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Jordan Crowley

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JORDAN CROWLEY, individually and on
behalf of others similarly situated, and on
behalf of other aggrieved employees
pursuant to the Private Attorneys General
Act,

Plaintiff,

vs.

INVISIBLE TECHNOLOGIES INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: CGC-23-610522

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Labor Code §§ 226, 245, 246, and 248.5 (Failure to Provide Paid Sick Leave and Written Notice of Paid Sick Leave)
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.
- (10) Violation Of Cal. Labor Code § 2699, (Private Attorneys General Act)

DEMAND FOR TRIAL BY JURY

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
01/22/2024
Clerk of the Court
BY: WILLIAM TRUPEK
Deputy Clerk

1 Plaintiff Jordan Crowley (“Plaintiff”), individually and on behalf of other members of the
2 general public similarly situated, and on behalf of other aggrieved employees pursuant to the
3 Private Attorneys General Act, based upon facts that either have evidentiary support or are likely
4 to have evidentiary support after a reasonable opportunity for further investigation and discovery,
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff brings this action against Defendant Invisible Technologies Inc. and
8 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendant”) for California
9 Labor Code violations, unfair business practices, and civil penalties stemming from Defendant’s
10 failure to pay overtime compensation, failure to provide meal periods, failure to authorize and
11 permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide
12 accurate wage statements, and failure to reimburse necessary business-related expenses.

13 2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on
14 behalf of himself and similarly situated current and former employees of Defendant (hereinafter
15 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
16 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
17 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
18 and will be established according to proof at trial.

19 3. Plaintiff’s Tenth Cause of Action is brought as a representative action on behalf
20 of himself and certain other current and former individuals who performed work for Defendant
21 as employees or classified as independent contractors in California during the statutory period
22 against whom one or more of the alleged violations was committed (hereinafter collective referred
23 to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq.
24 Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred.
25 The civil penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior
26 Court and will be established according to proof at trial.

27 4. The Court has jurisdiction over this action pursuant to the California Constitution,
28 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”

except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Francisco.

PARTIES

7. Plaintiff Jordan Crowley is an individual residing in the County of Merced, State of California.

8. Defendant Invisible Technologies Inc. is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware and registered to do business in the state of California with its principal place of business in San Francisco.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct. Invisible Technologies Inc. and Doe Defendants 1 through 50 are collectively referred to herein as "Defendant."

10. Defendant was and at all times herein mentioned was, (a) conducting business in the County of San Francisco, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

11. Plaintiff further alleges that Defendant, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendant employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings the First through Ninth Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows: All current and former non-exempt employees of any of Defendant within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

- a. The proposed subclass is defined as follows: All individuals who have performed work for Defendant within the State of California while classified as an independent contractor of Defendant at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Misclassification Subclass" or "Misclassification Subclass Members.").

14. Plaintiff reserves the right to establish other subclasses as appropriate.

15. The Class is ascertainable and there is a well-defined community of interest in the litigation:

a. **Numerosity:** The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by

inspection of Defendant's employment records.

- b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

- a. Whether Defendant's failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff

1 and the other Class Members for all hours worked, and missed, short, late or
2 interrupted meal periods and rest breaks in violation of California law;

3 c. Whether Defendant required Plaintiff and the other Class Members to work more
4 than eight (8) hours per day and/or more than forty (40) hours per week and failed
5 to pay the legally required overtime compensation to Plaintiff and the other Class
6 Members;

7 d. Whether Defendant deprived Plaintiff and the other Class Members of meal
8 and/or rest periods or required Plaintiff and the other Class Members to work
9 during meal and/or rest periods without compensation;

10 e. Whether Defendant failed to pay meal period premium wages to Class Members
11 when they were not provided with a legally compliant meal period;

12 f. Whether Defendant failed to pay rest period premium wages to Class Members
13 when they were not authorized and permitted to take legally compliant rest
14 periods;

15 g. Whether Defendant failed to pay Plaintiff and the other Class Members proper
16 overtime compensation pursuant to California law;

17 h. Whether Defendant failed to provide Plaintiff and the other Class Members paid
18 sick leave pursuant to California law;

19 i. Whether Defendant failed to provide Plaintiff and the other Class Members notice
20 of paid sick leave pursuant to California law;

21 j. Whether Defendant failed to reimburse Plaintiff and the other Class Members for
22 all necessary business-related expenses and costs in violation of California Labor
23 Code section 2802;

24 k. Whether Defendant failed to timely pay all wages due to Plaintiff and the other
25 Class Members during their employment;

26 l. Whether Defendant complied with wage reporting as required by the California
27 Labor Code, including section 226;

28 m. Whether Defendant's conduct was with malice, fraud or oppression;

- n. Whether Defendant's conduct was willful or reckless;
- o. Whether Defendant engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- p. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violation of California law; and
- q. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. Defendant is a software company which specializes in the provision of custom-trained artificial intelligence solutions for businesses throughout the world.

