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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

SARA STEELE-RAMIREZ, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

PROJECT PARTNERS INC., a California
corporation; PRIDESTAFF dba
PRIDESTAFF, INC., a California corporation;
and DOES 1 through 50, inclusive

Defendants.

Case No. 30-2023-01361715-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:

Hon. William Claster
Dept.: CX101

**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. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5;
9. Penalties Pursuant to Labor Code § 203;
10. Violation of Business & Professions Code § 17200 *et seq.*; and
11. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff SARA STEELE-RAMIREZ, (hereinafter “Plaintiff”) on behalf of herself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all similarly situated current and
6 former employees within the State of California who, at any time four (4) years prior to the filing
7 of this lawsuit, are or were employed as non-exempt hourly employees by Defendants PROJECT
8 PARTNERS INC., a California corporation; PRIDESTAFF dba PRIDESTAFF, INC., a California
9 corporation; and DOES 1 through 50 (all defendants being collectively referred to herein as
10 “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of
11 the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and
12 California Business & Professions Code, and seeks redress.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in Laguna Hills, California. Plaintiff and the other
16 Class members worked for Defendants in Orange County and throughout California, and
17 consistently worked at Defendants’ behest without being paid all wages due. More specifically,
18 Plaintiff and the other similarly situated Class members were employed by Defendants and
19 worked at Defendants’ offices and other facilities where the conduct giving rise to the allegations
20 in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by
21 Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same
22 policies and practices, and (3) endured similar violations at the hands of Defendants as the other
23 Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
25 and to perform work and remain under Defendants’ control during their meal and rest breaks.
26 Defendants further failed to accurately record time worked by Plaintiff and Employee Class
27 members by not recording shift start and end times and rounding hours worked to the nearest
28 quarter hour to their detriment. Defendants thus failed to pay Plaintiff and the Class members for

1 all hours worked, and provided them with inaccurate wage statements that prevented Plaintiff and
2 the Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff
3 and the Class with lawful meal periods and failed to authorize and permit them to take all required
4 rest breaks, as Employees were not provided with the opportunity to take uninterrupted and duty-
5 free rest breaks and meal breaks or Defendants failed to timely provide them as required by the
6 Labor Code and applicable IWC Wage Orders. Defendants thus failed to pay Plaintiff and the
7 Class members for all hours worked, and provided them with inaccurate wage statements that
8 prevented Plaintiff and the Class from learning of these unlawful pay practices.

9 THE PARTIES

10 A. The Plaintiff

11 4. Plaintiff SARA STEELE-RAMIREZ has resided in California and during the time
12 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
13 within the State of California at Defendants' facilities and offices in California.

14 B. The Defendants

15 5. Defendant PROJECT PARTNERS INC., ("PROJECT PARTNERS") is a
16 California corporation, and has been listed on Plaintiff's paystubs and has been listed as the
17 employer on Plaintiff's onboarding documents and hire packet. PROJECT PARTNERS lists a
18 California address with the California Secretary of State in Laguna Hills, California and employs
19 Plaintiff and the Class members in Orange County, including at Defendants' offices and facilities
20 in Laguna Hills, California, and throughout California and conducts business throughout
21 California.

22 6. Defendant PRIDESTAFF dba PRIDESTAFF, INC., ("PRIDESTAFF") is a
23 California corporation, and has been listed on Plaintiff's paystubs and has been listed as the
24 employer on Plaintiff's personnel file. PRIDESTAFF lists a California address with the California
25 Secretary of State in Fresno, California and employs Plaintiff and Class members in Orange
26 County, including at Defendant PROJECT PARTNERS INC.'s offices, and throughout California
27 and conducts business throughout California.

28 7. Additionally, under California Labor Code § 2810.3, PROJECT PARTNERS

1 shares with PRIDESTAFF, and any other staffing agency it uses, in civil responsibility for all
2 workers supplied to PROJECT PARTNERS for their collective failure to pay all earned wages.
3 California Labor Code § 2810.3 requires that “A client employer shall share with a labor
4 contractor all civil legal responsibility and civil liability for all workers supplies by that labor
5 contractor for...the payment of wages.” A “labor contractor” (here, PRIDESTAFF), is defined “as
6 an individual or entity that supplies, either with or without a contract, a client employer with
7 workers to perform labor within the client employer’s usual course of business.” “Client
8 employer” (here PROJECT PARTNERS) is defined as “a business entity, regardless of its form,
9 that obtains or is provided workers to perform labor within its usual course of business from a
10 labor contractor.” Upon information and belief, Defendant PROJECT PARTNERS is and has been
11 a client employer within the definition of Labor Code § 2810.3 and shares with PRIDESTAFF, the
12 labor contractor, all civil responsibility and civil liability for failure to pay all wages earned by
13 Plaintiff and the Class members.

