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on behalf of herself and others similarly situated

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Superior Court of California
County of Los Angeles
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

JAMISE MOORE, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

WILLIAMSON MORGAN & ASSOCIATES,
LLC, a Delaware corporation; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 23STCV25858

CLASS ACTION

**PLAINTIFF JAMISE MOORE’S FIRST
AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION AND
FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL TIME WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED, AND FAILURE TO INCLUDE ADDITIONAL REMUNERATION WHEN CALCULATING OVERTIME WAGES IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198**
- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**

5. **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN VIOLATION OF LABOR CODE SECTION 227.3**
6. **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**
7. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
8. **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204**
9. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
10. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
11. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***
12. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, *et seq.***

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff JAMISE MOORE (“Plaintiff”), who alleges and complains against Defendants WILLIAMSON MORGAN & ASSOCIATES, LLC, a Delaware corporation (“Defendant WILLIAMSON MORGAN”), and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

INTRODUCTION

1
2 1. This is a wage and hour class action lawsuit and Private Attorneys' General Act of
3 2004, Lab. Code §2698, et seq. ("PAGA") representative action on behalf of Plaintiff and other
4 current and former non-exempt employees of Defendants in California seeking within the applicable
5 statute of limitations periods:

- 6 (a) failure to pay wages for all hours worked at minimum wage;
- 7 (b) failure to pay overtime wages for all overtime hours worked;
- 8 (c) failure to pay overtime at the proper overtime rate by failing to include all
9 remuneration in calculating the regular rate of pay for purposes of paying overtime;
- 10 (d) failure to authorize or permit all legally required and compliant meal periods
11 and/or pay meal period premium wages;
- 12 (e) failure to authorize or permit all legally required and compliant rest periods
13 and/or pay rest period premium wages;
- 14 (f) failure to pay accrued and vested vacation/PTO wages;
- 15 (g) failure to pay sick pay at the proper regular rate;
- 16 (h) failure to indemnify all necessary expenditures or losses incurred by employees
17 in direct consequence of discharging their duties;
- 18 (i) statutory penalties for failure to timely pay earned wages during employment;
- 19 (j) statutory waiting time penalties in the form of continuation wages for failure
20 to timely pay employees all wages due upon separation of employment;
- 21 (k) statutory penalties for failure to provide accurate wage statements; and
22 injunctive relief and other equitable relief, reasonable attorney's fees pursuant to Labor Code §218.5,
23 226(e), 1194, costs, interest, liquidated damages, and civil penalties pursuant to Labor Code §2698
24 associated with Defendant's violations of the Labor Code brought on behalf of Plaintiff and others
25 similarly situated and/or other aggrieved employees and the Labor Workforce Development Agency
26 ("LWDA").

2. Based on these alleged violations, Plaintiff now brings this class action and representative action to recover unpaid wages, restitution, statutory penalties, and injunctive relief and other equitable relief, reasonable attorney's fees pursuant to Labor Code §§218.5, 226(e), 1194, costs, interest, and liquidated damages, on behalf of herself and all others similarly situated.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction to hear this case because Plaintiff's and putative class members' claims for unpaid wages, actual damages, liquidated damages, restitution, and penalties sought by Plaintiff on behalf of herself and others similarly situated from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

4. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure §§393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

5. Defendants operate throughout California; Defendants employed Plaintiff and putative class members in locations throughout California, including but not limited to Los Angeles County, at 320 So. Milliken Avenue, Suite H, Ontario, California 91761; more than two-thirds of putative class members are California citizens; the principal violations of California law occurred in California; the conduct of Defendants forms a significant basis for Plaintiff's and putative class members' claims; and Plaintiff and putative class members seek significant relief from Defendants.

PAGA ALLEGATIONS

6. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

7. At all times herein set forth, PAGA provides that any provision of law under the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in Labor Code §2699.3.

8. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved

1 employee,” who is any person that was employed by the alleged violator and against whom one or
2 more of the alleged violations was committed.

3 9. Plaintiff was employed by Defendants and the alleged violation was committed against
4 him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the
5 other employees are “aggrieved employees” as defined by Labor Code §2699(c) in that they are all
6 current or former employees of Defendants, and one or more of the alleged violations were committed
7 against them.

8 10. Pursuant to Labor Code §2699.3 and 2699.5, an aggrieved employee, including
9 Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been
10 met:

11 (a) The aggrieved employee shall give written notice by online submission
12 (hereinafter “Employee’s Notice”) to the Labor & Workforce Development
13 Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of
14 the specific provisions of the Labor Code alleged to have been violated,
15 including the facts and theories to support the alleged violations.

16 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
17 and the aggrieved employee by certified mail that it does not intend to
18 investigate the alleged violation within sixty (60) calendar days of the
19 postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice,
20 or if the LWDA Notice is not provided within sixty-five (65) calendar days of
21 the postmark date of the Employee’s Notice, the aggrieved employee may
22 commence a civil action pursuant to Labor Code §2699 to recover civil
23 penalties in addition to any other penalties to which the employee may be
24 entitled.

25 11. On December 8, 2023, Plaintiff provided written notice by online submission to the
26 LWDA and by U.S. Certified Mail to Defendant WILLIAMSON MORGAN of the specific
27 provisions of the Labor Code alleged to have been violated, including the facts and theories to support
28 the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar

1 days of the date of Plaintiff's notice.

2 12. Therefore, Plaintiff has satisfied the administrative prerequisites under Labor Code
3 §2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations
4 of Labor Code §201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
5 2800 and 2802.

6 **PARTIES**

7 13. Plaintiff brings this action on behalf of herself and other members of the general public
8 similarly-situated. The named Plaintiff and the class of persons on whose behalf this action is filed
9 are current, former and/or future employees of Defendants who work as hourly non-exempt
10 employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of
11 California and were employed by Defendants within the four years prior to the filing of the Complaint.

12 14. Defendants employed Plaintiff as an hourly non-exempt employee from in or around
13 November 2021 to on or about February 21, 2023.

14 15. Plaintiff is informed and believes, and on that basis alleges that Defendants employed
15 Plaintiff and other hourly non-exempt employees throughout the State of California and therefore its
16 conduct forms a significant basis of the claims asserted in this matter.

17 16. Plaintiff is informed and believes and thereon alleges that Defendants WILLIAMSON
18 MORGAN and DOES 1-25 are authorized to do business within the State of California and are doing
19 business in the State of California and/or that Defendants DOES 1-25 are, and at all times relevant
20 hereto were persons acting on behalf of Defendants in the establishment of, or ratification of, the
21 aforementioned illegal wage and hour practices or policies. Defendants WILLIAMSON MORGAN
22 and DOES 1-25 operate in Los Angeles County and employed Plaintiff and other putative class
23 members in Los Angeles County at its business located at 320 So. Milliken Avenue, Suite H, Ontario,
24 California 91761.

25 17. Plaintiff is informed and believes and thereon alleges that Defendants 26-50 are
26 corporations, or are other business entities or organizations of a nature unknown to Plaintiff that
27 employed Plaintiff and aggrieved California non-exempt employees, permitted Plaintiff and
28

1 aggrieved employees to work, and exercised control over the wages, hours and working conditions
2 of employment of Plaintiff and aggrieved employees.

3 18. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-100
4 are individuals unknown to Plaintiff. Each individual Defendant is sued individually in his or her
5 capacity as an agent, shareholder, owner, representative, manager, supervisor, independent contractor
6 and/or employee of each Defendant and participated in the establishment of, or ratification of, the
7 aforementioned illegal wage and hour practices or policies.

8 19. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
9 sues said Defendants by said fictitious names, and will amend this Complaint when the true names
10 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
11 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
12 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

13 20. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each
14 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
15 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
16 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
17 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
18 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
19 Complaint. Plaintiff is further informed and believes and thereon alleges that each Defendant acted
20 pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each
21 Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled,
22 aided and abetted the conduct of all other defendants. As used in this Complaint, "Defendants" means
23 "Defendants and each of them," and refers to the Defendants named in the particular cause of action
24 in which the word appears and includes Defendants WILLIAMSON MORGAN and DOES 1 to 100,
25 inclusive.

26 21. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
27 employee, and/or joint venturer of each of the other Defendants and was acting within the course and
28 scope of said conspiracy, agency, employment, and/or joint venture and with the permission and

1 consent of each of the other Defendants.

2 22. Plaintiff makes the allegations in this Complaint without any admission that, as to any
3 particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
4 reserves all of Plaintiff rights to plead in the alternative.

5 **DESCRIPTION OF ILLEGAL PAY PRACTICES**

6 23. Pursuant to Industrial Welfare Commission (“IWC”) Wage Order 4 (“Wage Order”),
7 codified at California Code of Regulations title 8, §11010, Defendants are employers of Plaintiff
8 within the meaning of Wage Order 4 and §18 of the Labor Code. Therefore, each of these Defendants
9 is jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and
10 the Labor Code.

11 24. **Failure to Pay Wages for All Hours Worked at the Legal Minimum Wage:**
12 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees.
13 In California, an employer is required to pay hourly employees for all “hours worked” at least the
14 minimum wage rate of pay which includes all time that an employee is under the control of the
15 employer and all time the employee is suffered and permitted to work as established by the Industrial
16 Welfare Commission (“IWC”) and the Wage Orders. This includes the time an employee spends,
17 either directly or indirectly, performing services which inure to the benefit of the employer.

18 25. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
19 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
20 similarly situated employees all wages at the applicable overtime wage for all hours worked due to
21 Defendants’ policies, practices, and/or procedures including, but not limited to:

- 22 (a) Defendants paid Plaintiff and other non-exempt employees similarly situated
23 for their scheduled hours instead of properly keeping track of their time. As a
24 result, Defendants failed to properly track the actual hours Plaintiff and other
25 non-exempt employees worked. Otherwise, Defendants unlawfully rounded
26 Plaintiff and other non-exempt employees’ hours and failed to properly
27 compensate them for time spent working in a given shift.
28

1 (b) Defendants “rounded” down or “shaved” Plaintiff’s and similarly situated
2 employees’ total daily hours worked at the time of their clock-in and clock-out
3 to the nearest quarter of an hour, to the benefit of Defendants.