18. Defendant employed Plaintiff to work as an Advanced AI Data Trainer from approximately May 2023 to the present.

19. During the relevant times set forth herein, Defendant employed Plaintiff, the Class, and the Misclassification Subclass as non-exempt workers who were misclassified as and treated as independent contractors despite the fact that they did not qualify as independent contractors under California law.

20. At the time that they were hired, Defendant provided Plaintiff, the Misclassification Subclass, and the Aggrieved Employees with a "Contractor Agreement" that indicated that Defendant's workers would be treated as independent contractors. As a further condition of employment, Defendant required Plaintiff, the Misclassification Subclass and the Aggrieved Employees to be paid through a direct deposit from Defendant's payments partner for which Plaintiff and the Misclassification subclass were charged a fee to access the wages that they were owed for services rendered.

21. Throughout the time period involved in this case, Defendant had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of

1 Plaintiff, the Class, and the Aggrieved Employees.

2 22. At all times herein mentioned, Defendant was subject to the Labor Code of the
3 State of California and the applicable Industrial Welfare Commission Orders.

4 23. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in
5 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
6 employees. As set forth in more detail below, this scheme involved, *inter alia*, misclassifying its
7 workers as independent contractors despite the fact that they performed duties within the usual
8 course of Defendants' business and otherwise did not qualify as independent contractors, failing
9 to pay Plaintiff, the Class, and the Aggrieved Employees with all wages owed without discount
10 or reduction, routinely failing to permit Plaintiff, the Class, and the Aggrieved Employees to take
11 timely and duty-free meal periods and rest periods in violation of California law (thereby failing
12 to pay them for all hours worked, including minimum and overtime wages), failing to pay
13 Plaintiff, the Class, and the Aggrieved Employees at an overtime rate for work performed in
14 excess of eight hours in a day or forty hours in a workweek, and failing to reimburse Plaintiff, the
15 Class, and the Aggrieved Employees for all necessary business-related expenses.

16 24. Although Plaintiff, the Class, and the Aggrieved Employees performed non-
17 exempt labor subject to Defendant's complete control over the manner and means of performance,
18 Defendant instituted a blanket classification policy, practice and procedure by which all of the
19 Class and Misclassification Subclass members and the Aggrieved Employees were classified as
20 "independent contractors" exempt from compensation for overtime worked, meal breaks and rest
21 breaks, and reimbursement for business related expenses. By reason of this uniform
22 misclassification, the Class, Misclassification Subclass members and Aggrieved Employees were
23 also required to pay Defendant's share of payroll taxes and mandatory insurance premiums. As
24 a result of this uniform misclassification practice, policy and procedure applicable to Plaintiff and
25 the other Class, Misclassification Subclass members and Aggrieved Employees who performed
26 this work for Defendant, engaged in a company-wide policy, practice and procedure which failed
27 to properly classify Plaintiff, the other Class and Misclassification Subclass members and
28 Aggrieved Employees as employees and thereby failed to, among other things, pay them wages

1 for all time worked, reimbursement of business related expenses, failed to provide them with meal
2 and rest breaks, and failed to reimburse these employees for the employer's share of payroll taxes
3 and mandatory insurance. The proper classification of these employees is Defendant's burden.
4 As a result of Defendant's intentional disregard of the obligation to meet this burden, Defendant
5 violated the California Labor Code and regulations promulgated thereunder as herein alleged.

6 25. Throughout the time period involved in this case, Defendant implemented policies
7 and/or practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with
8 timely and duty-free meal periods. Defendant routinely failed to relieve Plaintiff, the Class, and
9 the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
10 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods,
11 regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable
12 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class,
13 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
14 than the end of their fifth hour of work and/or from taking a second thirty (30) minute
15 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten
16 (10) hours. Defendant also failed to maintain accurate records of meal periods taken by Plaintiff,
17 the Class, and the Aggrieved Employees.