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

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

1 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
2 employed Employees.

3 **JURISDICTION AND VENUE**

4 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
6 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
7 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
8 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
9 obligations and liabilities giving rise to this lawsuit occurred at least in part in Orange County and
10 Defendants maintain and operate company offices and facilities in Orange County, and employ
11 Plaintiff and other Class members in Orange County and throughout California.

12 **FACTUAL BACKGROUND**

13 11. The Employees who comprise the Class, including Plaintiff, are nonexempt
14 employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who
15 work in non-exempt positions at the direction of Defendants in the State of California. Plaintiff
16 and the Class members were either not paid by Defendants for all hours worked or were not paid
17 at the appropriate overtime rates. Specifically, Plaintiff and the Employees were forced to work
18 off-the-clock in part due to Defendants' practice of calling Employees regarding work-related
19 matters while off-the-clock and requesting employees to perform off-the-clock work, specifically
20 printing documents. Employees also performed pre-shift work by having to badge into the office
21 and boot up a computer which took several minutes. Defendants followed a uniform policy and
22 practice of failing to record shift start and end times and rounding all time entries to the nearest
23 quarter hour (i.e., to the nearest 15 increment), and generally did so to the detriment of the
24 Employees, and these unlawfully rounded time entries were inputted into Defendants' payroll
25 system from which wage statements and payroll checks were created. Defendants did so with the
26 intent of paying Class members only for the hours they were scheduled to work, rather than the
27 hours they were actually under Defendants' control. Plaintiff contends this policy is not neutral
28 and results, over time, to the detriment of the Class members by systematically

1 undercompensating them.

2 12. In addition, Plaintiff and other Class members were required to work long hours,
3 usually 10-12 hours per work shift. Yet Defendants systematically failed to pay them for all their
4 hours worked. While Plaintiff was an employee of Defendant PRIDESTAFF, Plaintiff was
5 scheduled to work at least 4 days a week, and 10 hours per day under an alternative workweek
6 schedule. Plaintiff contends that although Defendants paid her the required overtime rate for the
7 first two hours over each eight-hour shift, any hours worked beyond ten hours per day were not
8 paid at the required overtime rate. In addition, Defendants instituted a policy under which
9 Defendants would not pay overtime beyond ten hours a day unless preapproved. This also
10 impacted when Plaintiff should have been paid at the double time rate and resulted in
11 underpayment of double time for those hours over twelve worked in a shift. Plaintiff contends
12 there was not an enforceable alternative work week election conducted for her facility, or if it
13 was, it was improperly conducted and/or reported to the DIR's Alternative Workweek Elections
14 Database. To the extent Plaintiff's facility and any other facilities in California were operating
15 under a similarly invalid or ineffectual alternative workweek election, Plaintiff and those
16 similarly situated Class members were not paid overtime wages.

17 13. Similarly, when Plaintiff became a direct employee of Defendant PROJECT
18 PARTNERS, Plaintiff was scheduled to work nine days within a fourteen-day period for a total of
19 eighty (80) hours of work. Plaintiff contends that Defendants failed to pay her the required one
20 and half times her base rate for overtime hours, which she worked almost daily. Plaintiff contends
21 there was not an enforceable alternative work week election conducted for her facility, or if it
22 was, it was improperly conducted and/or reported to the DIR's Alternative Workweek Elections
23 Database. To the extent Plaintiff's facility and any other facilities in California were operating
24 under a similarly invalid or ineffectual alternative workweek election, Plaintiff and those
25 similarly situated Class members were not paid at overtime premium wages for hours worked in
26 excess of nine hours a day.

27 14. Moreover, Plaintiff contends that Defendants failed to pay Plaintiff and the Class
28 members all wages due and owing, failed to provide meal and rest breaks, and failed to furnish

1 accurate wage statements, all in violation of various provisions of the California Labor Code and
2 applicable Wage Order provisions.

