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

VALERIA RAMIREZ, individually, on a
representative basis, and on behalf of all
others similarly situated; ERIKA SIGALA,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiffs,

vs.

INLAND SOUTHERN CALIFORNIA 211, a
California Nonprofit Corporation; and DOES
1 through 20, inclusive;

Defendants.

Case No.: CVRI2305899
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide and/or Make Available Meal Periods;
- (4) Failure to Provide Rest Periods;
- (5) Failure to Reimburse Business Expenses;
- (6) Failure to Timely Pay Final Wages;
- (7) Failure to Provide Accurate Itemized Wage Statements; and
- (8) Unfair and Unlawful Competition

PAGA CLAIMS

- (9) Failure to Pay Minimum Wages;
- (10) Failure to Pay Overtime Wages;
- (11) Failure to Provide Meal Periods;
- (12) Failure to Provide Rest Breaks;
- (13) Failure to Reimburse Business Expenses;
- (14) Failure to Timely Pay Wages;
- (15) Failure to Timely Pay Final Wages; and
- (16) Failure to Provide Accurate Itemized Wage Statements

Complaint filed: November 2, 2023

1 Plaintiffs Valeria Ramirez and Erika Sigala (“Plaintiffs”) on behalf of themselves, on a
2 representative basis, and on behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiffs bring this action against their employer, Defendants Inland Southern
5 California 211 and DOES 1 through 10, (collectively, the “Defendants”) on behalf of all current
6 and former non-exempt employees employed by Defendants in California (hereinafter, the
7 “Class” or “Represented Employees”), for California Labor Code violations stemming from
8 Defendants’ failure to pay all wages owed, including minimum, regular, overtime wages, failure
9 to provide and/or make available meal periods; failure to authorize and permit rest periods;
10 failure to reimburse business expenses, failure to timely pay final wages, and failure to provide
11 accurate itemized wage statements.

12 2. Plaintiff Valeria Ramirez has been employed by Defendants as a non-exempt
13 employee from approximately October 2022 through present.

14 3. Plaintiff Erika Sigala has been employed by Defendants as a non-exempt
15 employee from approximately February 2022 through present.

16 4. Plaintiffs allege on information and belief that the Represented Employees were
17 subjected to the same policies, working conditions, and corresponding wage and hour violations
18 to which Plaintiffs were subjected during their employment.

19 5. Plaintiffs and the Represented Employees were not provided all minimum wages
20 due to Defendants’ failure to accurately record and compensate for all hours worked. As one such
21 example, Plaintiffs and similarly situated employees who worked remotely were required to start
22 up their computer systems and to have all working platforms and applications/software open prior
23 to clocking in for work. This daily startup process took Plaintiffs and the Represented Employees
24 anywhere between 5 and 10 minutes. Moreover, at the end of shifts, they were required to perform
25 additional computer log out procedures after clocking out. Nevertheless, this time spent starting
26 up and logging off their systems, the platform and applications they used was never recorded nor
27 compensated by the Defendants.
28

1 6. At all relevant times, Defendants utilized a rounding policy and practice that
2 routinely undercompensated the Class members and resulted in a net benefit to Defendants. In
3 other words, Defendants' rounding policy was not neutral and systematically undercompensated
4 Plaintiffs and the Represented Employees.

5 7. Moreover, Plaintiffs and the Represented Employees were also denied 30-minute
6 off-duty meal periods, as mandated by California law. As a result of Defendants' policies and
7 practices including but not limited to mandatory call quota policies, the Represented Employees
8 were subjected to meal period violations when they were: (1) unable to take a meal period due to
9 workload, (2) forced to take an on-duty meal period while under the control of the Company, (3)
10 forced to take a shortened meal period, (4) forced to take a meal period after the 5th hour of
11 work, and (5) not provided mandated second meal periods for shifts in excess of 10 hours.

12 8. Defendants also failed to provide Plaintiffs and the Represented Employees with
13 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated
14 by California law. For instance, Represented Employees were often not authorized and/or
15 permitted to take mandated rest breaks due to being overwhelmed by their hectic workload.
16 Furthermore, on occasions when Plaintiffs and the Represented Employees worked longer shifts,
17 Defendants failed to authorize and/or permit mandated third rest breaks.

18 9. The logistics of Plaintiffs and the Represented Employees job necessitated cell
19 phone and internet function and services. However, Plaintiffs and the Represented Employees
20 were using their personal cell phones and internet WI-FI services to log into Defendants'
21 computer platform, to communicate by telephone calls or texts with supervisors, colleagues, and
22 clients throughout the workday without reimbursement.

23 10. As stated, Plaintiffs and a substantial number of the Represented Employees were
24 never fully reimbursed (if at all) by Defendants for the personal cell phone and internet Wi-fi
25 expenses they necessarily incurred in the discharge of their job duties during the relevant statutory
26 period.

27 11. Plaintiffs further allege that Defendants engaged in the practice of failing to pay
28 all wages due and owing to Plaintiffs and the Represented Employees each pay period (Labor

Code § 204) and at the time employment ended with Defendants (Labor Code §§ 201 – 203), including, but not limited to regular wages, minimum wages, overtime wages, among others.

12. Plaintiffs also alleges that they and the Represented Employees did not receive accurate itemized wage statements that fully complied with the requirements of Labor Code § 226(a) due to violations including: failure to accurately state gross wages earned; failure to accurately state total hours worked; failure to accurately state all deductions; failure to accurately state net wages earned; and, failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

13. Plaintiffs allege that Defendants' violations of the wage and hour components of the Labor Code and IWC Wage Orders enabled it to decrease expenses and to increase its level of productivity and profits, thereby allowing Defendants to gain an unfair advantage over its competitors.

14. At all material times, Defendants and DOES 1 through 10 were and/or are Represented Employees' employers or persons acting on behalf of Represented Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set forth in Labor Code § 558 and under California law, including *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112.