4 (c) Defendants required Plaintiff and similarly situated employees to work off-the
5 clock by requiring them to arrive prior to the start of their shift and stay beyond
6 the end of their shift so that Plaintiff and similarly situated employees could
7 make contact with debtors, whom are in some cases located on the East Coast.
8 Plaintiff and similarly situated employees were not paid for this time.

9 26. Defendants suffered, permitted, and required their hourly non-exempt employees to
10 be subject to Defendants’ control without paying wages for that time. This resulted in Plaintiff and
11 similarly situated employees working time for which they were not compensated any wages, in
12 violation of Labor Code §§1194, 1197, and Wage Order 4.

13 27. **Failure to Pay Overtime Wages Due to Rounding Down Hours Worked to the**
14 **Nearest Quarter Hour.** Defendants employed many of their employees, including Plaintiff, as non-
15 exempt, hourly employees. In California, an employer is required to pay hourly employees for all
16 “hours worked,” which includes all time that an employee is under control of the employer and all
17 time the employee is suffered and permitted to work. This includes the time an employee spends,
18 either directly or indirectly, performing services that inure to the benefit of the employer.

19 28. Labor Code §§510 and 1194 require an employer to compensate employees a higher
20 rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a workweek, and on any
21 seventh consecutive day of work in a workweek:

22 Any work in excess of eight hours in one workday and any work in excess of 40 hours
23 in any one workweek and the first eight hours worked on the seventh day of work in
24 any one workweek shall be compensated at the rate of no less than one and one-half
25 times the regular rate of pay for an employee. Any work in excess of 12 hours in one
26 day shall be compensated at the rate of no less than twice the regular rate of pay for an
27 employee. In addition, any work in excess of eight hours on any seventh day of a
28 workweek shall be compensated at the rate of no less than twice the regular rate of pay
of an employee.

(Lab. Code §510.)

29 In this case, Defendants “rounded” down or “shaved” Plaintiff and similarly situated

employees' total daily hours worked to the nearest quarter of an hour at the clock-in and clock-out times, to the benefit of Defendants. This occurred on days where Plaintiff and similarly situated employees worked at least 8 hours or in workweeks where Plaintiff and similarly situated employees worked at least 40 hours. This resulted in Defendants failing to pay Plaintiff and similarly situated hourly non-exempt employees at their overtime rate of pay for this time, but was not paid any wages in violation of Labor Code §§510, 1194, and Wage Order 4 §3.

30. **Failure to Pay Wages for Overtime Hours Worked at the Overtime Rate of Pay:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under the control of the employer and all time the employee is suffered or permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

31. Labor Code §§510 and 1194 and Wage Order 4 require an employer to compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code §510; Wage Order 4 §3.

32. Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) Defendants paid Plaintiff and other non-exempt employees similarly situated for their scheduled hours instead of properly keeping track of their time. As a result, Defendants failed to properly track the actual hours Plaintiff and other non-exempt employees worked, including overtime and double overtime. Otherwise, Defendants unlawfully rounded Plaintiff and other non-

1 exempt employees' hours and failed to properly compensate them for time spent working in a given
2 shift.

3 (b) Defendants "rounded" down or "shaved" Plaintiff's and similarly situated
4 employees' total daily hours worked at the time of their clock-in and clock-out to the nearest quarter
5 of an hour, to the benefit of Defendants.

6 (c) Defendants required Plaintiff and similarly situated employees to work off-the
7 clock by requiring them to arrive prior to the start of their shift and stay beyond the end of their
8 shift so that Plaintiff and similarly situated employees could make contact with debtors, whom are in
9 some cases located on the East Coast. Plaintiff and similarly situated employees were not paid for
10 this time, which amounts to overtime and double overtime wages.

11 33. To the extent Plaintiff and similarly situated employees had already worked 8 hours
12 in the workday and/or during workweeks Plaintiff and similarly situated employees had already
13 worked 40 hours in a workweek, the employees should have been paid overtime for this unpaid time.
14 This resulted in hourly non-exempt employees working time which should have been paid at the legal
15 overtime rate but was not paid any wages in violation of Labor Code §§510, 1194, and Wage Order
16 4 §3.

17 34. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
18 failing to pay Plaintiffs and similarly situated employees for all overtime hours worked, in violation
19 of Labor Code §§510, 1194, 1198, and the Wage Order.

20 35. **Failure to Pay Overtime at the Proper Overtime Rate by Failing to Include all**
21 **Remuneration in Calculating the Regular Rate of Pay for Purposes of Paying Overtime:**
22 Defendants employ hourly non-exempt employees, including Plaintiff and others similarly situated,
23 with a compensation structure that includes additional remuneration, including bonus compensation,
24 commissions, and/or incentives.

25 36. Labor Code §§510 and 1194 require an employer to compensate employees a higher
26 rate of pay for hours worked in excess of eight hours in a workday:

27 Any work in excess of eight hours in one workday and any work in excess of 40 hours
28 in any one workweek and the first eight hours worked on the seventh day of work 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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

(Cal. Lab. Code §510.)

37. Regarding the “regular rate,” overtime is based upon an employee’s regular rate of pay. “The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

38. At times, Plaintiff and similarly situated employees worked overtime hours under state law during pay periods that they earned an additional bonus compensation, commissions, and/or incentives. Despite the fact that California law requires employers to include all remuneration as part of the regular rate of pay for determining overtime premium pay, Defendants entirely excluded Plaintiff’s and similarly situated hourly non-exempt employees’ additional bonus compensation, commissions, and/or incentives in calculating those employees’ overtime rate of pay.

39. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and other similarly situated hourly non-exempt employees working hours in excess of eight hours in a workday and/or 40 hours in a workweek and Defendants paying them less overtime than they earned pursuant to California law.

40. **Failure to Pay Hourly Non-Exempt Employees Wages to Compensate Them for Workdays Defendants Failed to Provide Required Meal Periods:** California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee’s activities prior to the employee’s sixth hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on

1 duty” meal period is only permitted when: (1) the nature of the work prevents an employee from
2 being relieved of all duty; and (2) the parties have a written agreement agreeing to on duty meal
3 periods. If an employer fails to provide an employee a meal period in accordance with the law, the
4 employer must pay the employee one hour of pay at the employee’s regular rate of pay for each
5 workday that a legally required meal period was not timely provided or was not duty-free. *Id.*

6 41. During the four years prior to the filing of the complaint, Plaintiff and similarly
7 situated employees regularly worked shifts of more than 5 hours in length. Nevertheless, Plaintiff and
8 similarly situated employees were not given an uninterrupted 30-minute meal break for every five
9 hours of work because Defendants’ systematic company policy pressured and/or required employees
10 to work without receiving meal periods, or the meal breaks were interrupted, untimely, taken while
11 working, and/or were shorter than 30 minutes. Nevertheless, Defendants automatically deducted 30
12 minutes from Plaintiff’s and similarly situated employees’ daily hours worked and attributed that time
13 to a first meal period

14 42. At times, Plaintiff and California non-exempt employees would work in excess of 10
15 hours which would entitled them to a second meal period before the 10th hour of work. Defendants
16 did not provide Plaintiff and California non-exempt employees with a second meal period when they
17 worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiff and
18 California non-exempt employees a premium wage for their missed meal periods when they did not
19 receive a second meal period. Accordingly, Defendants did not pay Plaintiff and California non-
20 exempt employees a premium wage when they did not receive a second meal period.

21 43. Defendants also failed to pay Plaintiff and similarly situated employees one hour of
22 pay at their regular rate of pay for each workday Plaintiff and similarly situated employees did not
23 receive all legally compliant meal periods. Defendants lacked a policy and procedure for
24 compensating Plaintiff and similarly situated employees with premium wages when they did not
25 receive all legally required meal periods in a legally compliant manner.

26 44. During pay periods Defendants paid Plaintiffs and similarly situated employees
27 additional bonus compensation, commissions, and/or incentives and meal period premium wages for
28 missed, late, short, or interrupted meal periods, Defendants failed to pay the meal period premium

1 wages at one (1) hour of pay at Plaintiff's and similarly situated employees' regular rate of pay due
2 to Defendants' failure to include the additional bonus compensation, commissions, and/or incentives
3 when calculating Plaintiff's and similarly situated employees regular rate of pay for the purpose of
4 paying premium wages.

5 45. These practices and procedures resulted in Plaintiff and all other similarly situated
6 employees not receiving wages to compensate them for workdays which Defendants did not provide
7 them with legally compliant meal periods in compliance with California law.

8 46. **Failure to Pay Hourly Employees Wages to Compensate Them for Workdays**
9 **Defendants Failed to Provide Required Rest Periods:** Defendants often employed hourly
10 employees, including the named Plaintiff and all others similarly-situated, for shifts at least three and
11 one-half (3.5) hours in length.

12 47. California law states that "[e]very employer shall authorize and permit all employees
13 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
14 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
15 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
16 an employee a rest period in accordance with the applicable provisions of this order, the employer
17 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
18 workday that the rest period is not provided." (Wage Order 4 §12; see Lab. Code § 226.7.) Under
19 California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six
20 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
21 more than 10 hours up to 14 hours, and so on." (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
22 1029; Lab. Code §226.7; Wage Order 4 §12.) Rest periods must be in the middle of each work period.
23 (Wage Order 4 §12.) If an employer fails to provide an employee a timely and legally compliant rest
24 period, the employer must pay the employee one hour of pay at the employee's regular rate of
25 compensation for each work day that a legally required meal period was not provided or was not duty
26 free. (*Id.*)

27 48. Despite that California law requires employers to provide employees with one 10
28 minute rest break when an employee's work shift is in excess of 3.5, a second 10 minute rest break

1 when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10 hours,
2 Defendants regularly failed to do so. As a result, Plaintiff and similarly situated non-exempt,
3 employees did not receive legally compliant rest periods as they were untimely, on-duty, or were not
4 taken at all.

