regular rate of
17 compensation for each workday that a rest period was not provided;

18 (b) Class members were not authorized and permitted to take timely rest periods
19 for every four hours worked, or major fraction thereof; and

20 (c) Class members were required to remain on-duty during rest periods or
21 otherwise had their rest periods interrupted by work demands.

22 32. From at least four years prior to the filing of this lawsuit and continuing to the
23 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
24 deducting the Employees' earned wages, including by the above described off the clock work and
25 on-duty work while on unpaid meal breaks and by Defendants' policy and practice of editing
26 records or requiring Plaintiff and the Class members to create time punch records that did not
27 reflect their actual hours worked. By not compensating Employees for all hours worked,
28 Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Class members, in

1 violation of Labor Code § 221.

2 33. As a result of the above described illegal policies and practices, Defendants engaged
3 in and enforced the following additional unlawful practices and policies against Plaintiff and the
4 Class members she seeks to represent:

- 5 a. failing to pay all wages owed to Class members who either were discharged, laid
6 off, or resigned in accordance with the requirements of Labor Code §§ 201, 202,
7 203;
- 8 b. failing to pay all wages owed to the Class members twice monthly in accordance
9 with the requirements of Labor Code § 204;
- 10 c. failing to pay Class members all wages owed, including all meal and rest period
11 premium wages;
- 12 d. failing to maintain accurate records of Class members' earned wages and meal
13 periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the
14 applicable IWC Wage Orders; and
- 15 e. failing to produce timekeeping records in response to Plaintiff's timely and lawful
16 request to receive them under these authorities.

17 34. From at least four years prior to the filing of this lawsuit, and continuing to the
18 present, Defendants have also consistently failed to provide Employees with timely, accurate, and
19 itemized wage statements, in writing, as required by California wage-and-hour laws, including by
20 the above-described requirement of off the clock work, unlawful rounding, failure to pay all
21 overtime or pay it at the correct rate, and failure to pay premium wages for unprovided or
22 otherwise unlawful meal and rest breaks. Defendants have also made it difficult to account with
23 precision for the unlawfully withheld wages and meal and rest period compensation owed to
24 Plaintiff and the Class, during the liability period, because they did not implement and preserve a
25 record-keeping method as required for non-exempt employees by California Labor Code §§ 226,
26 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief,
27 time clock punches were not maintained or were not accurately maintained for work shifts and
28 meal periods, which were automatically presumed by Defendants to have been lawfully provided

1 when they were not. Defendants also failed to accurately record and pay for all regular and
2 overtime hours worked by Plaintiff and the Class members. Additionally, Plaintiff was not issued
3 a wage statement by Acco on a weekly basis with her paycheck, nor did Acco appear on wage
4 statements provided by Insight. The staffing agency thus failed to provide Plaintiff and upon
5 information and belief the Class members with accurate itemized wage statements with each
6 paycheck covering that pay period. Plaintiff was not provided with the opportunity to review her
7 timekeeping records for accuracy and to ensure that she was being paid correctly. Upon
8 information and belief, the other similarly situated Class members endured similar violations at
9 Defendants' hands.

10 35. Defendants have thus also failed to comply with Labor Code § 226(a) by failing to
11 issue any wage statements and by issuing wage statements that inaccurately reported total hours
12 worked and total wages earned by Plaintiff and the Class members, along with the appropriate
13 applicable rates, among other requirements. Plaintiff and Class members are therefore entitled to
14 penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants
15 have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by
16 failing to maintain time records showing when the employee begins and ends each work period,
17 meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by
18 itemizing in wage statements all deductions from payment of wages and accurately reporting total
19 hours worked by the Class members. Upon information and belief, Defendants Insight and Acco
20 also failed to provide Employees such as Plaintiff with written notice complying with all the
21 requirements of Labor Code § 2810.5.

22 36. Defendants also required Plaintiff and the Class members to work hours off the
23 clock for which they were not compensated, including unlawfully rounded time and during
24 interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime
25 premium wages owed for work conducted on a work shift and a workday, as addressed above.
26 Therefore, from at least four years prior to filing this lawsuit and continuing to the present,
27 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
28 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-

1 two hours of their resignation, as required by California wage-and-hour laws. In view of the above
2 addressed violations, Defendants have also failed to pay all wages owed to Plaintiff and the Class
3 members twice monthly in accordance with the requirements of Labor Code § 204. Additionally,
4 upon information and belief, Defendant Acco is and has been a client employer within the
5 definition of Labor Code § 2810.3. Therefore, Insight, the labor contractor, must share all civil
6 legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the
7 Class Members with Acco.