15. Plaintiffs bring this lawsuit seeking declaratory, injunctive, equitable, and monetary relief against Defendants and each of them, on behalf of herself and the Represented Employees to recover, among other things, unpaid wages and benefits, interest, attorneys' fees, penalties, costs and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 256, 510, 512, 1194, 1194.2, 1197 and 2802 among possibly other sections inadvertently omitted. Plaintiffs also reserve the right to name additional representatives throughout the State of California.

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1 **II. JURISDICTION**

2 16. This Court has jurisdiction over the claims for relief of Plaintiffs and the
3 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

4 **III. VENUE**

5 17. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
6 Procedure §§ 395(a) and 395.5. Defendants transact business in Riverside County and the
7 unlawful acts alleged herein have a direct effect on Plaintiffs and the Represented Employees in
8 Riverside County. Furthermore, Defendants employed or employ Plaintiffs and Represented
9 Employees in Riverside County.

10 **IV. PARTIES**

11 **Plaintiffs**

12 18. Plaintiff and Class Representative Valeria Ramirez was employed by Defendants
13 from approximately October 2022 through present and performed work for Defendants in
14 Riverside County.

15 19. Plaintiff and Class Representative Erika Sigala was employed by Defendants from
16 approximately February 2022 through present and performed work for Defendants in Riverside
17 County.

18 **Defendants**

19 20. Plaintiffs are informed and believe and thereon alleges that Defendant Inland
20 Southern California 211, is a California company, is authorized to and doing business in
21 Riverside County, California, and is and/or was the legal employer of Plaintiffs and the
22 Represented Employees during the applicable statutory periods.

23 21. Plaintiffs are ignorant of the true names, capacities, relationships, and extent of
24 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
25 inclusive, but on information and belief alleges that those Defendants are legally responsible for
26 the payment of penalties and damages to Plaintiffs and all Represented Employees by virtue of
27 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
28 names. Plaintiffs will amend this complaint to allege the true names and capacities of the DOE

Defendants when ascertained.

22. Plaintiffs are informed and believe and thereon allege that she worked under the joint direction and control of Defendants and that Defendants, and each of them, acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. On information and belief, a unity of interest and ownership between each Defendant exists such that all Defendants acted as a single employer of Plaintiffs and other similarly situated employees.

23. Plaintiffs are informed and believe and thereon alleges that, in conducting themselves in the manner described herein, Defendants, and each of them, were acting in active concert with one another such that the acts of each were and are fully attributable to the others in all material respects. Plaintiffs are further informed and believes that at all relevant times Defendants and each of them are now, and at all material times herein mentioned were, the agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of their remaining co-Defendants.

24. Furthermore, Plaintiffs are informed and believe and thereon alleges that Defendants, and each of them, are an integrated enterprise and should be treated as a single employer because these entities share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Additionally, Defendants also have a shared website, common management, centralized control of labor operations, and common ownership or financial control.

25. Plaintiffs are further informed and believes that at all relevant times, Defendant Inland Southern California 211. has been inadequately capitalized to conduct business, have failed to follow appropriate corporate formalities, and have simply been a shell and instrumentality through which Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly, the corporate veil should be pierced and any liability attached,

Defendant Inland Southern California 211, should be imposed jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the separate existence of these corporate entities would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice.

V. CLASS ACTION ALLEGATIONS

26. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

27. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a class action, pursuant to Code of Civil Procedure § 382.

28. The relevant time period for this class action is defined as the time period beginning four years prior to the filing of this action until class certification (the “Relevant Time Period”).

29. The Class, also referred to as the “Represented Employees,” that Plaintiffs seeks to represent is defined as follows:

California Class

All current and former non-exempt employees who were employed by Defendants at any time during the Relevant Time Period.

30. Plaintiffs also seek to represent the following subclasses:

Meal Break Subclass

All Represented Employees who worked a shift in excess of 5 hours during the Relevant Time Period.

Rest Break Subclass

All Represented Employees who worked a shift of at least 3.5 hours during the Relevant Time Period.

Unreimbursed Expense Subclass

All Represented Employees who were required to incur expenses to discharge their duties for Defendants without

reimbursement during the Relevant Time Period.

Waiting Time Penalties Subclass

All Represented Employees who separated from their employment with Defendants during the period three years before the filing of this action until class certification.

Wage Statement Penalties Subclass

All Represented Employees during the period one year before the filing of this action until class certification.

31. Plaintiffs reserve the right to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues as appropriate.

32. Plaintiffs, as Class Representatives, are members of the class that they seek to represent.

33. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable from Defendants' personnel and payroll records.

34. **Numerosity:** The potential members of the Class as defined are so numerous that a joinder of all Represented Employees is impracticable. Although the exact number is currently unknown to Plaintiffs, this information is easily ascertainable from Defendants' payroll and personnel records.

35. **Commonality:** There are questions of law and fact common to the class which predominate over any questions affecting only individual members of the class, including without limitation:

i. Whether Defendants violated the California Labor Code and applicable IWC Wage Order by failing to pay wages to Plaintiffs and the Represented Employees for all hours worked;

1 ii. Whether Defendants violated the California Labor Code and applicable
2 IWC Wage Order by failing to pay proper overtime wages to Plaintiffs and the Represented
3 Employees;

4 iii. Whether Defendants violated the California Labor Code and applicable
5 IWC Wage Order by failing to provide compliant meal periods to Plaintiffs and the Meal Break
6 Subclass and whether Defendants failed to compensate Plaintiffs and the Meal Break Subclass
7 with one additional hour of wages at the regular rate of pay for each instance when a compliant
8 meal period was not provided;

9 iv. Whether Defendants violated the California Labor Code and applicable
10 IWC Wage Order by failing to provide compliant rest breaks to Plaintiffs and the Rest Break
11 Subclass and whether Defendants failed to compensate Plaintiffs and the Rest Break Subclass with
12 one additional hour of wages at the regular rate of pay for each instance when a paid rest break
13 was not provided;