5 49. Defendants also failed to pay employees one hour of pay at their regular rate of pay
6 for each workday Plaintiff and similarly situated employees did not receive all timely and legally
7 compliant rest periods.

8 50. This practice resulted in Plaintiff and all other similarly situated California non-
9 exempt employees not receiving wages to compensate them for workdays which Defendants did not
10 provide them with rest periods in compliance with California law.

11 51. **Failure to Pay Accrued and Vested Vacation Wages:** Defendants had a policy
12 and/or procedure of providing its employees with paid vacation time and/or personal time off
13 (“Vacation/PTO”).

14 52. Vacation/PTO wages are deferred wages that vest once accrued. Labor Code § 227.3
15 provides that an employer must pay its employees all unused vested vacation/PTO at the time of
16 termination at the employees’ final rate of pay.

17 53. Defendants had a vacation policy in which Plaintiff and other similarly situated
18 employees accrued vacation/PTO wages.

19 54. Defendants terminated Plaintiff and other similarly situated employees without paying
20 them the full amount of their earned vacation/PTO wages, in violation of California law, and
21 employed policies and procedures which ensured Plaintiff and those similarly situated would not
22 receive their accrued and vested vacation/PTO wages upon termination.

23 55. **Failure to Pay Sick Pay at the Proper Rate:** Defendants failure to pay sick pay to
24 Plaintiff and similarly situated employees at the correct rate. Plaintiff received compensation in
25 addition to hourly wages, but those additional amounts were not included when calculating sick pay
26 wages. Instead, Defendants paid Plaintiff and similarly situated employees at their base hourly rate
27 of pay.

28 56. **Failure to Indemnify Employees for Losses and Expenditures Incurred as Part of**

1 **Their Employment:** Labor Code §2802(a) states that “[a]n employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
3 the discharge of his or her duties, or of his or her obedience to the directions of the employer...” An
4 employer is prohibited from passing the ordinary business expenses and losses of the employer onto
5 the employee. (Labor Code §2802).

6 57. Defendants employed policies, practices, and/or procedures of impermissibly passing
7 business-related expenses to Plaintiffs and similarly situated employees.

8 58. The costs incurred by Plaintiff and similarly situated employees to pay for their own
9 mandatory compliance with Defendants’ policies, practices, and/or procedures were significant as a
10 result of their employment with Defendants.

11 59. Defendants employed policies and procedures which ensured Plaintiff and similarly
12 situated employees would not receive indemnification for the aforementioned necessary expenditures
13 incurred as a result of their employment with Defendants.

14 60. Defendants’ aforementioned policies, practices, and/or procedures resulted in
15 Plaintiffs and similarly situated California-based employees not receiving indemnification for
16 employment-related expenditures, in violation of Labor Code §2802.

17 61. **Failure to Timely Pay Earned Wages During Employment:** In California, wages
18 must be paid at least twice during each calendar month on days designated in advance by the employer
19 as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st
20 and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of
21 that month and wages earned between the 16th and the last day, inclusive, of any calendar month
22 must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as
23 those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days
24 following the close of the payroll period in which wages were earned. Labor Code §204(d).

25 62. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed to
26 timely pay Plaintiff’s and similarly situated employees’ earned wages (including minimum wages,
27 overtime wages, meal period premium wages, rest period premium wages, vacation/PTO pay, sick
28 pay, and reimbursement pay), in violation of Labor Code §204.

1 63. Defendants' aforementioned policies, practices, and/or procedures resulted in their
2 failure to pay Plaintiff and similarly situated employees their earned wages within the applicable time
3 frames outlined in Labor Code §204.

4 **64. Failure to Timely Pay All Wages Due at the Time of Termination/Resignation:**
5 An employer is required to pay all unpaid wages timely after an employee's employment ends. The
6 wages are due immediately upon termination (Labor Code §201) or within 72 hours of resignation
7 (Labor Code §202).

8 65. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
9 he, and other similarly situated employees, were not paid their final wages in a timely manner upon
10 separation of employment, whether voluntary or involuntary, as required by Labor Code §201, 202,
11 and 203.

12 **66. Failure to Provide Accurate Wage Statements:** Labor Code §226(a) provides (inter
13 alia) that, upon paying an employee his or her wages, the employer must "furnish each of his or her
14 employees ... an itemized statement in writing showing: (1) gross wages earned, (2) total hours
15 worked by the employee, except for any employee whose compensation is solely based on a salary
16 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
17 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
18 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
19 all deductions made on written orders of the employee may be aggregated and shown as one item, (5)
20 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
21 name of the employee and his or her social security number, (8) the name and address of the legal
22 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee."

24 67. Defendants failed to provide accurate and complete wage statements to Plaintiff and
25 similarly situated employees. Because Defendants provided to employees wage statements which
26 were inadequate as a result of the aforementioned conduct, Plaintiff and similarly situated employees
27 wage statements inaccurately stated: the gross wages earned, total hours worked by the employee, the
28 net wages earned, and applicable hourly rates in effect in a pay period with corresponding number of

1 hours worked.

2 68. Defendants applied these policies and procedures to Plaintiff and other similarly
3 situated employees which resulted in Defendants failing to provide complete and accurate wage
4 statements to non-exempt employees in compliance with Labor Code §226 (a).

5 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

6 69. Plaintiff brings this action on behalf of herself, on behalf of all others similarly
7 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

8 A. **Minimum Wage Class:** All current and former hourly non-exempt employees
9 employed by Defendants in California at any time within the four years prior to the filing of the initial
10 Complaint in this action and through the date notice is mailed to a certified class who were not paid
11 at least at minimum wage for all time they were subject to Defendants' control.

12 B. **Overtime Class:** All current and former hourly non-exempt employees
13 employed by Defendants in California at any time within the four years prior to the filing of the initial
14 Complaint in this action and through the date notice is mailed to a certified class who worked more
15 than eight hours in a in a workday or 40 hours in a workweek and to whom Defendants did not pay
16 all overtime wages owed.

17 C. **Regular Rate Class:** All current and former non-exempt employees employed
18 by Defendants in California at any time within the four years prior to the filing of the initial complaint
19 in this action and through the date notice is mailed to a certified class, who earned commissions,
20 bonuses, service charges, shift-differential pay or other non-hourly compensation which were not
21 included in calculating the overtime pay earned during pay periods the employees earned the bonuses
22 and worked in excess of 8 hours in a workday, 40 hours in a workweek, or on a seventh consecutive
23 day of work in a workweek.

24 D. **Meal Period Class:** All current and former hourly non-exempt employees
25 employed by Defendants in California at any time within the four years prior to the filing of the initial
26 Complaint in this action and through the date notice is mailed to a certified class who worked more
27 than 5 hours during a workday and did not receive wages to compensate them for missed meal periods,
28 late meal periods, interrupted meal periods, meal periods taken onsite and/or short meal periods.

1 E. **Meal Period Premium Wages Class:** All current and former hourly non-
2 exempt employees employed by Defendants in California at any time from four (4) years prior to the
3 filing of the initial Complaint in this matter through the date notice is mailed to a certified class who
4 received additional remuneration including, but not limited to, an additional bonus compensation,
5 commissions, and/or incentives during pay periods in which they were owed and/or paid meal period
6 premium wages and whose regular rate of pay did not include additional remuneration including, but
7 not limited to, an additional bonus compensation, commissions, and/or incentives when Defendants
8 calculated those employees' meal period premium wages.

9 F. **Rest Period Class:** All current and former hourly non-exempt employees
10 employed by Defendants in California at any time within the four years prior to the filing of the initial
11 Complaint in this action and through the date notice is mailed to a certified class who worked at least
12 three and one-half (3.5) or more hours in a day who did not receive required rest periods of ten net
13 minutes rest time for every four hours worked between three and one-half and six hours, six and ten
14 hours, or ten and fourteen hours.

15 G. **Rest Period Premium Wages Class:** All current and former hourly non-
16 exempt employees employed by Defendants in California at any time from four (4) years prior to the
17 filing of the initial Complaint in this matter through the date notice is mailed to a certified class who
18 received additional remuneration including, but not limited to, an additional bonus compensation,
19 commissions, and/or incentives during pay periods in which they were owed and/or paid rest period
20 premium wages and whose regular rate of pay did not include additional remuneration including, but
21 not limited to, an additional bonus compensation, commissions, and/or incentives when Defendants
22 calculated those employees' rest period premium wages

23 H. **Vacation Pay Class:** All current and former non-exempt employees employed
24 by Defendants in California at any time within the four (4) years prior to the filing of the initial
25 complaint in this action and through the date notice is mailed to a certified class who accrued vacation
26 time/personal time off, yet Defendants did not pay all wages due for vested vacation time/personal
27 time off upon separation of employment.

28 I. **Sick Pay Class:** All current and former non-exempt employees employed by

1 Defendants in California as direct employees as well as temporary employees employed through
2 temporary employment agencies at any time from four (4) years prior to the filing of the initial
3 Complaint in this matter through the date notice is mailed to a certified class who were paid sick pay
4 in a period in which they earned any other pay that should have been included, including but not
5 limited to, an additional bonus compensation, commissions, and/or incentives, in their sick pay wages.

6 J. **Indemnification Class:** All current and former hourly non-exempt employees
7 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
8 Complaint in this action through the date notice is mailed to a certified class who did not receive
9 indemnification to reimburse them for the necessary expenditures incurred in the discharge of their
10 duties.

11 K. **Pay Day Class:** All current and former hourly non-exempt employees
12 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
13 Complaint in this action through the date notice is mailed to a certified class who were not timely
14 paid earned wages during their employment.