18 26. Throughout the time period involved in this case, Defendant did not adequately
19 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under
20 California law. Defendant's actual policy and practice was to simply disregard Plaintiff, the Class,
21 and the Aggrieved Employees's right to take meal periods at all and to require Plaintiff, the Class,
22 and the Aggrieved Employees to work through their meal periods, for which they were not
23 compensated.

24 27. Throughout the time period involved in this case, Defendant failed to pay Plaintiff,
25 the Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
26 interrupted, or shortened in violation of California law. Defendant knew or should have known
27 that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods
28 or payment of one additional hour of pay at their regular rate of pay when a meal period was

missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

28. Throughout the time period involved in this case, Defendant has implemented policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from taking timely and duty-free rest periods. Defendant regularly failed to provide, authorize, and permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

29. Throughout the time period involved in this case, Defendant did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under California law. Defendant's actual policy and practice was to simply disregard Plaintiff, the Class, and the Aggrieved Employees' right to take rest periods at all and to require Plaintiff, the Class, and the Aggrieved Employees to work through their rest periods, for which they were not compensated.

30. Throughout the time period involved in this case, Defendant failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or shortened in violation of California law. Defendant knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay when a rest period was missed, short, late and/or

1 interrupted.

2 31. Throughout the time period involved in this case, Plaintiff, the Class, and the
3 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
4 week.

5 32. Throughout the time period involved in this case, Defendant regularly failed to
6 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when
7 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single
8 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a
9 single work week. Defendant knew or should have known that Plaintiff, the Class, and the
10 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
11 they were not receiving wages for overtime compensation.

12 33. Throughout the time period involved in this case, Defendant failed to pay overtime
13 to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on
14 regular rates of pay correctly calculated to include all applicable remuneration.

15 34. Throughout the time period involved in this case, Defendant regularly failed to
16 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
17 Employees. Defendant knew or should have known that Plaintiff, the Class, and the Aggrieved
18 Employees were entitled to receive complete and accurate wage statements in accordance with
19 California law, but, in fact, they did not receive complete and accurate wage statements from
20 Defendant. The deficiencies included, *inter alia*, the failure to include the total number of hours
21 worked, the actual gross wages earned, the correct rates of pay, and the address of the legal entity
22 of the employer.

23 35. Throughout the time period involved in this case, Defendant regularly failed to
24 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
25 Defendant knew or should have known that Defendant was required to keep complete and
26 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with
27 California law, but, in fact, did not keep complete and accurate payroll records.

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1 36. Throughout the time period involved in this case, Defendant regularly failed to
2 maintain accurate records relating to Plaintiff’s, the Class, and the Aggrieved Employees’s work
3 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

4 37. Throughout the time period involved in this case, Defendant paid the wages of
5 Plaintiff, the Class, and the Aggrieved Employees through a business partner who assessed a fee
6 each time Plaintiff, the Class, and the Aggrieved Employees Members received payment for their
7 wages, resulting in an unlawful withholding of a portion of their wages and passing Defendant’s
8 business expenses onto Plaintiff, the Class, and the Aggrieved Employees Members.

9 38. Throughout the time period involved in this case, Defendant failed to reimburse
10 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
11 including but not limited to computer equipment, cellular telephones, cellular service, payroll
12 administration fees, and internet access. Defendant knew or should have known that Defendant
13 was required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary
14 business-related expenses and costs, but, in fact, failed to do so in violation of California law.

15 39. Throughout the time period involved in this case, Defendant knew or should have
16 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees
17 pursuant to California law. Defendant had the financial ability to pay such compensation, but
18 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the
19 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
20 Defendant’s profits.

21 40. California Labor Code section 218 states that nothing in Article 1 of the Labor
22 Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due
23 to him [or her] under this article.”

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1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198**

3 **(Unpaid Overtime)**

4 **(Against All Defendants)**

5 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 42. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
9 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
10 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

11 43. Specifically, the applicable IWC Wage Order provides that Defendant is and was
12 required to pay Plaintiff and the other Class Members employed by Defendant, and working more
13 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
14 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours
15 in a workweek.