3 15. During the course of Plaintiff and the Class members' employment with
4 Defendants, they were not paid all wages they were owed, including for all work performed and
5 for all overtime hours worked, and they were forced to work during their meal and rest breaks to
6 keep labor budgets low. Defendants also failed to maintain timekeeping records for Plaintiff that
7 would permit her to discover the nature and extent of Defendants' unlawful rounding.

8 16. As a matter of uniform and unlawful Company policy, Plaintiff and the Class
9 members were required to work during their meal periods and rest breaks, and they were again
10 not compensated for this off the clock work, in violation of the California Labor Code. Plaintiff
11 and the Class members were also not paid regular wages and overtime for the time they were
12 required to comply with other work demands and requirements imposed upon them, which they
13 often had to complete while working through their meal and rest breaks and without
14 compensation. Additionally, Defendants by operating under invalid or unenforceable alternative
15 work week agreements leading to at least two hours of unpaid overtime premium wages per shift,
16 did not pay at the appropriate overtime rate for all such hours. As a result Plaintiff and the Class
17 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
18 but they were not paid at the appropriate overtime rate for all such hours, including by being
19 required to perform work duties and tasks without pay and while off-the-clock which caused
20 overtime to begin accruing before it did in Defendants' timekeeping and payroll systems. As a
21 result, Plaintiff and the Class members worked substantial overtime hours during their
22 employment with Defendants for which they were not compensated, in violation of the California
23 Labor Code and applicable IWC Wage Orders.

24 17. As a result of the above described rounding, the failure to calculate and pay wages
25 at the correct rates, the daily work demands and pressures to work through breaks, and the other
26 wage violations they endured at Defendants' hands, Plaintiff and the Class members were not
27 properly paid for all wages earned and for all wages owed to them by Defendants, including when
28 working more than eight (8) hours in any given day and/or more than forty (40) hours in any given

1 week. As a result of Defendants' unlawful policies and practices, Plaintiff and Class members
2 incurred overtime hours worked for which they were not adequately and completely compensated,
3 in addition to the hours they were required to work off the clock. To the extent applicable,
4 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
5 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
6 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
7 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

8 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
9 continuing to the present, Defendants had a consistent policy or practice of failing to pay
10 Employees for all hours worked and failing to pay minimum wage for all time worked as required
11 by California Law.

12 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
13 continuing to the present, Defendants had a consistent policy or practice of failing to pay
14 Employees overtime compensation at premium overtime rates for all hours worked in excess of
15 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
16 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
17 sections of IWC Wage Orders.

18 20. Additionally, from at least four (4) years prior to the filing of this lawsuit and
19 continuing to the present, Defendants have regularly required Employees to work shifts in excess
20 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
21 (30) minutes, and shifts in excess of ten (10) hours without providing them with second meal
22 periods of not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one
23 hour of wages at each Employee's effective hourly rate of pay, for each meal period that
24 Defendants failed to provide or deficiently provided.

25 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
27 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
28 Defendant pay Employees premium pay for each day on which requisite rest breaks were not

1 provided or were deficiently provided.

2 22. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
3 continuing to the present, Defendants have consistently failed to keep accurate time and wage
4 records as required by California wage-and-hour laws.

5 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
6 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
7 performance of their job duties for Defendants including, but not limited to, the cost of a headset,
8 waterproof boots, printer ink and paper, personal computer and printer usage, cell phone usage,
9 and the costs of vehicle maintenance, mileage, and fuel, which was necessary to perform their
10 duties under Defendants' employ which was used throughout the course of Employees' duties
11 under Defendants' employ in violation of Labor Code § 2802.

12 24. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
13 to the present, Defendants have had a consistent policy of denying Employees the right to inspect
14 and receive all of their payroll records, timecards, and personnel records.

15 25. From at least four (4) years prior to filing this lawsuit and continuing to the present,
16 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at
17 the time of their termination of within seventy-two (72) hours of their resignation, as required by
18 California wage-and-hour laws.

19 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
20 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
21 1185, 1194, 1194.2, 1197, 1198.5, 1199, 2698, 2699, *et seq.*, and 2802, and applicable provisions
22 of the IWC Wage Orders.

23 27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
24 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
25 enjoyed from their violations of Labor Code.

26 **CLASS ALLEGATIONS**

27 28. Plaintiff brings this class action on behalf of herself and all others similarly situated
28 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:

1 “All individuals employed by Defendants, at any time within four (4) years of the filing of this
2 lawsuit, as non-exempt, hourly employees within the State of California.