15 L. **Waiting Time Class:** All current and former hourly non-exempt employees
16 employed by Defendants in California at any time within the three years prior to the filing of the
17 initial Complaint in this action and through the date notice is mailed to a certified class who did not
18 receive payment of all unpaid wages upon separation of employment within the statutory time period.

19 M. **Wage Statement Class:** All current and former non-exempt employees
20 employed by Defendants in California at any time within the one year prior to the filing of the initial
21 complaint in this action and through the date notice is mailed to a certified class who received
22 inaccurate or incomplete wage statements.

23 N. **California Class:** All aforementioned classes are here collectively referred to
24 as the “California Class.”

25 70. There is a well defined community of interest in the litigation and the classes are
26 ascertainable:

27 A. **Numerosity:** While the exact number of class members in each class is
28 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of

1 all members is impractical under the circumstances of this case.

2 **B. Common Questions Predominate:** Common questions of law and fact exist
3 as to all members of the Plaintiff classes and predominate over any questions that affect only
4 individual members of each class. The common questions of law and fact include, but are not limited
5 to:

6 i. Whether Defendants violated Labor Code §§1194 and 1197 by not
7 paying employees' wages at a minimum wage rate for all time that the Minimum Wage Class
8 Members were subject to Defendants' control but were not paid;

9 ii. Whether Defendants violated Labor Code §§510 and 1194 by not
10 paying employees' wages at an overtime wage rate for all overtime hours that the Overtime Class
11 Members were subject to Defendants' control but were not paid.

12 iii. Whether Defendants violated Labor Code §§510 and 1194 by failing to
13 include all remuneration when calculating the overtime rate of pay for the members of the Regular
14 Rate Class.

15 iv. Whether Defendants violated Labor Code §§512 and 226.7, as well as
16 the applicable Wage Order, by employing Meal Period Class Members without providing all their
17 required meal periods or paying meal period premium wages;

18 v. Whether Defendants violated Labor Code §§512 and 226.7, as well as
19 the applicable Wage Order, by employing Meal Period Class Members and Meal Period Premium
20 Class Members without providing all their required meal periods, paying meal period premium
21 wages, or not including all remuneration when paying meal period premium wages;

22 vi. Whether Defendants violated the Wage Order and Labor Code §226.7
23 and the applicable Wage Order by employing Rest Period Class Members without providing all their
24 required rest periods or paying rest period premium wages;

25 vii. Whether Defendants violated Labor Code §227.3 by failing to pay the
26 Vacation Pay Class Members all vacation time/personal time off wages due to them upon termination;

27 viii. Whether Defendants failed to pay sick pay to the Sick Pay Class at the
28 correct rate;

ix. Whether Defendants violated Labor Code §2802 by failing to provide Indemnification Class Members with reimbursement of costs to compensate them for the necessary expenditures incurred in the discharge of their duties;

x. Whether Defendants violated Labor Code §204 by employing Pay Day Class Members without timely paying them all earned wages during their employment;

xi. Whether Defendants failed to provide the Waiting Time Class Members with all of their earned wages upon separation of employment within the statutory time period;

xii. Whether Defendants unlawfully failed to furnish the Wage Statement Class with proper accurate itemized wage statements;

xiii. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code §17200 *et seq.*;

xiv. Whether California Class Members are entitled to unpaid wages, penalties and other relief pursuant to their claims;

xv. Whether, as a consequence of Defendants' unlawful conduct, the California Class Members are entitled to restitution, and/or equitable relief; and

xvi. Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and as to the California Class Members as a whole.

C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in each of the classes. Plaintiff and the members of the Minimum Wage Class sustained damages arising out of Defendants' failure to pay wages at least at minimum wage for all time the employees were subject to Defendants' control. Plaintiff and the members of the Overtime Wage Class sustained damages arising out of Defendants' failure to pay the overtime wages for overtime hours worked. Plaintiff and members of the Regular Rate Class sustained damages arising out of Defendants' failure to pay them at the proper overtime rate by failing to include all remuneration when calculating their regular rate of pay for purposes of determining their overtime rate of pay. Plaintiff and the members of the Meal Period Class sustained damages arising out of Defendants' failure to provide employees all legally required meal periods and failure to pay meal period premium wages as compensation.

1 Plaintiff and the members of the Meal Period Class and Meal Period Premium Wages Class sustained
2 damages arising out of Defendants' failure to provide employees meal periods of not less than 30
3 minutes and failure to pay meal period premium wages as compensation or failure to pay meal period
4 premiums wages at the regular rate of pay. Plaintiff and the members of the Rest Period Class
5 sustained damages arising out of Defendants' failure to provide employees all legally required rest
6 periods and failure to pay rest period premium wages as compensation. Plaintiff and the Members of
7 the Rest Period Class and Rest Period Premium Wages Class sustained damages arising out of
8 Defendants' failure to provide non-exempt employees rest periods of a net 10 minutes and failure to
9 pay rest period premium wages as compensation or failure to pay rest period premium wages at the
10 regular rate of pay. Plaintiff and the members of the Vacation Pay Class sustained damages arising
11 out of Defendants' failure to pay all accrued and vested vacation/PTO wages upon separation of
12 employment. Plaintiff. Plaintiff and members of the Sick Pay Class sustained damages arising out of
13 Defendants' failure to properly calculate and pay sick pay. Plaintiff and members of the
14 Indemnification Class sustained damages from Defendants' failure to provide reimbursement of costs
15 to compensate them for the necessary expenditures incurred in the discharge of their duties. Plaintiff
16 and members of the Pay Day Class sustained damages arising out of Defendants' failure to timely
17 pay them all wages earned during their employment in compliance with Labor Code §204. Plaintiff
18 and the members of the Waiting Time Class sustained damages arising out of Defendants' failure to
19 provide all unpaid yet earned wages due upon separation of employment within the statutory time
20 limit. Plaintiff and the members of the Wage Statement Class sustained damages arising out of
21 Defendants' failure to furnish them with accurate and/or complete itemized wage statements in
22 compliance with Labor Code §226.

23 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
24 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
25 other class members.

26 E. **Superiority:** A class action is superior to other available means for the fair
27 and efficient adjudication of this controversy. Because individual joinder of all members of each class
28 is impractical, class action treatment will permit a large number of similarly situated persons to

1 prosecute their common claims in a single forum simultaneously, efficiently, and without the
2 unnecessary duplication of effort and expense that numerous individual actions would engender. The
3 expenses and burdens of individual litigation would make it difficult or impossible for individual
4 members of each class to redress the wrongs done to them, while important public interests will be
5 served by addressing the matter as a class action. The cost to and burden on the court system of
6 adjudication of individualized litigation would be substantial, and substantially more than the costs
7 and burdens of a class action. Individualized litigation would also present the potential for
8 inconsistent or contradictory judgments.

9 F. **Public Policy Consideration:** Employers throughout the state violate wage
10 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect
11 retaliation. Former employees fear bringing actions because they perceive their former employers
12 can blacklist them in their future endeavors with negative references and by other means. Class
13 actions provide the class members who are not named in the Complaint with a type of anonymity that
14 allows for vindication of their rights.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

17 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

18 **(By Plaintiff and the Minimum Wage Class As Against All Defendants and Doe Defendants)**

19 71. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
20 by reference.

21 72. At all times relevant to this Complaint, Plaintiff and the members of the Minimum
22 Wage Class were hourly non-exempt employees of Defendants.

23 73. Pursuant to Labor Code §§1194, 1197, and Wage Orders, Plaintiff and the Minimum
24 Wage Class are entitled to receive wages for all hours worked, i.e., all time subject to Defendants'
25 control, and those wages must be paid at least at the minimum wage rate in effect during the time the
26 Minimum Wage Class members earned the wages.

27 74. Defendants' payroll policies and procedures required members of the Minimum Wage
28 Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in

1 which they were subject to Defendants' control. Specifically:

2 (a) Defendants paid Plaintiff and Minimum Wage Class members for their
3 scheduled hours instead of properly keeping track of their time. As a result, Defendants failed to
4 properly track the actual hours Plaintiff and Minimum Wage Class members worked. Otherwise,
5 Defendants unlawfully rounded Plaintiff and Minimum Wage Class members' hours and failed to
6 properly compensate them for time spent working in a given shift.

7 (b) Defendants "rounded" down or "shaved" Plaintiff's and Minimum Wage Class
8 members total daily hours worked at the time of their clock-in and clock-out to the nearest quarter of
9 an hour, to the benefit of Defendants.

10 (c) Defendants required Plaintiff and Minimum Wage Class members to work off-
11 the clock by requiring them to arrive prior to the start of their shift and stay beyond the end of their
12 shift so that Plaintiff and Minimum Wage Class members could make contact with debtors, whom
13 are in some cases located on the East Coast. Plaintiff and Minimum Wage Class members were not
14 paid for this time.

15 75. In addition, Defendants employed a policy, practice, and/or procedure whereby they
16 automatically deducted 30 minutes from employees' daily hours worked and attributed that time to a
17 first meal period, even though Defendants routinely provided employees meal periods of less than the
18 30 minutes. The 30-minute automatic deduction from Plaintiff's and similarly situated employees'
19 timecards resulted in hours worked during meal periods that were not properly reflected on their time
20 sheets and therefore not compensated for in violation of Labor Code §§1194, 1197, and the Wage
21 Order.

22 76. As a result of Defendants' unlawful conduct, Plaintiff and members of the Minimum
23 Wage Class have suffered damages in an amount subject to proof, to the extent that they were not
24 paid wages at a minimum wage rate for all hours worked.

25 77. Pursuant to Labor Code §§1194 and 1194.2, Plaintiff and the Minimum Wage Class
26 members are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the
27 amount of their unpaid minimum wage, and attorneys' fees and costs.
28

SECOND CAUSE OF ACTION

**FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED, AND
FAILURE TO INCLUDE ADDITIONAL REMUNERATION WHEN CALCULATING
OVERTIME WAGES IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198
(By Plaintiff and the Overtime Class and Regular Rate Class As Against All Defendants and
Doe Defendants)**

78. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

79. At times relevant to this Complaint, Plaintiff and the members of the Overtime Class were hourly non-exempt employees of Defendants, covered by Labor Code §§510 and 1194 and the Wage Order.