16 44. The applicable IWC Wage Order further provides that Defendant is and was
17 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
18 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
19 in excess of eight (8) hours on the seventh day of work in a workweek.

20 45. California Labor Code section 510 codifies the right to overtime compensation at
21 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
22 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
23 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
24 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

25 46. During the relevant time period, Plaintiff and the other Class Members regularly
26 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

27 47. During the relevant time period, Defendant intentionally and willfully failed to pay
28 overtime wages owed to Plaintiff and the other Class Members.

1 48. Defendant's failure to pay Plaintiff and the other Class Members the unpaid
2 balance of overtime compensation, as required by California laws, violates the provisions of
3 California Labor Code sections 510 and 1198, and is therefore unlawful.

4 Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members are
5 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 226.7 and 512(a)**

8 **(Unpaid Meal Period Premiums)**

9 **(Against All Defendants)**

10 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
11 every allegation set forth above.

12 50. At all relevant times, the relevant IWC Order and California Labor Code sections
13 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
14 Defendant.

15 51. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any meal or rest period mandated by an
17 applicable order of the California IWC.

18 52. At all relevant times, the applicable IWC Wage Order and California Labor Code
19 section 512(a) provide that an employer may not require, cause or permit an employee to work
20 for a work period of more than five (5) hours per day without providing the employee with a meal
21 period of not less than thirty (30) minutes, except that if the total work period per day of the
22 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
23 both the employer and employee.

24 53. At all relevant times, California Labor Code section 512(a) further provides that
25 an employer may not require, cause or permit an employee to work for a work period of more
26 than ten (10) hours per day without providing the employee with a second uninterrupted meal
27 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
28 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and

the employee only if the first meal period was not waived.

54. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

55. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time in excess of ten (10) hours were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

56. During the relevant time period, Defendant intentionally and willfully required Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

57. During the relevant time period, Defendant failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

58. Defendant's conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

59. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Unpaid Rest Period Premiums)

(Against All Defendants)

60. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

1 61. At all times herein set forth, the applicable IWC Wage Order and California Labor
2 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
3 Defendant.

4 62. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any rest period mandated by an applicable
6 order of the California IWC.

7 63. At all relevant times, the applicable IWC Wage Order provides that "[e]very
8 employer shall authorize and permit all employees to take rest periods, which insofar as
9 practicable shall be in the middle of each work period" and that the "rest period time shall be
10 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
11 hours or major fraction thereof unless the total daily work time is less than three and one-half
12 (3.5) hours."

13 64. During the relevant time period, Defendant required Plaintiff and other Class
14 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
15 period per each four (4) hour period worked.

16 65. During the relevant time period, Defendant willfully required Plaintiff and the
17 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
18 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
19 Members to take uninterrupted, duty-free rest breaks.

20 66. During the relevant time period, Defendant failed to pay Plaintiff and the other
21 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
22 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
23 other Class Members from taking uninterrupted rest periods.

24 67. Defendant's conduct violates applicable IWC Wage Orders and California Labor
25 Code section 226.7.

26 68. Pursuant to the applicable IWC Wage Orders and California Labor Code section
27 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one
28 additional hour of pay at the employees' regular hourly rate of compensation for each work day

1 that the rest period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

4 **(Unpaid Minimum Wages)**

5 **(Against All Defendants)**

6 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
7 every allegation set forth above.

8 70. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
9 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
10 the minimum so fixed is unlawful.

11 71. During the relevant time period, Defendant regularly failed to pay minimum wage
12 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections
13 1194, 1197, and 1197.1.

14 72. Defendant's failure to pay Plaintiff and the other Class Members the minimum
15 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
16 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
17 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
18 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

19 73. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
20 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
21 unpaid and interest thereon.

22 **FIFTH CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 204 and 210**

24 **(Wages Not Timely Paid During Employment)**

25 **(Against All Defendants)**

26 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
27 every allegation set forth above.

28 75. At all times herein set forth, California Labor Code section 204 provides that all

1 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
2 calendar month, other than those wages due upon termination of an employee, are due and payable
3 between the 16th and 26th day of the month during which the labor was performed.

4 76. At all times herein set forth, California Labor Code section 204 provides that all
5 wages earned by any person in any employment between the 16th and the last day, inclusive, of
6 any calendar month, other than those wages due upon termination of an employee, are due and
7 payable between the 1st and the 10th day of the following month.