3 29. Further, plaintiff seeks to represent the following Subclasses composed of and
4 defined as follows:

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

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

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

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

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

19 f. Subclass 6. Payroll Records Subclass. All Class members who were subject to
20 Defendants’ policy and/or practice of failing to keep accurate time and wage records as required
21 by California wage-and-hour laws.

22 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.
23 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
24 incurred in the performance of Employees job duties for Defendants which were necessary to
25 perform their duties under Defendants’ employ.

26 h. Subclass 8. Failure to Produce Requested Employment Records Subclass. All Class
27 members, who within the applicable limitations period, were denied the right to inspect and
28 receive all of their payroll records, timecards, and personnel records.

1 i. Subclass 9. Termination Pay Subclass. All Class members who, within the
2 applicable limitations period, either voluntarily or involuntarily separated from their employment
3 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
4 termination.

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

8 30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
9 modify the class description with greater particularity or further division into subclasses or
10 limitation to particular issues.

11 31. This action has been brought and may properly be maintained as a class action
12 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
13 of interest in litigation and proposed class is easily ascertainable.

14 **A. Numerosity**

15 32. The potential members of the class as defined are so numerous that joinder of all
16 the member of the class is impracticable. While the precise number of class member has not been
17 determined at this time, Plaintiff is informed and believes that, during the time period relevant to
18 this lawsuit, Defendants employed more than 100 individuals within the State of California.

19 33. Accounting for employee turnover during the relevant time period increases this
20 number substantially. Plaintiff alleges that Defendants' employment records will provide
21 information as to the number and location of all class members.

22 **B. Commonality**

23 34. There are questions of law and fact common to the class that predominate over any
24 questions affecting only individual class members. These common questions of law and fact
25 include:

- 26 a. Whether Defendants failed to pay Employees minimum wages;
- 27 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 28 c. Whether Defendants failed to pay Employees overtime as required under Labor

Code § 510;

- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a);
- g. Whether Defendants failed to keep accurate time and wage records;
- h. Whether Defendants violated Labor Code §§ 226 and 1198.5 by failing to produce requested employment records;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- k. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*; and
- l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*

C. Typicality

35. The claims of the named plaintiff are typical of those of the other Employees.

Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

36. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient

1 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
2 questions of law and fact common to all Employees predominate over any questions affecting only
3 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
4 Defendants' illegal policies or practices of failing to compensate Employees properly.

5 38. Class action treatment will allow those persons similarly situated to litigate their
6 claims in the manner that is most efficient and economical for the parties and the judicial system.
7 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

10 **(Against All Defendants)**

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

13 40. Defendants failed to pay Employees minimum wages for all hours worked.
14 Defendants had a consistent policy of misstating Employees time records and failing to pay
15 Employees for all hours worked, including due to rounding of timekeeping entries. Specifically,
16 Defendants had a consistent policy of failing to pay Employees for hours worked during alleged
17 meal periods for which Employees were consistently denied. (see *infra*). Defendants also
18 required Employees to work off-the-clock, in excess of their scheduled shifts for which they were
19 not paid wages as Employees were required to spend working hours under the control of
20 Defendants by Defendants requiring the Employees to answer work-related calls and print
21 documents while off-the-clock. Employees also performed pre-shift work by having to badge
22 into the office and boot up a computer which took several minutes. In addition, Defendants failed
23 to compensate for all hours worked and at the applicable hourly rates, including when operating
24 under alternative workweek agreements and by unlawful rounding to Plaintiff and Employees
25 detriment. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

26 The minimum wage for employees fixed by the commission is the
27 minimum wage to be paid to employees, and the payment of a less
28 wage than the minimum so fixed is unlawful.

1 41. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 42. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 44. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

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

19 46. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

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

25 **(Against All Defendants)**

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

28 48. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek.

7 49. Defendants had a consistent policy of not paying Employees wages for all hours
8 worked including time Employees were consistently required to work off-the-clock in excess of
9 their eight-hour shift by being required to answer work related calls and print documents while
10 off-the-clock. Employees also performed pre-shift work by having to badge into the office and
11 boot up a computer which took several minutes. In addition, Defendants had a consistent policy
12 of not paying Employees wages for all hours worked, as addressed above, by operating under
13 invalid or unenforceable alternative work week agreements leading to at least two hours of
14 unpaid overtime premium wages per shift. Therefore, Employees were often not properly
15 compensated, nor were they paid overtime rates for all hours worked in excess of eight hours in a
16 given day, and/or forty hours in a given week.