8 37. Additionally, from at least four years prior to the filing of this lawsuit and
9 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
10 incur necessary business expenses in the course of performing their required job duties without
11 reimbursement. These included the cell phone related expenses Plaintiff incurred in responding to
12 calls, texts and emails from managers and colleagues and in accessing the internet as required for
13 downloading Google Chat to communicate with manager and peers. Plaintiff was also required to
14 drive to at least one other location for a conference during work shift hours but Defendants
15 neglected to reimburse her for mileage or related automobile expenses and usage. Upon
16 information and belief, Defendants also failed to pay for business expenses incurred by Class
17 members who were required to work remotely, including office related expenses and phone
18 coverage and the like. Plaintiff and the Class members must be reimbursed for these necessary
19 business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

20 38. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
21 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 510,
22 511, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1198, 1199, and California Code of Regulations,
23 Title 8, section 11000 *et seq.* and applicable provisions of the IWC Wage Orders.

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

28 ///

CLASS ALLEGATIONS

40. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees in connection with Defendant Acco’s facilities and offices within the State of California.” Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

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

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

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants’ policy and practice of not timely paying all wages

1 earned when they were due and payable at least twice monthly.

2 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
3 applicable limitations period, either voluntarily or involuntarily separated from their employment
4 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
5 termination.

6 i. Subclass 9. Expense Reimbursement Subclass. All Class members who incurred
7 necessary and reasonable expenses in connection with performing their job duties for Defendants
8 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

9 j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a
10 result of Defendants' business acts and practices, to the extent such acts and practices are found to
11 be unlawful, deceptive, and/or unfair.

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

16 42. Defendants, as a matter of company policy, practice and procedure, and in violation
17 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
18 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
19 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
20 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
21 benefit of this work, required Employees to perform this work and permitted or suffered to permit
22 this work. Defendants have uniformly denied these Class members wages to which these
23 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
24 order to unfairly cheat the competition and unlawfully profit.

25 43. This action has been brought and may properly be maintained as a class action
26 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
27 of interest in this litigation and the proposed Class is easily ascertainable from the employment
28 records for Plaintiff and the Class members that Defendants are required to maintain under

1 California law.

2 **A. Numerosity**

3 44. The potential members of the Class as defined are so numerous that joinder of all
4 the Class members is impracticable. While the precise number of Class member has not been
5 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
6 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
7 Class definition within the State of California. Plaintiff alleges that Defendants' employment
8 records will provide information as to the number and location of all Class members.

9 **B. Commonality**

10 45. There are questions of law and fact common to the Class that predominate over any
11 questions affecting only individual Class members. The common questions are numerous and
12 substantial and flow from Defendants' uniform policies and/or practices of violating the California
13 Labor Code addressed above. As such, these common questions predominate over individual
14 questions concerning each individual Class Member's showing as to his or her eligibility for
15 recovery or as to the amount of damages. These common questions of law and fact include:

- 16 a. Whether Defendants failed to pay Employees minimum wages;
- 17 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 18 c. Whether Defendants failed to pay Employees overtime as required under Labor
19 Code § 510;
- 20 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
21 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
22 premium pay in lieu thereof;
- 23 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
24 Orders, by failing to authorize and permit Employees to take requisite rest breaks
25 or provide premium pay in lieu thereof;
- 26 f. Whether Defendants violated Labor Code § 226(a) by providing Employees with
27 inaccurate wage statements;
- 28 g. Whether Defendants violated Labor Code § 221;

- 1 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
2 wages and compensation due and owing at the time of termination of employment;
- 3 i. Whether Defendants' conduct was willful;
- 4 j. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
5 Orders by failing to maintain accurate records of Class members' earned wages and
6 work periods;
- 7 k. Whether Defendants violated Labor Code § 1194 by failing to compensate all
8 Employees during the relevant time period for all hours worked, whether regular or
9 overtime;
- 10 l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
11 wages earned at least twice monthly;
- 12 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 13 n. Whether Employees are entitled to equitable relief pursuant to Business and
14 Professions Code § 17200 *et seq.*; and
- 15 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
16 business expenses incurred by Employees;
- 17 o. Whether Insight should share with Acco responsibility for all workers placed at
18 Acco's California facilities and offices under California Labor Code § 2810.3.

19 **C. Typicality**

20 46. The claims of the named plaintiff are typical of those of the other Employees. The
21 Employee Class members all sustained injuries and damages arising out of and caused by
22 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
23 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
24 the off the clock work and meal and rest violations she was required to endure are typical of those
25 of the other Class members.