8 77. At all times herein set forth, California Labor Code section 204 provides that all
9 wages earned for labor in excess of the normal work period shall be paid no later than the payday
10 for the next regular payroll period.

11 78. During the relevant time period, Defendant intentionally and willfully failed to pay
12 Plaintiff and other Class Members all wages due to them, within any time period permissible
13 under California Labor Code section 204.

14 79. Plaintiff and other Class Members are entitled to recover all available remedies for
15 Defendant's violations of California Labor Code section 204, including statutory penalties
16 pursuant to Labor Code section 210(b).

17 **SIXTH CAUSE OF ACTION**

18 **Violation of California Labor Code § 226(a)**

19 **(Failure to Provide Accurate Wage Statements)**

20 **(Against All Defendants)**

21 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
22 every allegation set forth above.

23 81. At all material times set forth herein, California Labor Code section 226(a)
24 provides that every employer shall furnish each of his or her employees an accurate itemized
25 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
26 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
27 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
28 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates

of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

82. Defendant has intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to the failure to list the total number of hours worked, the actual gross wages earned, the correct rates of pay, and the address of the legal entity of the employer.

83. Because of Defendant's violation of California Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

84. More specifically, Plaintiff and the Class have been injured by Defendant's intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

85. Plaintiff and the Class are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

86. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Failure to Reimburse Necessary Business Expenses)

(Against All Defendants)

87. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

88. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

EIGHTH CAUSE OF ACTION

91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

93. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and the Class in accordance with Labor Code sections 226(a) and 246(i), and to keep accurate records as required by Section 1174(d). The wage statements provided to Plaintiff and the Class, and the records maintained by the Defendants,

1 have not accurately reflected the amounts of available paid sick leave, vacation, or paid time off.
2 Such failures caused injury to Plaintiff and the Class, by, among other things, depriving them of
3 the rights afforded them by, among other things, impeding them from knowing the accurate
4 amounts of available paid sick leave, vacation, or paid time off.

5 94. Defendants have intentionally and willfully failed to provide Plaintiff and the
6 Class with complete and accurate wage statements. The deficiencies include, but are not limited
7 to failure to provide paystubs, and/or the failure to list the total number of hours worked, the
8 actual gross wages earned, the correct rates of pay, and the address of the legal entity of the
9 employer.

10 95. Because of Defendants' violation of California Labor Code section 226(a),
11 Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

12 96. More specifically, Plaintiff and the Class have been injured by Defendants'
13 intentional and willful violation of California Labor Code section 226(a) because they were
14 denied both their legal right to receive, and their protected interest in receiving, accurate and
15 itemized wage statements pursuant to California Labor Code section 226(a).

16 97. Plaintiff and the Class are entitled to recover from Defendants the greater of their
17 actual damages caused by Defendants' failure to comply with California Labor Code section
18 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

19 98. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
20 with this section, pursuant to California Labor Code section 226(g).

21 **NINTH CAUSE OF ACTION**

22 **Violation of Cal. Business & Professions Code §§ 17200, et seq.**

23 **(Against All Defendants)**

24 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
25 every allegation set forth above.

26 100. Defendant's conduct, as alleged herein, has been, and continues to be, unfair,
27 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendant's
28 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest

1 within the meaning of Code of Civil Procedure section 1021.5.

2 101. Defendant's activities as alleged herein are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business & Professions
4 Code section 17200, *et seq.*

5 102. A violation of California Business & Professions Code section 17200, *et seq.* may
6 be predicated on the violation of any state or federal law. In this instant case, Defendant's policies
7 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
8 paying them proper compensation violate California Labor Code sections 510 and 1198.
9 Additionally, Defendant's policies and practices of requiring employees, including Plaintiff and
10 the Class, to work through their meal and rest periods without paying them proper compensation
11 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendant's policies and
12 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
13 sections 201, 202, 203 and 204.

14 103. Defendant also violated California Labor Code sections 221, 226(a), 1194, 1197,
15 1197.1, 510, 1174(d), 2800, and 2802.

16 104. As a result of the herein described violations of California law, Defendant
17 unlawfully gained an unfair advantage over other businesses.

18 105. Plaintiff and the Class have been personally injured by Defendant's unlawful
19 business acts and practices as alleged herein, including but not necessarily limited to the loss of
20 money and/or property.