17 50. Defendants' failure to pay compensation in a timely fashion also constituted a
18 violation of California Labor Code § 204, which requires that all wages shall be paid
19 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
20 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
21 and overtime compensation earned by Employees. Each such failure to make a timely payment of
22 compensation to Employees constitutes a separate violation of California Labor Code § 204.

23 51. Employees have been damaged by these violations of California Labor Code §§
24 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

25 52. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
26 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
27 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
28 reasonable attorneys' fees and costs.

1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 54. Employees regularly worked shifts greater than five (5) hours and greater than ten
7 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
8 more than five (5) hours without providing him or her with a meal period of not less than thirty
9 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
10 meal period of not less than thirty (30) minutes.

11 55. Defendants failed to provide Employees with meal periods as required under the
12 Labor Code. Employees were consistently required to work through their meal periods which they
13 were consistently denied. Employees were also required to take meal periods after working well
14 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
15 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
16 period as required by law.

17 56. Moreover, Defendants failed to compensate Employees for each meal period not
18 provided or inadequately provided, as required under Labor Code § 226.7.

19 57. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
20 an amount equal to one (1) hour of wages at their effective regular rates of pay for each meal
21 period not provided or deficiently provided, a sum to be proven at trial.

22 **FOURTH CAUSE OF ACTION**

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

24 **(Against All Defendants)**

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

27 59. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
28 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of

1 not less than ten (10) minutes for each consecutive four (4) hour shift.

2 60. Defendants failed to provide Employees with timely rest breaks of not less than ten
3 (10) minutes for each consecutive four (4) hour shift.

4 61. Moreover, Defendants did not compensate Employees with an additional hour of
5 pay at each Employee's effective hourly rate for each day that Defendants failed to provide them
6 with adequate rest breaks, as required under Labor Code § 226.7.

7 62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
8 an amount equal to one (1) hour of wages at their effective regular rates of pay for each day
9 worked without the required rest breaks, a sum to be proven at trial.

10 **FIFTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 226(a)**
12 **(Against All Defendants)**

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

15 64. California Labor Code § 226(a) requires an employer to furnish each of his or her
16 employees with an accurate, itemized statement in writing showing the gross and net earnings,
17 total hours worked, and the corresponding number of hours worked at each hourly rate; these
18 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
19 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
20 statements may be given to the employee separately from the payment of wages; in either case the
21 employer must give the employee these statements twice a month or each time wages are paid.

22 65. Defendants failed to provide Employees with accurate itemized wage statements in
23 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
24 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
25 periods and rest breaks, and reflected incorrect hours worked due to the rounding of timekeeping
26 entries all of which Defendants knew or reasonably should have known were owed to Employees,
27 as alleged hereinabove. The wage statements provided to Employees were thus confusing and
28 required Employees to engage in discovery and refer to outside sources to verify whether their pay

was correct, potentially resulting in a miscalculation by the Employees.

66. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

67. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174

AND 1174.5

(Against All Defendants)

68. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

69. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

70. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages, overtime, premium pay, and unlawfully rounding hours as discussed above.

71. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

///

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES
IN VIOLATION OF LABOR CODE § 2802
(Against All Defendants)

72. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

73. Under Labor Code § 2802(a) an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

74. Employees incurred necessary expenditures in the performance of their job duties for Defendants, namely the cost of a headset, waterproof boots, printer ink and paper, personal computer and printer usage, cell phone usage, and the costs of vehicle maintenance, mileage, and fuel, which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

75. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

EIGHTH CAUSE OF ACTION
FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS UNDER LABOR
CODE §§ 226 AND 1198
(Against All Defendants)

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

77. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request

1 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the
2 request.

3 78. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
4 or his or her representative, has the right to inspect and receive a copy of the personnel records
5 that the employer maintains relating to the employee's performance or to any grievance
6 concerning the employee. Under this statute, upon written request from a current or former
7 employee or his or her representative, an employer must make the contents of those personnel
8 records available for inspection or provide a copy of the personnel records to the current or former
9 employee, or his or her representative, not later than thirty (30) calendar days from the date the
10 employer receives the written request, subject to some limited exceptions. Failure to comply with
11 these requests allows for a civil penalty of seven hundred and fifty dollars (\$750), pursuant to
12 Labor Code §§ 1198.5(k) and 226(f).
13