14 v. Whether Defendants violated the Labor Code and applicable IWC Wage
15 Order by failing to reimburse Plaintiffs and the Unreimbursed Expense Subclass for business
16 expenses incurred discharging their duties or in obedience to the directions of their employer;

17 vi. Whether Defendants violated the California Labor Code by failing to pay
18 all wages due upon separation of employment between Defendants and Plaintiffs and the Waiting
19 Time Penalties Subclass, whether such separation was voluntary or involuntary;

20 vii. Whether Defendants violated the California Labor Code by failing to
21 provide Plaintiff and Wage Statement Penalties Subclass with complete, accurate, itemized wage
22 statements;

23 viii. Whether Defendants violated California Business & Professions Code §§
24 17200 et seq. due to the: failure to pay all wages owed, including minimum, regular, and overtime
25 wages; and, failure to timely pay final wages;

26 ix. Whether Defendants violated § 17200 et seq. of the California Business and
27 Professions Code and, without limitation, California Labor Code §§ 200, 201, 202, 203, 204, 208,
28 210, 218.6, 226, 226.3, 226.7, 256, 510, 1194, 1194.2, 1197, and 2802 among possibly other

sections inadvertently omitted, and the applicable IWC Wage Order, which violations constitute false, fraudulent, unlawful, unfair and deceptive business practices; and

x. Whether Plaintiffs and Represented Employees are entitled to equitable relief pursuant to California Business & Professions Code §§ 17200 et seq.

36. **Typicality:** Plaintiffs' claims, as the Class Representatives, are typical of the claims of The Class. Plaintiffs, like other members of The Class, were subjected to Defendants' ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all wages owed, including minimum, regular, overtime wages, failing to provide meal and rest periods, failing to reimburse business expenses, failure to timely pay final wages, and failure to provide accurate itemized wage statements.

37. **Adequacy of Representation.** Plaintiffs, as the Class Representative, will fairly and adequately represent and protect the interests of the Class. Plaintiffs' interests are not in conflict with those of the Class. Class Representative's counsel are competent and experienced in litigating large employment class actions and other complex litigation matters, including cases like this case.

38. **Superiority of Class Action.** Class certification is appropriate because a class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Represented Employees is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Represented Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies and practices set forth above. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

4 (*Plaintiffs and the Represented Employees Against All Defendants*)

5 39. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 40. Plaintiffs and the Represented Employees were not exempt from the requirement
8 to be paid at least the applicable California minimum wage throughout the statutory period for
9 each hour worked.

10 41. At all relevant times, Plaintiffs and the Represented Employees were not provided
11 proper minimum wages due to Defendants' failure to accurately compensate for all hours
12 worked. Therefore, this resulted in unpaid minimum wages on each such occasion.

13 42. In addition, Defendants utilized a rounding policy and practice that routinely
14 undercompensated the Represented Employees and resulted in a net benefit to Defendants. In
15 other words, Defendants' rounding policy is not neutral and systematically undercompensates
16 Plaintiffs and the Represented Employees, leading to a failure to pay proper minimum wages.

17 43. Consequently, Defendants violated California Labor Code laws and minimum
18 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and
19 Cal. Code Regs., tit. 8, section 11090, subs. 1 and 4(B).

20 44. Plaintiffs are informed and believe and thereon allege that Defendants
21 intentionally, willfully, and improperly failed to pay wages to Plaintiffs and the Represented
22 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

23 45. Defendants' conduct was willful, as Defendants knew that Plaintiffs and the
24 Represented Employees were entitled to be paid wages throughout the statutory period for each
25 hour worked, including proper minimum wages, yet Defendants chose not to pay them in
26 accordance thereto.

27 46. At all material times, Defendants DOES 1 through 10 were and/or are the
28 employer of Plaintiffs and the Represented Employees, or were persons acting on behalf of said

1 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
2 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
3 Labor Code regulating hours and days of work respectively.

4 47. During employment of Plaintiffs and the Represented Employees, Defendants
5 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

6 48. As a result of the Defendants' wrongful conduct, Plaintiffs and the Represented
7 Employees have been damaged in amounts to be proven at trial.

8 49. Plaintiffs, on behalf of themselves and the Represented Employees, seek recovery
9 of all unpaid minimum wages, liquidated damages, penalties, interest, attorneys' fees and costs
10 of suit, pursuant to Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be
11 proven at trial.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME WAGES**

14 (Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

15 (*Plaintiffs and the Represented Employees Against All Defendants*)

16 50. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
17 as if fully alleged herein.

18 51. Plaintiffs and the Represented Employees were employees of Defendants who did
19 not receive proper protections and benefits of the laws governing payment of overtime wages.

20 52. Labor Code § 204 requires that the employer timely pay all overtime wages to its
21 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
22 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
23 any one workweek shall be compensated at the rate of no less than one and one-half times the
24 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
25 in one workday shall be compensated at twice the regular rate of pay for an employee.

26 53. At all relevant times, Plaintiffs and the Represented Employees were required by
27 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, due to
28 Defendants' failure to accurately record and compensate for all hours worked, as well as the non-

neutral rounding policy described herein, Plaintiffs and the Represented Employees did not receive proper overtime compensation.

54. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage Order § 3(A) every pay period with respect to Plaintiffs and the Represented Employees because Defendants required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per week without proper overtime compensation.

55. Plaintiffs are informed and believe and thereon allege that Defendants intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiffs and the Represented Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.

56. Defendants' conduct was willful, as Defendants knew that Plaintiffs and the Represented Employees were entitled to be paid proper overtime wages throughout the statutory period, yet Defendants chose not to pay them in accordance thereto.

57. At all material times, Defendants DOES 1 through 10 were and/or are the employer of Plaintiffs and the Represented Employees or were persons acting on behalf of said employer(s), within the meaning of California Labor Code § 558, who violated or caused to be violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California Labor Code regulating hours and days of work respectively.