26 **D. Adequacy of Representation**

27 47. Plaintiff will fairly and adequately represent and protect the interest of the
28 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are

1 experienced and competent in litigating employment class actions.

2 **E. Superiority of Class Action**

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

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

19 50. Class action treatment will allow those persons similarly situated to litigate their
20 claims in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
22 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
23 set forth the subject and nature of the instant action. The Defendants' own business records can be
24 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
25 that any further notice is required additional media and/or mailings can be used.

26 51. Defendants, as prospective and actual employers of the Employees in the Class,
27 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
28 Defendants' pay practices, policies and working conditions imposed upon the similarly situated

1 Employees as well as the effect of any alleged arbitration agreements that may have been forced
2 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
3 and policies, most notably intentionally refusing to pay for all hours actually worked which should
4 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
5 agreements and policies and practices on the Employees and Class as a whole.

6 52. Plaintiff and the Employees in the Class did not discover the fact that they were
7 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
8 any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury,
9 to collectively organize and oppose unlawful pay practices under California law as well as obtain
10 injunctive relief preventing such practices from continuing. As a result, the applicable statutes of
11 limitation tolled until such time as Plaintiff and the Class members discovered their claims.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 **(Against All Defendants)**

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

17 54. Defendants failed to pay Employees minimum wages they were owed, including
18 by their consistent policy of failing to pay Employees for all hours worked. Employees would
19 work hours and not receive wages, including as alleged above in connection with off the clock
20 work, including all the time required to remain on duty and under Defendants' control and during
21 breaks and due to the work demands placed upon them by Defendants' management, and due to
22 the unlawful rounding, all addressed in detail above. Defendants, and each of them, have also
23 intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or
24 required Employees to do so, and imposed difficult to attain job and shift scheduling
25 requirements on Plaintiff and the Class members, which resulted in off the clock work and
26 underpayment of all wages owed to Employees over a period of time, while benefiting
27 Defendants. Defendants' uniform pattern of unlawful wage and hour practices manifested,
28 without limitation, applicable to the Class as a whole, as a result of implementing a uniform

1 policy and practice that denied accurate compensation to Plaintiff and the other members of the
2 Class as to minimum wage pay.

3 55. In California, employees must be paid at least the then applicable state minimum
4 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014,
5 and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H)
6 of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an
7 employee is subject to the control of an employer, and includes all the time the employee is
8 suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to
9 California Labor Code § 204, other applicable laws and regulations, and public policy, an
10 employer must timely pay its employees for all hours worked. Defendants failed to do so.

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

14 57. The applicable minimum wage rate fixed by the commission for work during the
15 relevant period is found in the Wage Orders.

16 58. The minimum wage provisions of California Labor Code are enforceable by private
17 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
18 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
19 overtime compensation applicable to the employee is entitled to recover in a civil action the
20 unpaid balance of the full amount of this minimum wage or overtime compensation, including
21 interest thereon, reasonable attorney’s fees and costs of suit.”

22 59. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
23 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
24 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
25 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
26 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
27 the absence of a contractually agreed upon one.

28 60. In committing these violations of the California Labor Code, Defendants

1 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
2 reflect their actual hours worked, or calculated the correct time worked and consequently
3 underpaid the actual time worked by Plaintiff and other members of the Class, including by
4 requiring off the clock work, as addressed in detail above. Defendants acted in an illegal attempt to
5 avoid the payment of all earned wages, and other benefits in violation of the California Labor
6 Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.
7 As a result of these violations, Defendants also failed to timely pay all wages earned in accordance
8 with California Labor Code § 1194.

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

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

17 63. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
18 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
19 interest thereon.

20 64. Also, California Labor Code §1198 instructs that: states, “the maximum hours of
21 work and the standard conditions of labor fixed by the commission shall be the maximum hours of
22 work and the standard conditions of labor for employees. The employment of any employee for
23 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
24 unlawful.” Paragraph 4 of the applicable IWC Wage Orders require the payment of minimum
25 wages for all hours worked, and that all wages earned in a pay period be paid during that period.
26 Defendants’ policies and practices violated these IWC Wage Order requirements. Under Section
27 20(A) of the applicable IWC Wage Orders, Plaintiff and the Class members are entitled to recover
28 civil penalties, in addition to other penalties, for each underpaid Employee for violation of Section

1 4 of the IWC Wage Orders in the amount of \$50 for the initial violation and \$100 for subsequent
2 violations during each relevant pay period when Defendants failed wages for all hours worked.
3 These violations also give rise to violations of Labor Code §§ 203 and 226.