80. Pursuant to Labor Code §§510 and 1194 and the Wage Order, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight hours in a workday and/or 40 hours in a workweek.

81. Labor Code §510 (a) states in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

82. Further, Labor Code §1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

83. Despite that California law requires employers to pay employees a higher rate of pay for all hours worked more than eight hours in a workday, Defendants failed to pay Plaintiff and similarly situated employees overtime wages due them for their daily overtime hours worked. Specifically:

1 (a) Defendants paid Plaintiff and Overtime Class members for their scheduled
2 hours instead of properly keeping track of their time. As a result, Defendants failed to properly track
3 the actual hours Plaintiff and Overtime Class members worked. Otherwise, Defendants unlawfully
4 rounded Plaintiff and Overtime Class members' hours and failed to properly compensate them for
5 time spent working in a given shift.

6 (b) Defendants "rounded" down or "shaved" Plaintiff and Overtime Class
7 Members' total daily hours worked to the nearest quarter of an hour at the clock-in and clock-out
8 times, to the benefit of Defendants. This occurred on days where Plaintiff and Overtime Class
9 Members worked at least 8 hours or in workweeks where Plaintiff and Overtime Class Members
10 worked at least 40 hours. This resulted in Defendants failing to pay Plaintiff and Overtime Class
11 Members at their overtime rate of pay for this time.

12 (c) Defendants required Plaintiff and Overtime Class members to work off-the
13 clock by requiring them to arrive prior to the start of their shift and stay beyond the end of their
14 shift so that Plaintiff and Overtime Class members could make contact with debtors, whom are in
15 some cases located on the East Coast. Plaintiff and Overtime Class members were not paid for this
16 time.

17 84. In addition, Defendants employed a policy, practice, and/or procedure whereby they
18 automatically deducted 30 minutes from employees' daily hours worked and attributed that time to a
19 first meal period, even though Defendants routinely provided employees meal periods of less than the
20 30 minutes. The 30-minute automatic deduction from Plaintiff's and similarly situated employees'
21 timecards resulted in hours worked during meal periods that were not properly reflected on their time
22 sheets. This occurred on days where Plaintiff and similarly situated employees worked at least 8 hours
23 or in workweeks where Plaintiff and similarly situated employees worked at least 40 hours. This
24 resulted in Defendants failing to pay Plaintiff and similarly situated employees at their overtime rate
25 of pay for this time in violation of Labor Code §§510, 1194, and the Wage Order

26 85. Lastly, Defendants failed to include non-discretionary bonus compensation in
27 calculating their regular rate of pay for purposes of paying overtime. The foregoing resulted in time
28 during each workday which Plaintiff and Regular Rate Class Members were under the control of

1 Defendants, but were not compensated at their proper overtime rate of pay when they worked more
2 than eight hours in a day or 40 hours in a week, in violation of Labor Code §§510, 1194, and 1198,
3 and the Wage Order.

4 86. As a result of Defendants' unlawful conduct, Plaintiff and members of the Overtime
5 Class and Regular Rate Class have suffered damages in an amount subject to proof, to the extent that
6 they were not paid premium wages at an overtime rate of pay for all hours worked or at the proper
7 overtime rate of pay.

8 87. Pursuant to Labor Code §1194, Plaintiff and the Overtime Class members are entitled
9 to recover the full amount of their unpaid overtime wages, prejudgment interest and attorneys' fees
10 and costs.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF**
13 **LABOR CODE SECTIONS 512 AND 226.7**

14 **(By Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class As Against**
15 **All Defendants and Doe Defendants)**

16 88. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
17 by reference.

18 89. California law requires an employer to provide an employee an uninterrupted meal
19 period of no less than 30-minutes before the end of a five hour work period. (Lab. Code §512; Wage
20 Order 4 at §11.) An employer may not employ an employee for a work period of more than 10 hours
21 per day without providing the employee with a second meal period of not less than 30 minutes before
22 the end of a ten hour work period. (*Id.*) If the employee is not relieved of all duty during a meal period,
23 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
24 "on duty" meal period is only permitted when 1) the nature of the work prevents an employee from
25 being relieved of all duty and 2) the parties have a written agreement agreeing to on duty meal periods.
26 If the employee is not free to leave the work premises or worksite during the meal period, even if the
27 employee is relieved of all other duty during the meal period, the employee is subject to the
28 employer's control and the meal period is counted as time worked. If an employer fails to provide an

1 employee a meal period in accordance with the law, the employer must pay the employee one hour
2 of pay at the employee's regular rate of compensation for each work day that a legally required meal
3 period was not provided or was not duty free. (*Id.*)

4 90. Plaintiff and Meal Period Class Members would work on workdays in shifts long
5 enough to entitle them to meal periods under California law. Despite that California law requires
6 employers to provide employees with timely duty free meal periods when they have worked a
7 sufficient amount of hours, Defendants failed to provide employees a timely full thirty minute meal
8 period for each five hour period of work as required by law.

9 91. Defendants would automatically deduct 30 minutes from Plaintiff and Meal Period
10 Class Members' daily hours worked even when Defendants failed to authorize or permit Plaintiff and
11 Meal Period Class Members to take a full 30-minute meal period or a meal period at all.

12 92. At times, Plaintiff and California non-exempt employees would work in excess of 10
13 hours which would entitled them to a second meal period before the 10th hour of work. Defendants
14 did not provide Plaintiff and California non-exempt employees with a second meal period when they
15 worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiff and
16 California non-exempt employees a premium wage for their missed meal periods when they did not
17 receive a second meal period. Accordingly, Defendants did not pay Plaintiff and California non-
18 exempt employees a premium wage when they did not receive a second meal period.

19 93. Defendants' policies and procedures resulted in Plaintiff and all other similarly
20 situated employees not receiving wages to compensate them for workdays which Defendants did not
21 provide them with legally compliant meal periods in compliance with California law.

22 94. Defendants' policies and procedures made it impossible for Plaintiff and other Meal
23 Period Class members from receiving all legally required and timely meal breaks or from Defendants
24 making such meal breaks available to Plaintiff and other Meal Period Class Members when they
25 worked a minimum of five hours in a work period.

26 95. On occasions Defendants paid Plaintiff and Meal Period Premium Wages Class
27 members meal period premium wages for missed, late, short, or interrupted meal periods in the same
28 pay period they earned additional remuneration including, but not limited to, an additional bonus

1 compensation, commissions, and/or incentives, Defendants failed to pay the meal period premium
2 wages at one (1) hour of pay at the regular rate of pay due to Defendants' failure to include additional
3 remuneration including, but not limited to, an additional bonus compensation, commissions, and/or
4 incentives when calculating Plaintiff's and Meal Period Premium Wages Class members' regular rate
5 of pay for the purpose of paying meal period premiums.

6 96. Defendants employed policies and procedures which ensured Plaintiff, Meal Period
7 Class members, and Meal Period Premium Class members did not receive premium wages, or
8 premium wages at the regular rate, to compensate them for workdays that they did not receive legally
9 compliant meal periods. This practice resulted in Plaintiff, Meal Period Class members, and Meal
10 Period Premium Class members, not receiving premium wages, or receiving less premium wages, to
11 compensate them for workdays which Defendants did not provide them with all required meal
12 periods, in compliance with California law.

13 97. Defendants' unlawful conduct alleged herein occurred in the course of employment of
14 Plaintiff and Meal Period Class Members and such conduct has continued through the filing of this
15 Complaint.

16 98. Because Defendants failed to provide employees with meal periods and/or pay meal
17 period premium wages in compliance with the law, Defendants are liable to Plaintiff, Meal Period
18 Class Members, and Meal Period Premium Class for one (1) hour of additional pay at the regular rate
19 of compensation for each workday that Defendants did not provide all legally required and legally
20 compliant meal periods and/or pay proper meal period premium wages, pursuant to Labor Code
21 §226.7 and the Wage Order.

22 99. Plaintiff, on behalf of herself, the Meal Period Class, and the Meal Period Premium
23 Class seeks damages and all other relief allowable, including a meal period premium wage for each
24 workday Defendants failed to provide all legally required and legally compliant meal periods and/or
25 pay proper meal period premium wages, plus pre-judgment interest.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF**
3 **LABOR CODE SECTION 226.7**

4 **(By Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class As Against All**
5 **Defendants and Doe Defendants)**

6 100. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
7 by reference.

8 101. At all times relevant to this Complaint, Plaintiff and members of the Rest Period Class
9 were employees of Defendants, covered by Labor Code §226.7 and the Wage Order.

10 102. California law requires that “[e]very employer shall authorize and permit all
11 employees to take rest periods, which insofar as practicable shall be in the middle of each work period.
12 The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
13 minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 4 §12. Employees
14 are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes
15 for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14
16 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029;
17 Labor Code §226.7. Additionally, the rest period requirement “obligates employers to permit – and
18 authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016)
19 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
20 relinquish control over how employees spend their time. *Id.* If an employer fails to provide an
21 employee a rest period in accordance with the applicable provisions of this Order, the employer shall
22 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
23 workday that the rest period is not provided.” Wage Order 4 §12; Labor Code §226.7.

24 103. In this case, Plaintiff and members of the Rest Period Class regularly worked shifts of
25 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
26 procedures that resulted in their failure to authorize or permit all legally required and compliant rest
27 periods to Plaintiff and Rest Period Class Members. Specifically, Defendants’ policies, practices,
28 and/or procedures failed to provide Plaintiff and Rest Period Class members with duty free rest

1 periods of a net 10-minutes for every four hours worked or major fraction thereof.

2 104. Additionally, Defendants failed to pay Plaintiff and members of the Rest Period Class
3 one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally
4 required and legally compliant rest periods. Defendants lacked a policy and procedure for
5 compensating Plaintiff and Rest Period Class Members with premium wages when they did not
6 receive all legally required and legally compliant rest periods.