14 79. Plaintiff's counsel requested Plaintiff's payroll records and personnel file on July
15 14, 2023. Plaintiff's counsel did not receive a copy of Plaintiff's payroll records until August 18,
16 2023. Similarly, Plaintiff's counsel did not receive copies of Plaintiff's payroll records until
17 August 9, 2023, and August 18, 2023. Defendants' failure to timely comply with these requests
18 results in violations of Labor Code §§ 226 and 1198.5(a) and allows for a penalty of \$750 to be
19 imposed on Defendants pursuant to Labor Code §§ 1198.5(k) and 226(f).
20

21 **NINTH CAUSE OF ACTION**
22 **VIOLATION OF LABOR CODE § 203**
23 **(Against All Defendants)**

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

26 81. Numerous Employees are no longer employed by Defendants; they either quit
27 Defendants' employ or were fired therefrom.

28 82. Defendants failed to pay these Employees all wages due and certain at the time of

1 termination or within seventy-two (72) hours of resignation.

2 83. The wages withheld from these Employees by Defendants remained due and owing
3 for more than thirty (30) days from the date of separation of employment.

4 84. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
5 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
6 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
7 to thirty (30) days from the date they were due.

8 **TENTH CAUSE OF ACTION**

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

10 **(Against All Defendants)**

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

13 86. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
14 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
15 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
16 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
17 meaning of Code of Civil Procedure § 1021.5.

18 87. Plaintiff is a "person" within the meaning of Business & Professions Code
19 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
20 relief, restitution, and other appropriate equitable relief.

21 88. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
22 business practices.

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

1 comply with minimum labor standards.

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

8 91. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
9 violation of the Business & Professions Code § 17200 *et seq.*

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

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

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

23 **ELEVENTH CAUSE OF ACTION**

24 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

25 **(Against All Defendants)**

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

28 96. Plaintiff and Employees are aggrieved employees as defined under Labor Code §

2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

97. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198.5, 1199, 2698, 2699, *et seq.* and 2802.

98. The penalties shall be allocated as follows: 75% to the Labor and Workforce Development Agency (LWDA) and 25% to the affected employee.

99. Employees also seek any and all penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

(b) If upon inspection or investigation the Labor Commissioner determines that 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.

100. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a

1 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
2 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

3 101. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
4 LWDA and Defendants postmarked on November 15, 2023. The LWDA has not provided notice
5 of its intent to investigate the alleged violations within 65 calendar days of the postmark date of
6 the letters.

7 **RELIEF REQUESTED**

8 WHEREFORE, Plaintiff prays for the following relief:

- 9 1. For an order certifying this action as a class action;
- 10 2. For compensatory damages in the amount of the unpaid minimum wages for work
11 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
12 the filing of this action, as may be proven;
- 13 3. For liquidated damages in the amount equal to the unpaid minimum wage and
14 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 15 4. For compensatory damages in the amount of all unpaid wages, including overtime
16 and double-time pay, as may be proven;
- 17 5. For compensatory damages in the amount of the hourly wage made by Employees
18 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
19 years prior to the filing of this action, as may be proven;
- 20 6. For compensatory damages in the amount of the hourly wage made by Employees
21 for each day requisite rest breaks were not provided or were deficiently provided where no
22 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
23 be proven;
- 24 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 25 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
26 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 27 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 28 10. For penalties pursuant to Labor Code §§ 226 and 1198.5; as may be proven;

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

12. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

13. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;

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

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

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

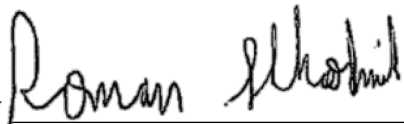
17. For an award providing for the payment of the costs of this suit;

18. For an award of attorneys' fees; and

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

DATED: January 19, 2024

D.LAW, INC.

By 

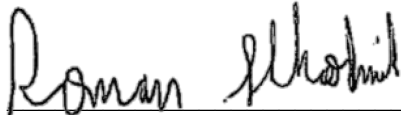
David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
SARA STEELE-RAMIREZ
and the putative class

DEMAND FOR JURY TRIAL

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

DATED: January 19, 2024

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
SARA STEELE-RAMIREZ
and the putative class

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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.

Kimo Tou Look, Agent for Service
23195 La Cadena Dr., Suite 101
Laguna Hills, CA 92653

633 West Fifth Street, 63rd Floor
Los Angeles, CA 90071

[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.

[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[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.

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Natalia Bermudes
Natalia Bermudes