58. During the employment of Plaintiffs and the Represented Employees, Defendants failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

59. As a result of Defendants' wrongful conduct, Plaintiffs and the Represented Employees have been damaged in amounts to be proven at trial.

60. Plaintiffs, on behalf of themselves and the Represented Employees, seeks recovery of all unpaid overtime wages, penalties, interest, attorneys' fees, and costs of suit against Defendants in an amount to be proven at trial.

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1 67. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
2 Order every pay period because Plaintiffs and the Meal Break Subclass were not provided with
3 all mandatory meal periods and Defendants failed to pay Plaintiffs and the Meal Break Subclass
4 one additional hour of compensation at the regular rate of pay in lieu thereof.

5 68. At all relevant times herein, Defendants failed to provide Plaintiffs and the Meal
6 Break Subclass all mandated meal periods and failed to pay wage premiums in lieu of mandated
7 meal or rest periods, thereby receiving an economic benefit.

8 69. On information and belief, Plaintiffs and the Meal Break Subclass did not
9 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
10 obtained from Plaintiffs and the Meal Break Subclass were not willfully obtained, were not
11 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
12 unlawful adhesion. Defendants did not permit or authorize Plaintiffs and the Meal Break
13 Subclass to take meal periods in accordance with California law.

14 70. By their failure to provide Plaintiffs and the Meal Break Subclass with meal
15 periods as required by California law, and failing to pay one hour of additional wages in lieu of
16 each meal period not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and
17 IWC Wage Order § 11. Accordingly, Defendants are liable for one hour of additional wages at
18 the employee's regular rate of compensation for each work day that a meal period was not
19 lawfully provided in an amount to be proven at time of trial.

20 71. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
21 and IWC Wage Order § 11, Defendants, and each of them, are liable to Plaintiffs and the Meal
22 Break Subclass for unpaid wage premiums, penalties, costs, and interest.

23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE REST BREAKS**

25 (Labor Code §§ 226.7 and 512; IWC Wage Order § 12)

26 *Plaintiffs and the Rest Break Subclass Against All Defendants*

27 72. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
28 as if fully alleged herein.

1 73. Plaintiffs and the Rest Break Subclass are and/or were employees of Defendants
2 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

3 74. Labor Code § 226.7 requires employers, including Defendants, to provide rest
4 breaks to its employees as mandated by Order of the Industrial Welfare Commission.

5 75. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
6 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
7 each work period. Employees shall receive a 10-minute rest period every four hours or major
8 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
9 hours worked, for which there shall be no deduction from wages.

10 76. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
11 Order, Defendants shall pay Plaintiffs and the Represented Employees one additional hour of pay
12 at his/her regular rate of compensation for each day that the rest period is not provided.

13 77. At all relevant times, Defendants also failed to provide Plaintiffs and the Rest
14 Break Subclass with 10 minutes of net rest break time for every 4 hours worked, or major
15 fraction thereof, as mandated by California law. Defendants did not schedule rest breaks for the
16 Rest Break Subclass, the Rest Break Subclass were unable to leave the premises for breaks, and
17 the Rest Break Subclass were often not authorized and/or permitted to take mandated rest breaks
18 due to being overwhelmed by their hectic workload. Furthermore, on occasions when the Rest
19 Break Subclass worked longer shifts, Defendants failed to authorize and/or permit mandated
20 third rest breaks.

21 78. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
22 Order every pay period because Plaintiffs and the Rest Break Subclass were not provided with
23 all mandatory rest periods and Defendants failed to pay Plaintiffs and the Represented
24 Employees one additional hour of compensation in lieu thereof.

25 79. At all relevant times herein, Defendants failed to provide Plaintiffs and the Rest
26 Break Subclass all mandated rest breaks and failed to pay wage premiums in lieu of mandated
27 rest periods, thereby receiving an economic benefit.
28

1 80. By their failure to provide Plaintiffs and the Rest Break Subclass with rest breaks
2 as required by California law, and failing to pay one hour of additional wages in lieu of each rest
3 break not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and IWC Wage
4 Order § 12. Accordingly, Defendants are liable for one hour of additional wages at the
5 employee's regular rate of compensation for each workday that a paid rest break was not
6 lawfully provided in an amount to be proven at time of trial.

7 81. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
8 and IWC Wage Order § 12, Defendants, and each of them, are liable to Plaintiffs and the Rest
9 Break Subclass for unpaid wage premiums, penalties, costs, and interest.

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

12 (Labor Code § 2802)

13 *Plaintiffs and the Unreimbursed Expense Subclass Against All Defendants*

14 82. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
15 as if fully alleged herein.

16 83. Plaintiffs and the Unreimbursed Expense Subclass are and/or were employees of
17 Defendants who did not receive proper protections and benefits of the laws governing
18 reimbursement of business expenses.

19 84. Labor Code § 2802(a) requires that the employer indemnify its employees for
20 expenses and losses incurred while discharging their duties or in obedience to the directions of
21 their employer.

22 85. At all relevant times herein mentioned, as a condition of employment, Defendants
23 required Plaintiffs and the Unreimbursed Expense Subclass to incur necessary business-related
24 expenses and costs without reimbursement, including, but not limited to, acquiring and
25 maintaining a smart phone and related monthly data plan to communicate with Defendants via
26 phone and text message, internet WIFI and home office equipment.

1 86. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they
2 failed to reimburse Plaintiffs and the Unreimbursed Expense Subclass for expenses incurred as a
3 direct consequence of employment with Defendants and/or under the direction of Defendants.

4 87. At all relevant times herein, Defendants failed to reimburse the Unreimbursed
5 Expense Subclass, including Plaintiffs, for expenses incurred while discharging duties to
6 Defendants, thereby receiving an economic benefit.

7 88. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage
8 Order § 9(B), Plaintiffs and the Unreimbursed Expense Subclass have suffered, and continue to
9 suffer, substantial losses related to such incurred expenses, expenses, and attorney's fees in
10 seeking to compel Defendants to fully perform their obligations under the law, all in an amount
11 to be proved at time of trial.