4 65. Defendants have the ability to pay minimum wages for all time worked and have
5 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
6 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

7 66. Additionally, under California Labor Code § 2810.3, Acco shares with Insight,
8 and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
9 Acco for their collective failure to pay all earned wages. California Labor Code § 2810.3
10 requires that “A client employer shall share with a labor contractor all civil legal responsibility
11 and civil liability for all workers supplied by that labor contractor for...the payment of wages.”
12 A “labor contractor” (here, e.g., Insight) is defined as “an individual or entity that supplies,
13 either with or without a contract, a client employer with workers to perform labor within the
14 client employer's usual course of business.” “Client employer” (here Acco) is defined as “a
15 business entity, regardless of its form, that obtains or is provided workers to perform labor
16 within its usual course of business from a labor contractor.” Upon information and belief,
17 Defendant Acco is and has been a client employer within the definition of Labor Code § 2810.3
18 and shares with Insight, the labor contractor, all civil legal responsibility and civil liability for
19 the payment of all wages earned by Plaintiffs and the Class Members. Acco is a joint employer
20 of Plaintiff and some of the Class Members with Insight, including for the reasons set forth
21 above. Acco also directly hires some Class members, who are subject to similar policies and
22 practices as those Employees placed with Acco by Insight.

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

1 provided by the California Labor Code, including § 558, and/or other applicable statutes. To the
2 extent minimum wage compensation is determined to be owed to the Class members who have
3 terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202,
4 and therefore these individuals are also be entitled to waiting time penalties under California
5 Labor Code § 203, which penalties are sought herein on behalf of these Class members.
6 Defendants' failure to timely pay all wages owed also violated Labor Code § 204 for failure to pay
7 all wages owed twice monthly, and resulted in violations of Labor Code § 226 because they
8 resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was
9 willful, intentional and not in good faith. Further, Plaintiff and other Class members are entitled to
10 seek and recover statutory costs.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

13 **(Against All Defendants)**

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

16 69. California Labor Code § 1194 provides that "any employee receiving less than the
17 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
18 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
19 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
20 may be maintained directly against the employer in an employee's name without first filing a
21 claim with the Division of Labor Standards and Enforcement.

22 70. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
23 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
24 Industrial Welfare Commission) by failing to pay Employees for all their hours worked, including:
25 (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a
26 workday or in excess of forty hours in any workweek or for the first eight hours worked on the
27 seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked
28 in excess of twelve hours in any one day or for hours worked in excess of eight hours on any

1 seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees
2 wages for all hours worked, including by requiring off the clock work and unlawful rounding as
3 addressed above and by under-reporting actual hours worked. With work shifts generally being
4 scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the
5 Class members working past eight hours on a shift, which required that they be paid at the correct
6 overtime rate of 1.5 times their regular rate.

7 71. Defendants thus had a consistent policy of not paying Employees wages for all
8 hours worked, including hours at their required regular, overtime, and double-time rates.
9 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
10 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
11 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the
12 Class members all earned and owed straight time and overtime wages and other benefits, in
13 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
14 Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

15 72. Defendants have also violated these provisions by requiring Plaintiff and other
16 similarly situated non-exempt employees to work through meal periods when they were required
17 to be clocked out or to otherwise work off the clock to complete their daily job duties or to attend
18 and participate in company required activities. Based on information and belief, Defendants did
19 not make available to Employees a reasonable protocol for correcting time records when
20 Employees worked overtime hours or to fix incorrect time entries or those that Defendants
21 unlawfully under-recorded to the Employee's detriment.

22 73. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
23 regular wages owed and overtime compensation for all hours worked, as required by California
24 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
25 IWC Wage Order, and is therefore unlawful.

26 74. Additionally, Labor Code § 558(a) provides "any employer or other person acting
27 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
28 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil

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

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

17 76. Employees have been damaged by these violations of California Labor Code §§
18 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
19 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
20 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
21 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
22 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
23 any order or ruling of the commission.”

24 77. Additionally, under California Labor Code § 2810.3, Acco shares with Insight,
25 and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
26 Acco for their collective failure to pay all earned wages. California Labor Code § 2810.3
27 requires that “A client employer shall share with a labor contractor all civil legal responsibility
28 and civil liability for all workers supplied by that labor contractor for...the payment of wages.”