21 106. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
22 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendant
23 during a period that commences four years prior to the filing of this Complaint; an award of
24 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable
25 laws; and an award of costs.

26 //

27 //

28 //

1 **TENTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 2699, Et Seq. (“Private Attorneys General Act”)**

3 **(Against All Defendants)**

4 107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 108. PAGA expressly establishes that any provision of the California Labor Code
7 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
8 departments, divisions, commissions, boards, agencies or employees for a violation of the
9 California Labor Code, may be recovered through a civil action brought by an aggrieved
10 employee on behalf of himself or herself, and other current or former employees.

11 109. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
12 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
13 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess
14 a civil penalty.

15 110. Plaintiff and the other hourly-paid or non-exempt employees or individuals who
16 performed work for Defendant during the statutory period are “aggrieved employees” as defined
17 by California Labor Code section 2699(c) in that they are all current or former employees of
18 Defendants, and one or more of the alleged violations was committed against them. As set forth
19 in detail above, during all times relevant to this Action, Defendants have routinely subjected
20 Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

21 **Failure to Pay Overtime**

22 111. Defendants’ failure to pay legally required overtime wages to Plaintiff and the
23 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
24 activity prohibited by California Labor Code sections 510 and 1198.

25 **Failure to Provide Meal Periods**

26 112. Defendants’ failure to provide legally required meal periods to Plaintiff and the
27 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
28 activity prohibited by California Labor Code sections 226.7 and 512(a).

1 **Failure to Provide Rest Periods**

2 113. Defendants' failure to provide legally required rest periods to Plaintiff and the
3 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
4 activity prohibited by California Labor Code section 226.7.

5 **Failure to Pay Minimum Wages**

6 114. Defendants' failure to pay legally required minimum wages to Plaintiff and the
7 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
8 activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

9 **Failure to Timely Pay Wages Upon Termination**

10 115. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
11 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes
12 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

13 **Failure to Timely Pay Wages During Employment**

14 116. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
15 employees during employment in accordance with Labor Code section 204 constitutes unlawful
16 and/or unfair activity prohibited by California Labor Code section 204.

17 **Failure to Provide Complete and Accurate Wage Statements**

18 117. Defendants' failure to provide complete and accurate wage statements to Plaintiff
19 and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes
20 unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

21 **Failure to Keep Complete and Accurate Payroll Records**

22 118. Defendants' failure to keep complete and accurate payroll records relating to
23 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
24 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
25 1174(d).

26 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

27 119. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
28 necessary business-related expenses and costs in accordance with California Labor Code sections

1 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
2 sections 2800 and 2802.

3 **Willful Misclassification of Independent Contractors**

4 120. Defendant has engaged in unlawful practices resulting from the fact that it is
5 Defendant's policy, practice, and procedure to intentionally and willfully misclassify its hourly,
6 non-exempt employees as independent contractors. Defendant routinely and customarily
7 classified its non-exempt, hourly employees as independent contractors despite the fact the fact
8 that these employees were not free from the employer's control and direction regarding the
9 performance of their work, did not perform work outside the Employers' usual course of business,
10 and were not customarily engaged in an independently established business that provides work
11 of the same nature as what is being performed. Accordingly, Invisible violated California Labor
12 Code sections 226.8(a).

13 121. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
14 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each
15 of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest,
16 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory
17 penalties against Defendants, and each of them, including but not limited to:

- 18 a. Penalties under California Labor Code section 2699 in the amount of a hundred
19 dollars (\$100) for each aggrieved employee per pay period for the initial violation,
20 and two hundred dollars (\$200) for each aggrieved employee per pay period for
21 each subsequent violation;
- 22 b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in
23 the amount of fifty dollars (\$50) for each aggrieved employee per pay period for
24 the initial violation, and one hundred dollars (\$100) for each subsequent violation;
25 and
- 26 c. Penalties under California Labor Code section 210 in addition to, and entirely
27 independent and apart from, any other penalty provided in the California Labor
28 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per

1 pay period for the initial violation, and two hundred dollars (\$200) for each
2 aggrieved employee per pay period for each subsequent violation; and

3 d. Any and all additional penalties and sums as provided by the California Labor
4 Code and/or other statutes.

5 122. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
6 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
7 Workforce Development Agency for the enforcement of labor laws and education of employers
8 and employees about their rights and responsibilities and twenty-five percent (25%) to the
9 aggrieved employees.