7 105. On occasions Defendants paid Plaintiff and Rest Period Premium Wages Class
8 members rest period premium wages for missed, late, short, or interrupted rest periods in the same
9 pay period they earned bonus compensation, commissions, and/or incentives, Defendants failed to
10 pay the rest period premium wages at one (1) hour of pay at the regular rate of pay due to Defendants'
11 failure to include additional remuneration including, but not limited to, an additional bonus
12 compensation, commissions, and/or incentives, when calculating when calculating Plaintiff's and
13 Rest Period Premium Wages Class members' regular rate of pay for the purpose of paying rest period
14 premiums.

15 106. Defendants employed policies and procedures which ensured Plaintiff, Rest Period
16 Class members, and Rest Period Premium Class members did not receive premium wages, or
17 premium wages at the regular rate, to compensate them for workdays that they did not receive legally
18 compliant rest periods. This practice resulted in Plaintiffs, Rest Period Class members, and Rest
19 Period Premium Class member, not receiving premium wages, or receiving less premium wages, to
20 compensate them for workdays which Defendants did not provide them with all required rest periods,
21 in compliance with California law.

22 107. Defendants' unlawful conduct alleged herein occurred in the course of
23 employment of Plaintiff Rest Period Class members, and Rest Period Premium Wages Class members
24 and such conduct has continued through the filing of this Complaint.

25 108. Plaintiff, on behalf of herself, the Rest Period Class, and Rest Period Premium Wages
26 Class, seeks damages and all other relief allowable, including a rest period premium wage for each
27 workday Defendants failed to provide all required rest periods and/or failed to include all
28 remuneration when calculating the rest period premiums, plus pre-judgment interest.

109. Thus, Plaintiff, Rest Period Class members, and Rest Period Premium Class members are entitled to one hour of pay for each workday Defendants did not provide them all required rest periods, and/or pay them rest period premiums at the regular rate, plus pre-judgment interest.

FIRST CAUSE OF ACTION

**FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN
VIOLATION OF LABOR CODE SECTION 227.3**

(By Plaintiff and the Vacation Pay Class As Against All Defendants and Doe Defendants)

110. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

111. At times relevant to this Complaint, Plaintiff and the members of the Vacation Pay Class were non-exempt employees of Defendants, covered by Labor Code §227.3.

112. Labor Code §227.3 states in relevant part

Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served....

113. Defendants employ policies which provide for vacation/PTO to Plaintiff and Vacation Pay Class.

114. Wages vest during the pay period in which they are earned. Plaintiff and members of the Vacation Pay Class earned vacation/PTO wages while employed by Defendants. Defendants terminated Vacation Pay Class Members and failed to pay all earned and vested vacation/PTO wages upon termination.

115. Defendants employed policies and procedures which ensured Plaintiff and members of the Vacation Pay Class would not receive their accrued and vested vacation/PTO wages upon termination.

116. Pursuant to Labor Code §227.3, Plaintiff and members of the Vacation Pay Class seek their earned and vested vacation/PTO wages, plus interest thereon, for the four years preceding the filing of this Complaint.

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**

3 **(By Plaintiff and the Sick Pay Class As Against All Defendants and Doe Defendants)**

4 117. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
5 by reference.

6 118. Sick pay must be compensated at the employee's regular rate of pay, for the workweek
7 in which the paid leave was taken, or at a rate determined by averaging over 90 days. Labor Code
8 §246(1).

9 119. By failing to pay Plaintiff and the Sick Pay Class for sick pay at the correct rate,
10 Defendants willfully violated Labor Code §246.

11 120. In addition, Plaintiff and the Sick Pay Class earned wages other than their regular pay,
12 including but not limited to, an additional bonus compensation, commissions, and/or incentives, that
13 should have been included in their sick pay wages, but were not included. As a result, Plaintiff and
14 the Sick Pay Class are entitled to proper sick pay compensation.

15 121. Defendants' unlawful acts deprived Plaintiff and the Sick Pay Class of sick pay in
16 amounts to be determined at trial, and they are entitled to recover these amounts, with interest,
17 attorneys' fees, and costs.

18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**

20 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

21 **(By Plaintiff and the Indemnification Class Against All Defendants and Doe Defendants)**

22 122. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
23 by reference.

24 123. Plaintiff and members of the Indemnification Class have been employed by
25 Defendants in the State of California. Labor Code §2802(a) states that "[a]n employer shall indemnify
26 his or her employee for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
28 employer..." An employer is prohibited from passing the ordinary business expenses and losses of

1 the employer onto the employee. (Labor Code §2802).

2 124. Defendants violated Labor Code §2802 by employing policies, practices, and/or
3 procedures of impermissibly passing business-related expenses to Plaintiff and Indemnification Class
4 Members.

5 125. The costs incurred by Plaintiff and Indemnification Class Members for their
6 mandatory compliance with Defendants' policies, practices, and/or procedures were significant as a
7 result of their employment with Defendants.

8 126. Moreover, Defendants employed policies and procedures which ensured that Plaintiff
9 and Indemnification Class Members would not receive indemnification for all necessary expenditures
10 or losses incurred by them in direct consequence of discharging their duties. Defendants'
11 aforementioned policies, practices, and/or procedures resulted in Plaintiff and Indemnification Class
12 Members not receiving indemnification for employment-related expenditures in compliance with
13 California law.

14 127. Because Defendants failed to indemnify employees for the necessary expenditures
15 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
16 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
17 §2802.

18 128. As a direct and proximate result of Defendants' violation of Labor Code §2802,
19 Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary damages
20 entitling them to both injunctive relief and restitution. Plaintiff, on behalf of herself and on behalf of
21 the Indemnification Class, seeks damages and all other relief allowable including indemnification for
22 all employment-related expenses as well as ordinary business expenses incurred by Defendants and
23 passed on to Plaintiff and Indemnification Class Members, pursuant to Labor Code §2802.

24 129. Pursuant to Labor Code §2802, Plaintiff and Indemnification Class Members are
25 entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.
26
27
28

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN**
3 **VIOLATION OF LABOR CODE SECTION 204**

4 **(By Plaintiff and the Pay Day Class As Against All Defendants and Doe Defendants)**

5 130. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
6 by reference.

7 131. Plaintiff and the Pay Day Class have been employed by Defendants in the State of
8 California. In California, wages must be paid at least twice during each calendar month on days
9 designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code
10 §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid
11 between the 16th and the 26th day of that month and wages earned between the 16th and the last day,
12 inclusive, of any calendar month must be paid between the 1st and 10th day of the following month.
13 *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within
14 seven (7) calendar days following the close of the payroll period in which wages were earned. Labor
15 Code §204(d).

16 132. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
17 timely pay Plaintiff's and the Pay Day Class' earned wages (including minimum wages, overtime
18 wages, meal period premium wages, rest period premium wages, and indemnification pay), in
19 violation of Labor Code §204.

20 133. Defendants' aforementioned policies, practices, and/or procedures resulted in their
21 failure to pay Plaintiff and the Pay Day Class their earned wages within the applicable time frames
22 outlined in Labor Code §204.

23 134. Defendants' failure to timely pay Plaintiff and the Pay Day Class their earned wages
24 in accordance with Labor Code §204 was willful. Defendants had the ability to timely pay all wages
25 earned by hourly workers in accordance with Labor Code §204, but intentionally adopted policies or
26 practices incompatible with the requirements of Labor Code §204. When Defendants failed to timely
27 pay Plaintiff and the Pay Day Class all earned wages, they knew what they were doing and intended
28 to do what they did.

135. As a result of Defendants' unlawful conduct, Plaintiff and the Pay Day Class have suffered damages in an amount subject to proof, to the extent that they were not timely paid their earned wages pursuant to Labor Code §204.

136. Pursuant to Labor Code §210, Plaintiff and the Pay Day Class are entitled to recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five (25%) percent of the amount unlawfully withheld.

NINTH CAUSE OF ACTION

**FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE
AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF
LABOR CODE SECTIONS 201, 202, AND 203**

(By Plaintiff and the Waiting Time Class As Against All Defendants and Doe Defendants)

137. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

138. At all times relevant to this Complaint, Plaintiff and the other members of the Waiting Time Class were employees of Defendants, covered by Labor Code §§201 and 202.

139. Pursuant to Labor Code §§201 and 202, Plaintiff and members of the Waiting Time Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

140. Defendants failed to pay Plaintiff and members of the Waiting Time Class all wages earned and unpaid prior to separation of employment, in accordance with either Labor Code §§201 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action Defendants maintained a policy or practice of not

1 paying hourly employees all earned wages timely upon separation of employment.

2 141. Defendants' failure to pay Plaintiff and members of the Waiting Time Class all wages
3 earned prior to separation of employment timely in accordance with Labor Code §§201 and 202 was
4 willful. Defendants had the ability to pay all wages earned by Waiting Time Class Members prior to
5 separation of employment in accordance with Labor Code §§201 and 202, but intentionally adopted
6 policies or practices incompatible with the requirements of Labor Code §§201 and 202. Defendants'
7 practices include failing to pay at least minimum wage for all time worked, failing to pay overtime
8 wages for overtime hours worked, failing to pay overtime wages at the proper overtime rate of pay,
9 failing to pay premium wages for workdays Defendants did not provide employees all meal periods
10 in compliance with California law, failing to pay premium wages for workdays Defendants did not
11 provide employees all rest periods in compliance with California law, failure to pay all accrued and
12 vested vacation/PTO wages upon termination, failure to provide sick pay, and failure to indemnify
13 all necessary expenditures or losses incurred by employees in direct consequence of discharging their
14 duties. When Defendants failed to pay its hourly non-exempt workers all earned wages timely upon
15 separation of employment, it knew what they were doing and intended to do what it did.

16 142. Pursuant to either Labor Code §§201 or 202, Plaintiff and members of the Waiting
17 Time Class are entitled to all wages earned prior to separation of employment that Defendants did not
18 pay them.