12 89. Labor Code § 2802(b) states that "[a]ll awards made by a Court for
13 reimbursement of necessary expenditures" shall carry interest, at the same rate as judgments in
14 civil actions, and said interest will accrue from the date on which the employee incurred the
15 necessary expenditure or loss including, but not limited to, reasonable costs and attorney's fees
16 incurred by the employee enforcing the rights granted pursuant to Labor Code § 2802. The exact
17 amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

18 90. Furthermore, Labor Code § 2802(c) states that "[f]or the purposes of this section,
19 the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not
20 limited to, attorney's fees incurred by the employee in enforcing the rights granted by this
21 section." Therefore, Plaintiffs and the Unreimbursed Expense Subclass seek to recover the
22 unreimbursed expenses, interest on the unreimbursed expenses, and the costs and attorney's fees
23 necessarily incurred in pursuing same. The exact amount of reimbursements, interest, costs, and
24 attorney's fees will be in an amount to be proved at the time of trial.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY FINAL WAGES**

3 (Labor Code § 201 – 203)

4 (*Plaintiffs and the Waiting Time Penalties Subclass Against All Defendants*)

5 91. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 92. Plaintiffs and the Waiting Time Penalties Subclass are and/or were “non-exempt”
8 employees of Defendants who did not receive proper protections and benefits of the laws
9 governing the timing and payment of wages.

10 93. Labor Code § 201 requires that the employer immediately pay any wages, without
11 abatement or reduction, to any employee who is discharged.

12 94. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
13 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
14 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

15 95. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
16 penalty from the due date thereof at the same rate until paid or until an action therefore is
17 commenced, but the wages shall not continue for more than thirty (30) days.

18 96. At all relevant times here, Defendants did not provide Plaintiffs and the Waiting
19 Time Penalties Subclass with all wages due and owing upon separation of employment,
20 including, but not limited to, minimum, regular, overtime wages, as well as meal and rest period
21 premiums, within the time specified by Labor Code §§ 201 – 203.

22 97. Plaintiffs allege that, at all times material to this action, Defendants had a planned
23 pattern and practice of failing to timely pay to Plaintiffs and the Waiting Time Penalties Subclass
24 all wages due and owing upon separation of employment as required by Labor Code §§ 201 and
25 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiffs and the Waiting
26 Time Penalties Subclass the above-described waiting time penalty, all in an amount to be shown
27 according to proof at trial and within the jurisdiction of this Court.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 (Labor Code § 226)

4 *(Plaintiffs and the Wage Statement Penalties Subclass Against All Defendants)*

5 98. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 99. Plaintiffs and the Wage Statement Penalties Subclass are and/or were employees
8 of Defendants who did not receive proper protections and benefits of the laws governing the
9 provision of accurate itemized wage statements.

10 100. Labor Code § 226(a) requires that employers furnish its employees with written
11 itemized wage statements, semimonthly or at the time of each payment of wages, that show the
12 gross wages earned, total hours worked, all deductions, net wages earned, and all applicable
13 hourly rates in effect during the pay period and the corresponding number of hours worked at
14 each hourly rate by the employee.

15 101. Defendants violates Labor Code § 226(a) every pay period with respect to
16 Plaintiffs, the Represented Employees and the Wage Statement Penalties Subclass because
17 Defendants failed to provide a wage statement to Plaintiffs, the Represented Employees and the
18 Wage Statement Penalties Subclass that complied with the requirements of Labor Code § 226(a)
19 by failing to accurately state gross wages earned, failure to accurately state total hours worked,
20 failure to accurately state all deductions, failure to accurately state net wages earned, and failure
21 to state all applicable hourly rates in effect during the pay period and the corresponding number
22 of hours at each hourly rate by the employee.

23 102. Defendants' failure to provide the required writing deprived Plaintiffs, the
24 Represented Employees and the Wage Statement Penalties Subclass of the ability to know,
25 understand, and question the calculation and rate of pay and hours used to calculate the wages
26 paid by Defendants. Therefore, Plaintiffs, the Represented Employees and the Wage Statement
27 Penalties Subclass had no way to dispute the resulting miscalculation of wages, all of which
28 resulted in an unjustified economic enrichment to said Defendants. As a direct result, Plaintiffs,

1 the Represented Employees and the Wage Statement Penalties Subclass have suffered and
2 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
3 on such wages and expenses and attorney's fees in seeking to compel Defendants to fully
4 perform its obligation under state law, all to their respective damages in amounts according to
5 proof at trial.

6 103. As a result of Defendants' knowing and intentional failure to comply with Labor
7 Code § 226(a), Plaintiffs and the Wage Statement Penalties Subclass have suffered an injury in
8 that each was prevented from knowing, understanding and disputing the wage payments paid to
9 them. Furthermore, Plaintiffs and the Wage Statement Penalties Subclass have each suffered an
10 injury in that the failure to show all wages earned on the itemized wage statements resulted in
11 Plaintiffs and the Wage Statement Penalties Subclass being denied all necessary deductions,
12 payments, and withholdings owed by the employer, including, but not limited to, the failure to
13 make all necessary contributions for unemployment benefits, social security benefits, proper
14 payment of taxes and withholdings, and other mandated state and federal benefits.

15 104. Plaintiffs have also been injured as a result of having to bring this action to
16 attempt to obtain correct wage information following Defendants' refusal to comply with many
17 of the mandates of California's Labor Code and related laws and regulations.

18 105. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
19 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
20 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
21 attorney's fees and costs, to Plaintiff, the Represented Employees and the Wage Statement
22 Penalties Subclass who were injured by Defendants' failure to comply with Labor Code §
23 226(a). The exact amount of the applicable penalty is all in an amount to be shown according to
24 proof at trial.