10 123. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
11 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
12 statute.

13 124. Plaintiff has exhausted his administrative remedies pursuant to Labor Code section
14 2699.3. On October 31, 2023, Plaintiff, through his counsel of record, by online filing with the
15 Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants,
16 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage
17 Orders that Defendants have violated, including the facts and theories to support the violations,
18 and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the
19 filing fee required under Labor Code section 2699.3. As of the filing of this Complaint, more than
20 sixty-five (65) days have elapsed since the mailing of Plaintiff's October 31, 2023 notice, and the
21 Labor and Workforce Development Agency has not indicated that it intends to investigate the
22 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover
23 penalties for himself and other Aggrieved Employees pursuant to Labor Code section 2699.3

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
26 public similarly situated, and on behalf of other aggrieved employees pursuant to the Private
27 Attorneys General Act, prays for relief and judgment against Defendant, jointly and severally, as
28 follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendant provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;
11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to proof;
13. For premium wages pursuant to California Labor Code section 226.7;

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendant violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7;

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendant violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

24. For statutory penalties pursuant to California Labor Code section 210;

25. For such other and further relief as the Court deems just and proper.

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that Defendant violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

- 1 27. For actual, consequential and incidental losses and damages, according to proof;
2 28. For statutory penalties pursuant to California Labor Code section 226(e); and
3 29. For such other and further relief as the Court may deem just and proper.

4 **As to the Sixth Cause of Action**

5 30. That the Court declare, adjudge and decree that Defendants violated the record
6 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
7 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
8 thereto;

- 9 31. For actual, consequential and incidental losses and damages, according to proof;
10 32. For statutory penalties pursuant to California Labor Code section 226(e); and
11 33. For such other and further relief as the Court may deem just and proper.

12 **As to the Seventh Cause of Action**

13 34. That the Court declare, adjudge and decree that Defendant violated California
14 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
15 all necessary business-related expenses as required by California Labor Code sections 2800 and
16 2802;

- 17 35. For actual, consequential and incidental losses and damages, according to proof;
18 36. For the imposition of civil penalties and/or statutory penalties;
19 37. For reasonable attorneys' fees and costs of suit incurred herein; and
20 38. For such other and further relief as the Court may deem just and proper.

21 **As to the Eighth Cause of Action**

22 39. That the Court declare, adjudge and decree that Defendants violated the paid sick
23 leave requirements and record keeping provisions of California Labor Code sections 226(a), 245,
24 246, 248.5, and 246(i), and applicable IWC Wage Orders as to Plaintiff and the Class, and
25 willfully failed to provide accurate itemized wage statements thereto;

- 26 40. For actual, consequential and incidental losses and damages, according to proof;
27 41. For statutory penalties pursuant to California Labor Code sections 226(e) and 246;
28 and

42. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

44. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

45. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

47. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

48. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

49. For civil penalties and wages as permitted by law pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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1 50. For such other and further relief as the Court may deem equitable and appropriate.

2
3
4 Dated: January 22, 2024

DOMB & RAUCHWERGER, LLP

5
6 By: 

7 ZACK I. DOMB
8 DEVIN RAUCHWERGER
9 JEFFREY JACKSON
10 Attorneys for Plaintiff
11 Jordan Crowley

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: January 22, 2024

DOMB & RAUCHWERGER, LLP

By:



ZACK I. DOMB
DEVIN RAUCHWERGER
Attorneys for Plaintiff
Jordan Crowley

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

On January 22, 2024, I served the foregoing document entitled **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Matthew Damm, Esq.
Reanne Swafford-Harris, Esq.
Fenwick & West LLP

555 California St, 12th floor
San Francisco, CA 94104

E-Mail: mdamm@fenwick.com

E-Mail: RSwaffordHarris@fenwick.com

Attorneys for Defendant, Invisible
Technologies Inc.

☐ **[by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

☒ **[by ELECTRONIC SERVICE via FILE&SERVEXPRESS]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

☐ **[by PERSONAL SERVICE]** - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network, whose business address is 1605 W. Olympic Boulevard, Suite 800, Los Angeles, CA 90015.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed January 22, 2024, at Rio Linda, California.

Jessica Delgado

Print Name

By: _____

Jessica Delgado

Signature