1 A “labor contractor” (here, e.g., Insight) is defined as “an individual or entity that supplies,
2 either with or without a contract, a client employer with workers to perform labor within the
3 client employer's usual course of business.” “Client employer” (here Acco) is defined as “a
4 business entity, regardless of its form, that obtains or is provided workers to perform labor
5 within its usual course of business from a labor contractor.” Upon information and belief,
6 Defendant Acco is and has been a client employer within the definition of Labor Code § 2810.3
7 and shares with Insight, the labor contractor, all civil legal responsibility and civil liability for
8 the payment of all wages earned by Plaintiffs and the Class Members. Acco is a joint employer
9 of Plaintiff and other Class Members, with Insight, including for the reasons set forth above.

10 78. Consequently, pursuant to the California Labor Code, including Labor Code §§
11 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders,
12 including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full
13 amount of all their unpaid wages and overtime compensation for all their hours worked, with
14 interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory
15 penalties against Defendants, and each of them, and any additional sums as provided by the
16 Labor Code and/or other statutes.

17 **THIRD CAUSE OF ACTION**

18 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

19 **(Against All Defendants)**

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

22 80. Employees regularly worked shifts greater than five hours and in some instances,
23 greater than ten hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
24 Wage Order, an employer may not employ someone for a shift of more than five hours without
25 providing him or her with a meal period of not less than thirty minutes or for a shift of more than
26 ten hours without providing him or her with a second meal period of not less than thirty minutes.

27 81. Defendants failed to provide Employees with meal periods as required under the
28 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required

1 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
2 provided them after Employees worked beyond the fifth hour of their shifts or Employees
3 otherwise had them shortened and interrupted by work demands and requirements to remain under
4 Defendants' control. Furthermore, upon information and belief, on the occasions when Employees
5 worked more than ten hours in a given shift, they did so without receiving a second uninterrupted
6 thirty-minute meal period as required by law.

7 82. Defendants thus failed to provide Plaintiff and the Class members with meal
8 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
9 including by not providing them with the opportunity to take meal breaks, by providing them late
10 or for less than thirty minutes, or by requiring them to perform work during breaks.

11 83. Moreover, Defendants failed to compensate Employees for each meal period not
12 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
13 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
14 employee a meal period in accordance with this section, the employer shall pay the employee one
15 hour of pay at the employee's regular rate of compensation for each workday that the meal period
16 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
17 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
18 and 20 of the applicable IWC Wage Orders. To the extent Defendants did pay any meal period
19 premium, upon information and belief they failed to include all forms of remuneration, including
20 bonuses, in the regular rate used to calculate and pay the premium.

21 84. Upon information and belief, Defendant Acco is and has been a client employer
22 within the definition of Labor Code § 2810.3. Therefore, Insight, the labor contractor, must share
23 all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and
24 the Class Members, with Acco, including the premium penalty wages owed for Defendants'
25 failure to provide meal periods.

26 85. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
27 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
28 to one hour of wages at their effective hourly rates of pay for each meal period not provided or

1 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
2 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
3 other statutes and applicable IWC Wage Order paragraphs.

4 **FOURTH CAUSE OF ACTION**

5 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

6 **(Against All Defendants)**

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

9 87. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
10 provide that employers must authorize and permit all employees to take rest periods at the rate of
11 ten minutes net rest time per four work hours.

12 88. Employees consistently worked consecutive four hour shifts and were generally
13 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
14 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
15 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
16 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
17 breaks of not less than ten minutes for each consecutive four hour shift. Employees were often
18 required to work or to otherwise remain under Defendants' control during rest periods, and had
19 breaks provided untimely as a result of the above described off the clock work. Plaintiff and the
20 Class members were also not permitted to leave their work premises during rest breaks.

21 89. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
22 Orders provide that if an employer fails to provide an employee rest period in accordance with this
23 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
24 compensation for each workday that the rest period is not provided.

25 90. Defendants, and each of them, have therefore intentionally and improperly denied
26 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
27 paragraph 12 of the applicable IWC Wage Orders.

28 91. Defendants failed to authorize and permit Plaintiff and the Class members to take

1 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
2 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
3 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
4 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants did pay any rest break
5 premium, upon information and belief they failed to include all forms of remuneration, including
6 bonuses, in the regular rate used to calculate and pay the premium.

7 92. Upon information and belief, Defendant Acco is and has been a client employer
8 within the definition of Labor Code § 2810.3. Therefore, Insight, the labor contractor, must share
9 all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and
10 the Class Members, with Acco, including the premium penalty wages owed for Defendants'
11 failure to provide rest breaks.

12 93. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
13 applicable IWC Wage Orders, Employee Class members are entitled to damages in an amount
14 equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without
15 the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory
16 penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or
17 other statutes.