19 143. Pursuant to Labor Code §203, Plaintiff and members of the Waiting Time Class are
20 entitled to continuation of their wages, from the day their earned and unpaid wages were due upon
21 separation until paid, up to a maximum of 30 days.

22 **TENTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
24 **VIOLATION OF LABOR CODE SECTION 226**

25 **(By Plaintiff and the Wage Statement Class As Against All Defendants and Doe Defendants)**

26 144. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
27 by reference.

28 145. At all relevant times, Plaintiff and the members of the Wage Statement Class were

1 non-exempt employees of Defendants and covered by Labor Code §226.

2 146. Pursuant to Labor Code §226 (a), Plaintiff and members of the Wage Statement Class
3 were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage
4 statement accurately stating the following:

5 (1) gross wages earned, (2) total hours worked by the employee, except for any employee
6 whose compensation is solely based on a salary and who is exempt from payment of
7 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial
8 Welfare Commission, (3) the number of piece-rate units earned and any applicable piece
9 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
10 deductions made on written orders of the employee may be aggregated and shown as one
11 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
12 paid, (7) the name of the employee and his or her social security number, except that by
January 1, 2008, only the last four digits of his or her social security number or an employee
identification number other than a social security number may be shown on the itemized
statement, (8) the name and address of the legal entity that is the employer, and (9) all
applicable hourly rates in effect during the pay period and the corresponding number of
hours worked at each hourly rate by the employee.

13 147. Defendants' illegal practices (described in more detail above and below, including but
14 not limited to, Defendants' failure to pay all minimum wage and overtime for all hours worked, failure
15 to pay meal and rest period premiums, failure to pay for all accrued and vested vacation/PTO, failure
16 to pay sick pay wages, and failure to pay reimbursement pay) resulted in Defendants not providing
17 Plaintiff and other California non-exempt employees with accurate and complete itemized wage
18 statements in violation of Labor Code §226. The wage statements Defendants provided to employees
19 were inadequate for reasons including but not limited to Defendants inaccurately or failing to state
20 the following: the number of hours worked, the gross wages earned, the net wages earned, and hourly
21 rates in place during the pay period with corresponding hours worked.

22 148. Defendants' failure to provide Plaintiff and members of the Wage Statement Class
23 with accurate and complete wage statements was knowing and intentional. Defendants had the ability
24 to provide Plaintiff and members of the Class with accurate and complete wage statements but
25 intentionally provided wage statements that Defendants knew were not accurate. Defendants
26 knowingly and intentionally put in place practices which deprived employees of wages and resulted
27 in Defendants' knowing and intentional providing of inaccurate wage statements.

28 149. As a result of Defendants unlawful conduct, Plaintiff and members of the Wage

1 Statement Class have suffered injury in that the wage statements inaccurately stated and/or failed to
2 state the aforementioned items of information and Plaintiff and the members of the class could not
3 promptly and easily determine from the wage statement alone an accurate statement of: the gross
4 wages earned, and the net wages earned.

5 150. Pursuant to Labor Code §226(e), Plaintiff and members of the Wage Statement Class
6 are entitled to recover actual damages or fifty dollars for the initial pay period in which a violation of
7 Labor Code §226 occurred and one-hundred dollars for each violation of Labor Code §226 in a
8 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

9 151. Pursuant to Labor Code §226(g), Plaintiff and members of the Wage Statement Class
10 are entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
11 §226(a). Injunctive relief is warranted because Defendants continue to provide currently employed
12 members of the Class with inaccurate wage statements in violation of Labor Code §226(a) and
13 currently employed members of the Class have no adequate legal remedy for the continuing injuries
14 that will be suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only
15 remedy available for ensuring Defendants comply with Labor Code §226(a).

16 152. Pursuant to Labor Code §226(e) and 226(g), Plaintiff and members of the Class are
17 entitled to recover the full amount of penalties due under Labor Code §226(e), reasonable attorney
18 fees, and costs of suit.

19 **ELEVENTH CAUSE OF ACTION**

20 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF** 21 **BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***

22 **(By Plaintiff and the California Class As Against All Defendants and Doe Defendants)**

23 153. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
24 by reference.

25 154. The unlawful conduct of Defendants alleged herein constitutes unfair competition
26 within the meaning of California Business and Professions Code §17200. This unfair conduct includes
27 Defendants' use of policies and procedures which resulted in the following: failing to pay employees
28 at least the minimum wage rate for all hours which they worked; failure to pay overtime wages for

1 overtime hours worked; failing to pay overtime wages at the proper overtime rate of pay; failure to
2 provide all required meal periods or pay meal period premium wages; failure to authorize or permit,
3 or provide, all required rest periods or pay rest period premium wages; failure to pay accrued and
4 vested vacation/PTO wages; failure to provide proper sick pay; failure to indemnify all necessary
5 expenditures or losses incurred by employees in direct consequence of discharging their duties;
6 statutory penalties for failure to timely pay earned wages during employment; statutory waiting time
7 penalties in the form of continuation wages for failure to timely pay employees all wages due upon
8 separation of employment; statutory penalties for failure to provide accurate wage statements. Due
9 to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained
10 a competitive advantage over other comparable companies doing business in the State of California
11 that comply with their obligations to pay employees for all hours worked, to provide meal periods or
12 pay meal period premium wages, to authorize or permit rest periods or pay rest period premium
13 wages, to provide vacation/PTO pay, to provide sick pay, to indemnify employees for employment
14 related losses and expenditures during the course of their employment, to timely pay wages during
15 employment, to timely pay all wages due upon separation of employment, and to provide proper wage
16 statements during the course of employment.

17 155. As a result of Defendants' unfair competition as alleged herein, Plaintiff and members
18 of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class, Meal Period
19 Premium Wages Class, Rest Period Class, Rest Period Premium Wages Class, Vacation Pay Class,
20 Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage Statement
21 Class, have suffered injury in fact and lost money or property, as described in more detail above.

22 156. Pursuant to California Business and Professions Code §17203, Plaintiff and members
23 of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class, Meal Period
24 Premium Wages Class, Rest Period Class, Rest Period Premium Wages Class, Vacation Pay Class,
25 Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage Statement
26 Class are entitled to restitution of all wages and other monies rightfully belonging to them that
27 Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
28 practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class

1 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each of
2 the unlawful practices, policies and patterns set forth herein.

3 **TWELVTH CAUSE OF ACTION**

4 **CIVIL PENALTIES AND WAGES PURSUANT TO THE**
5 **PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**
6 **(By Plaintiff As Against All Defendants and Doe Defendants)**

7 157. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
8 by reference.

9 158. During the period beginning one-year period preceding the sending of the initial notice
10 to the LWDA to the present, Defendants violated Labor Code §§201, 202, 203, 226, 226.7, 510, 512,
11 1194, 1197, and 1198 as alleged in more detail below.

12 159. **Failure to Pay Wages for All Hours Worked at the Legal Minimum Wage:**
13 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees.
14 Labor Code §§1194 and 1197 require an employer to compensate employees for all “hours worked”
15 at least at a minimum wage rate of pay as established by the Industrial Welfare Commission (“IWC”)
16 and the Wage Orders. This includes the time an employee spends, either directly or indirectly,
17 performing services which inure to the benefit of the employer. Plaintiff and aggrieved employees
18 worked more minutes per shift than Defendants credited them with having worked.

19 160. Specifically, in this case Defendants maintained a policy, practice, and/or procedure
20 whereby Defendant paid Plaintiff and other current and former aggrieved California-based non-
21 exempt hourly employees (“Aggrieved Employees”) for their scheduled hours instead of properly
22 keeping track of their time. As a result, Defendants failed to properly track the actual hours Plaintiff
23 and Aggrieved Employees worked. Otherwise, Defendants unlawfully rounded Plaintiff and
24 Aggrieved Employees’ hours and failed to properly compensate them for time spent working in a
25 given shift. Likewise, Defendant “rounded” down or “shaved” Plaintiff’s and Aggrieved Employees
26 total daily hours worked at the time of their clock-in and clock-out to the nearest quarter of an hour,
27 to the benefit of Defendants. And in addition, Defendants required Plaintiff and Aggrieved
28 Employees to work off-the clock by requiring them to arrive prior to the start of their shift and stay

beyond the end of their shift so that Plaintiff and Aggrieved Employees could make contact with debtors, whom are in some cases located on the East Coast. Plaintiff and Aggrieved Employees were not paid for this time.

161. Failure to Pay Overtime Wages For Overtime Hours Worked and/or Failure to Properly Pay Overtime Rate of Pay Due to Employer's Failure to Include Remuneration When Calculating Regular Rate of Pay for Purposes of Paying Overtime Wages: Defendants employed many of their employees, including Plaintiff, as non-exempt, hourly employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services that inure to the benefit of the employer. Labor Code §§510 and 1194 require an employer to compensate employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a workweek, and on any seventh consecutive day of work in a workweek. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. (Lab. Code §510.)

162. In this case, Defendants maintained a policy, practice, and/or procedure whereby Defendant paid Plaintiff and Aggrieved Employees for their scheduled hours instead of properly keeping track of their time. As a result, Defendants failed to properly track the actual hours Plaintiff and Aggrieved Employees worked. Otherwise, Defendants unlawfully rounded Plaintiff and Aggrieved Employees' hours and failed to properly compensate them for time spent working in a given shift. Likewise, Defendant "rounded" down or "shaved" Plaintiff's and Aggrieved Employees total daily hours worked at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants. And in addition, Defendants required Plaintiff and Aggrieved Employees

1 to work off-the clock by requiring them to arrive prior to the start of their shift and stay beyond the
2 end of their shift so that Plaintiff and Aggrieved Employees could make contact with debtors, whom
3 are in some cases located on the East Coast. Plaintiff and Aggrieved Employees were not paid for this
4 time.