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1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR AND UNLAWFUL COMPETITION**

3 (Business and Professions Code § 17200 *et seq.*)

4 (*Plaintiffs and the Represented Employees Against All Defendants*)

5 106. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 107. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
8 competition, which includes any “unlawful, unfair or fraudulent business act or practice.” The
9 Represented Employees, including Plaintiffs, have suffered and continue to suffer injuries in
10 fact, due to the unfair and unlawful business practices of Defendants as alleged herein.

11 108. Defendants, and each of them, are “persons” as defined under Business &
12 Professions Code § 17021.

13 109. As alleged herein, Defendants engaged in conduct that violated California’s wage
14 and hour laws, including failure to pay minimum wages, regular wages, overtime wages, failure
15 to provide meal periods and rest breaks, failure to reimburse business expenses, failure to timely
16 pay final wages, and failure to provide accurate itemized wage statements all in order to decrease
17 their costs and increase their profits.

18 110. At all times relevant herein, Defendants did not pay Plaintiffs and the Represented
19 Employees wages and monies and other financial obligations to which they were entitled.

20 111. As a result of Defendants’ failure to comply with the Labor Code and IWC
21 Orders, Represented Employees, including Plaintiffs, suffered a loss of wages and monies, all in
22 an amount to be shown according to proof at trial. Defendants’ ongoing violations of the
23 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

24 112. Defendants’ violations of the California Labor Code and IWC Wage Orders and
25 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business
26 practices because it was done in a systematic manner over a period of time to the detriment of the
27 Plaintiffs and all others similarly-situated.
28

1 113. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful, and harmful to Plaintiffs, other Represented Employees, and to the general public.
3 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
4 Code of Civil Procedure § 1021.5.

5 114. A violation of California Business & Professions Code § 17200, et seq. may be
6 predicated on the violation of any state or federal law. All of the acts described herein as
7 violations of, among other things, the California Labor Code and IWC Wage Orders, are
8 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
9 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
10 practices in violation of California Business and Professions Code §§ 17200, et seq.

11 115. Plaintiffs, individually, and on behalf of the Represented Employees, has no plain,
12 speedy, and/or adequate remedy at law to redress the injuries which she has suffered as a
13 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of
14 the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually,
15 and on behalf of the Represented Employees, has suffered and will continue to suffer irreparable
16 harm unless Defendants, and each of them, are restrained from continuing to engage in said
17 unfair, unlawful and/or fraudulent business practices.

18 116. Plaintiffs, individually, and on behalf of the Represented Employees, is entitled
19 to, and does seek such relief as may be necessary to disgorge the profits which Defendants have
20 acquired, or of which Plaintiffs and Represented Employees have been deprived, by means of the
21 above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the
22 Represented Employees are not obligated to establish individual knowledge of the unfair
23 practices of Defendants in order to recover restitution.

24 117. Plaintiffs, individually, and on behalf of the Represented Employees, is further
25 entitled to and does seek a declaration that the above-described business practices are unfair,
26 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
27 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in
28 the future.

1 118. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiffs and
2 Represented Employees are entitled to restitution of the wages withheld and retained by
3 Defendants during a period that commences four years prior to the filing of this complaint; a
4 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
5 Represented Employees; an award of attorneys' fees pursuant to California Code of Civil
6 Procedure § 1021.5 and other applicable laws; and an award of costs.

7 **PAGA CAUSES OF ACTION (Cal. Lab. Code. §§ 2698 – 2699.5)**

8 119. Plaintiffs were “aggrieved employees” under the PAGA as they were employed
9 by Defendants during the applicable statutory period and suffered one or more of the Labor Code
10 violations alleged herein. As such, Plaintiffs may recover the remedies described herein in a civil
11 action filed on behalf of themselves and all other similarly situated current and former aggrieved
12 employees in California against whom one or more of the alleged violations was committed
13 (hereinafter the “Aggrieved Employees”).

14 120. Plaintiffs seek to recover all applicable and available PAGA remedies pursuant to
15 Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
16 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
17 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiffs are not required to, nor
18 do they, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

19 121. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave written notice by online filing
20 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
21 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
22 the facts and theories to support the alleged violations. More than sixty-five (65) days have
23 elapsed since the date Plaintiffs provided the written notice of the claims alleged herein without
24 the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiffs have fully
25 satisfied the administrative prerequisites to suit under the PAGA.

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1 **NINTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM WAGES**

3 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

4 *Plaintiffs and the Aggrieved Employees against All Defendants*

5 122. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 123. Plaintiffs and the Aggrieved Employees were not exempt from the requirement to
8 be paid at least the applicable California minimum wage throughout the statutory period for each
9 hour worked.

10 124. At all relevant times, Plaintiffs and the Aggrieved Employees were not provided
11 proper minimum wages due to Defendants' failure to accurately compensate for all hours
12 worked. Therefore, this resulted in unpaid minimum wages on each such occasion.

13 125. In addition, Defendants utilized a rounding policy and practice that routinely
14 undercompensated the Aggrieved Employees and resulted in a net benefit to Defendants. In
15 other words, Defendants' rounding policy is not neutral and systematically undercompensates
16 Plaintiffs and the Aggrieved Employees, leading to a failure to pay proper minimum wages. As a
17 result of this policy and practice, Defendants failed to pay Plaintiffs and the Aggrieved
18 Employees for all hours worked.

19 126. Consequently, Defendants violated California Labor Code laws and minimum
20 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and
21 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

22 127. Plaintiffs are informed and believe and thereon alleges that Defendants
23 intentionally, willfully, and improperly failed to pay wages to Plaintiffs and the Aggrieved
24 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

25 128. As a result of the unlawful employment practices alleged herein, Plaintiffs seek
26 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
27 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES

PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES

(Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

Plaintiffs and the Aggrieved Employees against All Defendants

129. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

130. Plaintiffs and the Aggrieved Employees were employees of Defendants who did not receive proper protections and benefits of the laws governing payment of overtime wages.

131. Labor Code § 204 requires that the employer timely pay all overtime wages to its employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12) in one workday shall be compensated at twice the regular rate of pay for an employee.