18 **FIFTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 226(a)**
20 **(Against All Defendants)**

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

23 95. California Labor Code § 226(a) requires an employer to furnish each of his or her
24 employees with an accurate, itemized statement in writing showing the gross and net earnings,
25 total hours worked, and the corresponding number of hours worked at each hourly rate; these
26 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
27 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
28 statements may be given to the employee separately from the payment of wages; in either case the

1 employer must give the employee these statements twice a month or each time wages are paid. As
2 addressed above, Defendant Insight was the only employer listed on any wage statements and
3 Defendant Acco was not listed as an employer nor did it provide its own wage statements to
4 Plaintiff.

5 96. Defendants also failed to provide Plaintiff and the similarly situated Employee
6 Class members with accurate itemized wage statements in writing, as required by the Labor Code
7 and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements given to
8 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
9 including by failing to pay for all hours worked and due to unlawful rounding, failure to pay for all
10 overtime hours worked at the correct rate of pay and for providing deficient meal periods and rest
11 breaks, all of which Defendants knew or reasonably should have known were owed to the
12 Employees, as alleged above.

13 97. Throughout the liability period, Defendants intentionally failed to furnish to
14 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
15 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
16 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
17 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
18 the employee and only the last four digits of his or her social security number or an employee
19 identification number other than a social security number, (8) the name and address of the legal
20 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
21 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
22 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
23 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
24 members with such timely and accurate wage and hour statements.

25 98. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
26 and intentional failure to provide them with the wage and hour statements as required by law and
27 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
28 Defendants have failed to provide an accurate wage statement, failed to provide accurate and

1 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
2 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
3 wage statement alone one or more of the following: (i) The amount of the gross wages or net
4 wages paid to the employee during the pay period or any of the other information required to be
5 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
6 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
7 wages paid to the employee during the pay period, (iii) The name and address of the employer
8 and, (iv) The name of the employee and only the last four digits of his or her social security
9 number or an employee identification number other than a social security number. For purposes
10 of Labor Code § 226(e) “promptly and easily determine” means a reasonable person [i.e. an
11 objective standard] would be able to readily ascertain the information without reference to other
12 documents or information.

13 99. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
14 are required “to pay each employee, on the established payday for the period involved, not less
15 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
16 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
17 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members
18 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
19 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
20 IWC Wage Orders.

21 100. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
22 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
23 Class suffered injuries, including among other things confusion over whether they received all
24 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
25 them to make mathematical computations to analyze whether the wages paid in fact compensated
26 them correctly for all hours worked.

27 101. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
28 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of

1 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
2 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
3 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e), and are entitled to
4 recover further penalties pursuant to paragraphs 4(B) and 20 of the applicable IWC Wage Orders.
5 They are also entitled to an award of costs and reasonable attorneys' fees.

6 **SIXTH CAUSE OF ACTION**
7 **VIOLATION OF LABOR CODE § 221**
8 **(Against All Defendants)**

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

11 103. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
12 receive from an employee any part of wages theretofore paid by said employer to said employee."
13 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
14 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
15 to do so.

16 104. Defendants unlawfully received and/or collected wages from the Employees in the
17 Class by implementing a policy understating the hours worked by Employees, by requiring off the
18 clock work and unlawful rounding and by failing to pay overtime and premiums at the required
19 and correctly calculated regular rate, and by automatically deducting time for meal periods when
20 they were not lawfully provided, as alleged above.

21 105. As a direct and proximate cause of the unauthorized deductions, Employees have
22 been damaged, in an amount to be determined at trial.

23 **SEVENTH CAUSE OF ACTION**
24 **VIOLATION OF LABOR CODE § 204**
25 **(Against All Defendants)**

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

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

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

15 108. All wages due and owing to Plaintiff and the Class members, including as required
16 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
17 required by Labor Code § 1194 and other sections became due and payable to each employee in
18 each pay period that he or she was not provided with a meal period or rest period or paid straight
19 or overtime wages to which he or she was entitled. Additionally, the wage statements issued by
20 Defendant Insight failed to list all hours worked at the applicable rates and undercompensated
21 Plaintiff and the Class members, thus giving rise to further failure to timely pay wages violations.

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

1 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
2 penalties under paragraph 20 of the applicable IWC Wage Orders.

3 110. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
4 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
5 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
6 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
7 applicable IWC Wage Orders.

8 **EIGHTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 203**
10 **(Against All Defendants)**

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

13 112. Plaintiff and numerous Class members are no longer employed by Defendants; they
14 either quit Defendants' employ or were fired therefrom.

15 113. Defendants failed to pay these Employees all wages due and certain at the time of
16 termination or within seventy-two hours of resignation, as addressed in detail above.

17 114. The wages withheld from these Employees by Defendants remained due and owing
18 for more than thirty days from the date of separation from employment.

19 115. Defendants failed to pay Plaintiff and the Class members without abatement, all
20 wages as defined by applicable California law. Among other things, these Employees were not
21 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
22 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
23 Employees and failing to pay Employees at the correctly calculate rate for overtime, and
24 Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as
25 further detailed in this Complaint. Defendants' failure to pay said wages within the required time
26 was willful within the meaning of Labor Code § 203.

27 116. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
28 are required "to pay each employee, on the established payday for the period involved, not less

1 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
2 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
3 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members
4 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
5 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
6 IWC Wage Orders. Also, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are
7 subject to a fine of not less than \$100 for causing Employees “to work for longer hours than those
8 fixed, or under conditions of labor prohibited by an order of the commission” or if the employer
9 pays “a wage less than the minimum fixed by an order of the commission” or “violates...any
10 provision of this chapter or any order or ruling of the commission.”

11 117. Upon information and belief, Defendant Acco is and has been a client employer
12 within the definition of Labor Code § 2810.3. Therefore, Insight, the labor contractor, must share
13 all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and
14 the Class Members, with Acco, including the failure to pay all wages due and owing upon
15 termination or separation from Defendants’ employment.

16 118. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
17 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
18 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
19 shall continue until paid for up to thirty (30) days from the date they were due.

20 **NINTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

22 **(Against All Defendants)**

23 119. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 120. Plaintiff is informed and believes and based thereon alleges that throughout the
26 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
27 related expenses they incurred. Defendants required Plaintiff and the Class members to use their
28 cellular phones to conduct work related business and failed to reimburse for mileage, as addressed

1 above. Plaintiff and the Class members must be reimbursed for these necessary business expenses
2 under Labor Code § 2802 and Defendants systematically failed to do so.

3 121. Defendants thus followed a uniform policy and practice of failing to reimburse
4 Employees for these necessary work related expenses or losses incurred in direct discharge of their
5 job duties during employment with Defendants and at the direction of the Defendants pursuant to
6 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

7 122. Defendants' knowing and willful failure to reimburse lawful necessary work related
8 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
9 things, Defendants did not inform employees of their right to be reimbursed for those work related
10 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
11 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
12 necessary expenses was an expected and essential function of their employment with Defendants
13 and that failure to incur those expenses would have adverse consequences on their employment.

14 123. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
15 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
16 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
17 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
18 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
19 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

20 **TENTH CAUSE OF ACTION**

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

22 **(Against All Defendants)**

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

25 125. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
26 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
27 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
28 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting

1 the public interest within the meaning of Code of Civil Procedure § 1021.5.

2 126. Plaintiff is a “person” within the meaning of Business & Professions Code
3 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
4 relief, restitution, and other appropriate equitable relief.

5 127. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
6 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
7 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
8 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
9 Class members for all hours worked, due to systematic business practices as alleged herein that
10 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
11 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
12 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
13 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

14 128. Wage-and-hour laws express fundamental public policies. Paying employees their
15 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
16 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
17 vigorously to enforce minimum labor standards, to ensure that employees are not required or
18 permitted to work under substandard and unlawful conditions, and to protect law-abiding
19 employers and their employees from competitors who lower costs to themselves by failing to
20 comply with minimum labor standards.

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

27 130. Defendants’ conduct, as alleged above, constitutes unfair competition in violation
28 of the Business & Professions Code § 17200 *et seq.*

1 131. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
2 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
3 reasonable care should have known that their conduct was unlawful; therefore their conduct
4 violates the Business & Professions Code § 17200 *et seq.*

5 132. By the conduct alleged herein, Defendants have engaged and continue to engage in
6 a business practice which violates California and federal law, including but not limited to, the
7 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
8 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
9 should issue declaratory and other equitable relief pursuant to California Business & Professions
10 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
11 competition, including restitution of wages wrongfully withheld.

12 133. As a proximate result of the above-mentioned acts of Defendants, Employees have
13 been damaged, in a sum to be proven at trial.

14 134. Unless restrained by this Court Defendants will continue to engage in such unlawful
15 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
16 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
17 the use by Defendants or their agents or employees of any unlawful or deceptive practice
18 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
19 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
20 failed to pay.

21 **ELEVENTH CAUSE OF ACTION**

22 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

23 **(Against All Defendants)**

24 135. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 136. Plaintiff and the Employees in the Class are also aggrieved employees as defined
27 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
28 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time

1 period.