132. At all relevant times, Plaintiffs and the Aggrieved Employees were required by Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, due to Defendants' failure to accurately record and compensate for all hours worked Plaintiffs and the Aggrieved Employees did not receive proper overtime compensation.

133. For instance, Defendants utilized a rounding policy and practice that routinely undercompensated Plaintiffs and the Aggrieved Employees and resulted in a net benefit to Defendants and a net loss for Plaintiffs and the Aggrieved Employees. In other words, Defendants' rounding policy is not neutral and results in systematic undercompensation to the Aggrieved Employees for overtime wages.

134. As a result of these policies and practices, Defendants failed to pay Plaintiffs and the Aggrieved Employees for all overtime hours worked.

135. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage Order § 3(A) every pay period with respect to Plaintiffs and the Aggrieved Employees because Defendants required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per

1 week without proper overtime compensation.

2 136. Plaintiffs are informed and believe and thereon allege that Defendants
3 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiffs and the
4 Aggrieved Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.

5 137. As a result of the unlawful employment practices alleged herein, Plaintiffs seeks
6 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
7 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

8 **ELEVENTH CAUSE OF ACTION**

9 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

10 (Labor Code § 226.7 and 512; IWC Wage Order § 11, 12)

11 *Plaintiffs and the Aggrieved Employees against All Defendants*

12 138. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
13 as if fully alleged herein.

14 139. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
15 who did not receive proper protections and benefits of the laws governing meal periods.

16 140. Labor Code § 226.7 requires employers, including Defendants, to provide
17 employees with meal periods as mandated by the Industrial Welfare Commission.

18 141. Labor Code § 512(a), in part, provides that employers, including Defendants, may
19 not employ an employee for a work period of more than five hours per day without providing an
20 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
21 except that if the total work period per day of the employee is no more than six hours, the meal
22 period may be waived by mutual consent of both the employer and the employee. Employers
23 may not employ an employee for a work period more than 10 hours per day without providing
24 the employee with a second meal period of not less than 30 minutes.

25 142. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
26 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
27 pay for each meal period that is missed.
28

1 143. At all relevant times herein, Plaintiffs and the Aggrieved Employees were denied
2 the 30-minute meal periods to which they were entitled. As a result of Defendants' policies and
3 practices, Plaintiffs and the Aggrieved Employees were subjected to meal period violations when
4 they were: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal
5 period while under the control of the Company, (3) forced to take a shortened meal period, (4)
6 forced to take a meal period after the 5th hour of work, and (5) not provided mandated second
7 meal periods for shifts in excess of 10 hours.

8 144. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
9 Order every pay period because Plaintiffs and the Aggrieved Employees were not provided with
10 all mandatory meal periods and Defendants failed to pay Plaintiffs and the Aggrieved Employees
11 one additional hour of compensation at the regular rate of pay in lieu thereof.

12 145. On information and belief, Plaintiffs and the Aggrieved Employees did not
13 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
14 obtained from Plaintiffs and the Aggrieved Employees were not willfully obtained, were not
15 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
16 unlawful adhesion. Defendants did not permit or authorize Plaintiffs and the Aggrieved
17 Employees to take meal periods in accordance with California law.

18 146. As a result of the unlawful employment practices alleged herein, Plaintiffs seeks
19 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
20 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA

21 **TWELFTH CAUSE OF ACTION**

22 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE REST BREAKS**

23 (Labor Code § 226.7 and 512; IWC Wage Order § 12)

24 *Plaintiffs and the Aggrieved Employees against All Defendants*

25 147. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
26 as if fully alleged herein.

27 148. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
28 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

1 149. Labor Code § 226.7 requires employers, including Defendants, to provide rest
2 breaks to its employees as mandated by Order of the Industrial Welfare Commission.

3 150. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
4 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
5 each work period. Employees shall receive a 10-minute rest period every four hours or major
6 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
7 hours worked, for which there shall be no deduction from wages.

8 151. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
9 Order, Defendants shall pay Plaintiffs and the Represented Employees one additional hour of pay
10 at his regular rate of compensation for each day that the rest period is not provided.

11 152. At all relevant times, Defendants also failed to provide Plaintiffs and the
12 Aggrieved Employees with 10 minutes of net rest break time for every 4 hours worked, or major
13 fraction thereof, as mandated by California law. Defendants did not schedule rest breaks for the
14 Aggrieved Employees, the Aggrieved Employees were unable to leave the premises for breaks,
15 and the Aggrieved Employees were often not authorized and/or permitted to take mandated rest
16 breaks due to being overwhelmed by their hectic workload. Furthermore, on occasions when the
17 Aggrieved Employees worked longer shifts, Defendants failed to authorize and/or permit
18 mandated third rest breaks.

19 153. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
20 Order every pay period because Plaintiffs and the Aggrieved Employees were not provided with
21 all mandatory rest periods and Defendants failed to pay Plaintiffs and the Aggrieved Employees
22 one additional hour of compensation in lieu thereof.

23 154. As a result of the unlawful employment practices alleged herein, Plaintiffs seek
24 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
25 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 (Labor Code § 2802)

4 *Plaintiffs and the Aggrieved Employees Against All Defendants*

5 155. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 156. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing reimbursement of
9 business expenses.

10 157. Labor Code § 2802(a) requires that the employer indemnify its employees for
11 expenses and losses incurred while discharging their duties or in obedience to the directions of
12 their employer.

13 158. At all relevant times herein mentioned, as a condition of employment, Defendants
14 required Plaintiffs and the Aggrieved Employees to incur necessary business-related expenses
15 and costs without reimbursement including necessary tools and gear to perform their job duties.

16 159. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they
17 failed to reimburse Plaintiffs and the Aggrieved Employees for expenses incurred as a direct
18 consequence of employment with Defendants and/or under the direction of Defendants.