2 137. In failing to pay Aggrieved Employees minimum wages and overtime, not
3 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
4 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
5 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
6 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
7 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
8 paragraph 7 of the applicable IWC Wage Orders.

9 138. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
10 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
11 including the penalty provisions, without limitation, based, inter alia, on the following California
12 Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558,
13 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and
14 2698 *et seq.*

15 139. More specifically, after complying with the notice procedures of Labor Code §
16 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
17 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
18 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
19 including as follows:

20 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
21 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
22 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198,
23 and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all
24 civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2,
25 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to
26 Labor Code § 2699(g)(1);

27 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
28 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to

1 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
2 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
3 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
4 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
5 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
6 pursuant to Labor Code § 2699(g)(1);

7 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
8 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
9 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
10 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
11 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
12 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
13 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
14 providing inaccurate wage statements and failing to maintain records as required under Labor
15 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
16 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a
17 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
18 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
19 citation, ...";

20 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
21 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
22 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§
23 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC
24 Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

25 (e) Unlawful Deductions and Failure to Reimburse Business Expenses: For
26 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
27 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
28 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties

1 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
2 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
3 pursuant to Labor Code § 2699(g)(1);

4 (f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For
5 Defendants' failure to provide Employees with all their required and earned sick days and all their
6 COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil
7 and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5,
8 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to
9 Labor Code § 2699(g)(1); and

10 (g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For
11 Labor Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the
12 Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code
13 § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
14 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
15 Labor Code § 2699(g)(1).

16 140. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
17 seeks the penalties and remedies set forth in Labor Code § 558, which states:

18 (a) Any employer or other person acting on behalf of an employer who
19 violates, or causes to be violated, a section of this chapter or any provision
20 regulating hours and days of work in any order of the Industrial Welfare
21 Commission shall be subject to a civil penalty as follows: (1) For any initial
22 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
23 which the employee was underpaid in addition to an amount sufficient to recover
24 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
25 each underpaid employee for each pay period for which the employee was
26 underpaid in addition to an amount sufficient to recover underpaid wages...

27 (b) If upon inspection or investigation the Labor Commissioner determines that
28 a person had paid or caused to be paid a wage for overtime work in violation of any
provision of this chapter, or any provision regulating hours and days of work in any
order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for
citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other
civil or criminal penalty provided by law.

141. Plaintiff has exhausted her administrative remedies by submitting a certified letter to the LWDA and Defendants on October 11, 2023 (LWDA-CM-987126-23) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages

1 for all class members in violation of Labor Code § 221, as may be proven;

2 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
3 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

4 11. For restitution for unfair competition pursuant to Business & Professions Code
5 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

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

9 13. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

10 14. For penalties under Labor Code § 558, as may be proven;

11 15. For other wages and penalties under the Labor Code as may be proven;

12 16. For all general, special, and incidental damages as may be proven;

13 17. For an award of pre-judgment and post-judgment interest;

14 18. For an award providing for the payment of the costs of this suit;

15 19. For an award of attorneys' fees; and

16 20. For such other and further relief as this Court may deem proper and just.

17
18 DATED: December 15, 2023

D.LAW, INC.

19
20 By 

21 Emil Davyan
22 David Yermian
23 Alvin B. Lindsay
24 Tania Fonseca
25 Attorneys for Dalia Stephanie Hoffens
26 and all others similarly situated
27
28

DEMAND FOR JURY TRIAL

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

DATED: December 15, 2023

D.LAW, INC.

By



Emil Davyan
David Yeremian
Alvin B. Lindsay
Tania Fonseca
Attorneys for Dalia Stephanie Hoffens
and all others similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205

Registered Agent Solutions, Inc., Agent for Service of Process
Acco Engineered Systems, Inc.
 720 14th St
 Sacramento, CA 95814

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sasha Zambrano

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: DALIA STEPHANIE HOFFENS vs ACCO ENGINEERED SYSTEMS, INC., et al.	CASE NUMBER: 23STCV24779
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 8848867_2023_12_15_12_54_54_234_2
 Submission Number: 23LA01952943
 Court Received Date: 12/15/2023
 Court Received Time: 12:58 pm
 Case Number: 23STCV24779
 Case Title: DALIA STEPHANIE HOFFENS vs ACCO ENGINEERED SYSTEMS, INC., et al.
 Location: Spring Street Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$25,000
 Notice Generated Date: 12/15/2023
 Notice Generated Time: 2:41 pm

Documents Electronically Filed/Received

Status

Amended Complaint	Accepted
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Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
 Contact: Legal Connect
 Phone: (800) 909-6859