19 160. As a result of the unlawful employment practices alleged herein, Plaintiffs seeks
20 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
21 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

22 **FOURTEENTH CAUSE OF ACTION**

23 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY WAGES EACH PERIOD**

24 (Labor Code § 204)

25 *Plaintiffs and the Aggrieved Employees against All Defendants*

26 161. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
27 as if fully alleged herein.
28

1 162. Plaintiffs and the Aggrieved Employees are and/or were “nonexempt” employees
2 of Defendants who did not receive proper protections and benefits of the laws regarding the
3 timing of payment of wages each period.

4 163. Labor Code § 204(a) states that all wages earned by a person are due and payable
5 twice during each calendar month, and further states that wages earned during the first through
6 fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that
7 wages earned between the sixteenth and last day of the month must be paid by the tenth day of
8 the following month.

9 164. Furthermore, Labor Code § 204(d) states “[t]he requirements of this section shall
10 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
11 the wages are paid not more than seven calendar days following the close of the payroll period.”

12 165. At all relevant times herein, Defendants did not provide Plaintiffs and the
13 Aggrieved Employees with all wages due and owing each period within the time required by
14 Labor Code § 204. Moreover, Defendants did not provide Plaintiffs and the Aggrieved
15 Employees with all wages due and owing each pay period, including, but not limited to,
16 minimum, regular, and overtime wages, as well as meal and rest period premiums and sick time
17 at the proper rate, within the time specified by Labor Code § 204.

18 166. As a result of the unlawful employment practices alleged herein, Plaintiffs seeks
19 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
20 and seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

21 **FIFTEENTH CAUSE OF ACTION**

22 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

23 (Labor Code §§ 201 – 203)

24 *Plaintiffs and the Aggrieved Employees against All Defendants*

25 167. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
26 as if fully alleged herein.
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168. Plaintiffs and the Aggrieved Employees are and/or were “non-exempt” employees of Defendants who did not receive proper protections and benefits of the laws governing the timing and payment of final wages.

169. Labor Code § 201 requires that the employer immediately pay any wages, without abatement or reduction, to any employee who is discharged.

170. Labor Code § 202 requires that the employer pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

171. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) days.

172. At all relevant times here, Defendants did not provide Plaintiffs and the Aggrieved Employees with all wages due and owing upon separation of employment, including, but not limited to, minimum, regular, and overtime wages, vacation and sick pay at the proper rates, and meal and rest period premiums, within the time specified by Labor Code §§ 201 – 203.

173. Plaintiffs allege that, at all times material to this action, Defendants had a planned pattern and practice of failing to timely pay to Plaintiffs and the Aggrieved Employees all wages due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

174. As a result of the unlawful employment practices alleged herein, Plaintiffs seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

SIXTEENTH CAUSE OF ACTION

PAGA ASSESSMENT FOR

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226)

Plaintiffs and the Aggrieved Employees against All Defendants

175. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

1 176. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
2 who did not receive proper protections and benefits of the laws governing the provision of
3 accurate itemized wage statements.

4 177. Labor Code § 226(a) requires an employer to provide its employees with itemized
5 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
6 inclusive dates of the pay period, the employee's name and the last four digits of his or her
7 Social Security number (or employee identification number), the name and address of the legal
8 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate by the employee.

10 178. Defendants violate Labor Code § 226(a) every pay period with respect to
11 Plaintiffs and the Aggrieved Employees due to violations including: failure to accurately state
12 total hours worked (for example, the wage statements failed to accurately reflect total
13 compensable hours); failure to accurately state gross wages earned, all deductions, and net wages
14 earned (due to, for example, the failure to pay all required minimum and overtime wages);
15 failure to state the start and end dates of the pay period; failure to state the applicable hourly rates
16 (including the accurate overtime rate of pay); failure to state the inclusive dates of the pay
17 period; failure to accurately state the name and address of the legal entity of the employer; and
18 failure to accurately state the corresponding number of hours worked at each hourly rate.

19 179. Additionally, Defendants' wage statements directly violated Labor Code § 226(a)
20 each period due to the failure to pay and report premium wages for denied meal periods and rest
21 breaks under § 226.7.

22 180. As a result of the unlawful employment practices alleged herein, Plaintiffs seeks
23 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
24 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

25 **VII. PRAYER FOR RELIEF**

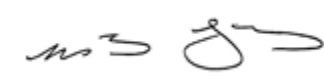
26 WHEREFORE, Plaintiffs, on behalf of themselves, on a representative basis, and all
27 others similarly situated, prays for judgment and relief against Defendants, jointly and severally,
28 as follows:

1. As to the Ninth through Sixteenth Causes of Action, the assessment of all applicable and available remedies under PAGA;
2. For reasonable attorneys' fees and costs as permitted under PAGA;
3. That the First through Eighth Causes of Action be certified as a class action;
4. That Plaintiffs be appointed as Class Representatives;
5. That counsel for Plaintiffs be appointed Class Counsel;
6. For all applicable statutory penalties recoverable under the First through Eighth Causes of Action to the extent permitted by law, including those pursuant to Labor Code and Orders of the Industrial Welfare Commission;
7. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including those pursuant to the Labor Code;
8. For injunctive relief and/or restitution as provided by the Labor Code and Business and Professions Code § 17200, *et seq.*;
9. For a declaratory judgment that Defendants have violated Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1198, 1199, and 2802 among other sections inadvertently omitted;
10. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties according to proof, including interest;
11. For pre- and post-judgment interest; and
12. For such other relief as the Court deems just and proper.

Dated: March 27, 2024

LAUBY, MANKIN & LAUBY LLP

BY:



Brian J. Mankin, Esq.
Misty M. Lauby, Esq.
Attorneys for Plaintiffs

PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, CA 92504.

On March 27, 2024, I caused to be served the foregoing document(s) described as follows:

FIRST AMENDED COMPLAINT

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the 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 one day after date of deposit for mailing in affidavit.

☐ **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

☐ **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

☐ **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

☒ **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

☐ **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

☐ **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 27, 2024, Riverside, California.

☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Tracie Chiarito, Declarant

SERVICE LIST

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