5 163. Additionally, Plaintiff along with other Aggrieved Employees earned additional bonus
6 compensation, commissions, and/or incentives as part of their wages. And when Defendants did pay
7 overtime wages to Plaintiff and Aggrieved Employees, Defendant failed to pay the overtime wages
8 at the proper overtime rate of pay due to Defendant's failure to include all remuneration when
9 calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or
10 procedure that entirely excluded additional remuneration Plaintiff and Aggrieved Employees earned
11 including, but not limited to, bonus compensation, commissions, and/or incentives when calculating
12 Plaintiff and Aggrieved Employees' regular rate of pay for the purpose of paying overtime. As a
13 result, Plaintiff is informed and believes that Defendants failed to pay her and Plaintiff and Aggrieved
14 Employees for all overtime hours worked and failed to pay overtime wages at their proper overtime
15 rate of pay.

16 164. **Failure to Pay Hourly Non-Exempt Employees Wages to Compensate Them for**
17 **Workdays Defendants Failed to Provide Required Meal Periods:** California law requires an
18 employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes
19 in which the employee is relieved of all duties and the employer relinquishes control over the
20 employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§226.7, 512; Wage
21 Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer
22 may not employ an employee for a work period of more than 10 hours per day without providing the
23 employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh
24 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
25 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
26 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
27 of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods. If an
28 employer fails to provide an employee a meal period in accordance with the law, the employer must

1 pay the employee one hour of pay at the employee's regular rate of pay for each workday that a legally
2 required meal period was not timely provided or was not duty-free. *Id.*

3 165. During the four years prior to the filing of the complaint, Plaintiff and Aggrieved
4 Employees regularly worked shifts of more than 5 hours in length. Nevertheless, Plaintiff and
5 Aggrieved Employees were not given an uninterrupted 30-minute meal break for every five hours of
6 work because Defendants' systematic company policy pressured and/or required employees to work
7 without receiving meal periods, or the meal breaks were interrupted, untimely, taken while working,
8 and/or were shorter than 30 minutes. Nevertheless, Defendants automatically deducted 30 minutes
9 from Plaintiff's and Plaintiff and Aggrieved Employees' daily hours worked and attributed that time
10 to a first meal period. At times, Plaintiff and California non-exempt employees would work in excess
11 of 10 hours which would entitled them to a second meal period before the 10th hour of work.
12 Defendants did not provide Plaintiff and California non-exempt employees with a second meal period
13 when they worked in excess of 10 hours.

14 166. Further, Defendants did not have a procedure in place to pay Plaintiff and Aggrieved
15 Employees a premium wage for their missed meal periods when they did not receive a second meal
16 period. Accordingly, Defendants did not pay Plaintiff and Aggrieved Employees a premium wage
17 when they did not receive a second meal period. Defendants also failed to pay Plaintiff and Aggrieved
18 Employees one hour of pay at their regular rate of pay for each workday Plaintiff and Aggrieved
19 Employees did not receive all legally compliant meal periods. Defendants lacked a policy and
20 procedure for compensating Plaintiff and Aggrieved Employees with premium wages when they did
21 not receive all legally required meal periods in a legally compliant manner. These practices and
22 procedures resulted in Plaintiff and Aggrieved Employees not receiving wages to compensate them
23 for workdays which Defendants did not provide them with legally compliant meal periods in
24 compliance with California law.

25 167. Additionally, Plaintiff along with other Aggrieved Employees earned additional bonus
26 compensation, commissions, and/or incentives as part of their wages. And when Defendants did pay
27 meal period premium wages to Plaintiff and Aggrieved Employees for missed, short, late and/or
28 interrupted meal periods, Defendant failed to pay the meal period premium wages at the proper rate

1 of pay due to Defendant's failure to include all remuneration when calculating the meal period
2 premium rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure that
3 entirely excluded additional remuneration Plaintiff and Aggrieved Employees earned including, but
4 not limited to, bonus compensation, commissions, and/or incentives when calculating Plaintiff and
5 Aggrieved Employees' meal premium regular rate of pay. As a result, Plaintiff is informed and
6 believes that Defendants failed to pay her and Aggrieved Employees proper meal period premiums
7 for late, short, missed, and/or interrupted meal periods.

8 **168. Failure to Pay Hourly Employees Wages to Compensate Them for Workdays**
9 **Defendants Failed to Provide Required Rest Periods:** Defendants often employed hourly
10 employees, including the named Plaintiff and Aggrieved Employees, for shifts at least three and one-
11 half (3.5) hours in length. California law states that "[e]very employer shall authorize and permit all
12 employees to take rest periods, which insofar as practicable shall be in the middle of each work period.
13 The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
14 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
15 an employee a rest period in accordance with the applicable provisions of this order, the employer
16 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
17 workday that the rest period is not provided." (Wage Orders, subd. 12; see Lab. Code §226.7.) Under
18 California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six
19 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
20 more than 10 hours up to 14 hours, and so on." (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
21 1029; Lab. Code §226.7; Wage Orders, subd. 12.) Rest periods must be in the middle of each work
22 period. (Wage Orders, subd. 12.) If an employer fails to provide an employee a timely and legally
23 compliant rest period, the employer must pay the employee one hour of pay at the employee's regular
24 rate of compensation for each work day that a legally required meal period was not provided or was
25 not duty free. (*Id.*)

26 **169.** Despite that California law requires employers to provide employees with one 10-
27 minute rest break when an employee's work shift is in excess of 3.5 hours, a second 10 minute rest
28 break when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10

1 hours, Defendants regularly failed to do so. As a result, Plaintiff and Aggrieved Employees did not
2 receive legally compliant rest periods as they were untimely, on-duty, or were not taken at all.
3 Defendants also failed to pay employees one hour of pay at their regular rate of pay for each workday
4 Plaintiff and Aggrieved Employees did not receive all timely and legally compliant rest periods. This
5 practice resulted in Plaintiff and Aggrieved Employees not receiving wages to compensate them for
6 workdays which Defendants did not provide them with rest periods in compliance with California
7 law.

8 **170. Failure to Indemnify Employees for Employment-Related Losses and Expenses**
9 **in Violation of Labor Code Section 2802:** Plaintiff maintains that Defendants failed to indemnify
10 him and Aggrieved Employees employees for all necessary expenditures or losses incurred by them
11 in the discharge of their duties. Labor Code §2802(a) requires, “An employer shall indemnify his or
12 her employee for all necessary expenditures or losses incurred by the employee in direct consequence
13 of the discharge of his or her duties, or of his or her obedience to the directions of the employer....”

14 171. Plaintiff maintains Defendants employed a policy, practice, and/or procedure whereby
15 Defendant required Plaintiff and Aggrieved Employees to incur employment-related expenses;
16 however, Defendants employed policies and procedures which ensured Plaintiff and Aggrieved
17 Employees would not receive indemnification for the necessary expenditures incurred as result of
18 their employment with Defendants. Defendants’ aforementioned policies, practices, and/or
19 procedures resulted in Plaintiff and Aggrieved Employees not receiving indemnification for
20 employment-related expenditures in compliance with California law.

21 **172. Failure to Provide Sick Pay at the Regular Rate:** In California, sick pay must be
22 compensated at the employee's regular rate of pay, for the workweek in which the paid leave was
23 taken, or at a rate determined by averaging total wages excluding overtime over 90-days. (Lab. Code
24 §246(1).) Plaintiff maintains that Defendant failed to pay Plaintiff and Aggrieved Employees sick pay
25 at the correct rate. In addition to hourly wages, Plaintiff and Aggrieved Employees received
26 compensation in addition to hourly wages, including but not limited to, bonus compensation,
27 commissions, and/or incentives, but those additional amounts were not included when calculating
28 sick pay wages. By failing to pay Plaintiff and Aggrieved Employees for sick pay at the correct rate,

1 Employers willfully violated Labor Code §246.

2 **173. Failure to Timely Pay Earned Wages During Employment:** In California, wages
3 must be paid at least twice during each calendar month on days designated in advance by the employer
4 as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st
5 and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of
6 that month and wages earned between the 16th and the last day, inclusive, of any calendar month
7 must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as
8 those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days
9 following the close of the payroll period in which wages were earned. Labor Code §204(d). Plaintiff
10 maintains that Defendants failed to timely pay Plaintiff and Aggrieved Employees in violation of
11 Labor Code §204.

12 **174. Failure to Pay California Employees All Wages Due at Time of**
13 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
14 employee's employment ends. The wages are due immediately upon termination (Labor Code §201)
15 or within 72 hours of resignation (Labor Code §202). Because Defendants failed to pay Plaintiff and
16 Aggrieved Employees all their earned wages (including minimum wages, overtime wages, proper
17 overtime wages to include additional remuneration, unpaid meal and rest period premium wages, and
18 reimbursement expenses), Defendants failed to pay Plaintiff and Aggrieved Employees timely after
19 each employee's termination and/or resignation.

20 **175. Pay Stub Violations:** Labor Code §226(a) provides (inter alia) that, upon paying an
21 employee his or her wages, the employer must "furnish each of his or her employees ... an itemized
22 statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, except
23 for any employee whose compensation is solely based on a salary and who is exempt from payment
24 of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
25 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
26 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
27 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
28 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her

1 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
2 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
3 at each hourly rate by the employee.”

4 176. Defendants failed to provide accurate and complete wage statements to Plaintiff and
5 Aggrieved Employees. Defendants provided to employees wage statements which were inadequate
6 as a result of the aforementioned conduct (i.e., failure to pay all minimum wage and overtime for all
7 hours worked; failure to pay overtime wages at the proper overtime rate; failure to pay meal and rest
8 period premiums; failure to reimbursement job-related expenses; and provided sick pay at the proper
9 rate), the wage statements inaccurately stated: the gross wages earned, total hours worked by the
10 employee, the net wages earned, and applicable hourly rates in effect in a pay period with
11 corresponding number of hours worked. Defendants applied these policies and procedures to Plaintiff
12 and Aggrieved Employees which resulted in Defendants failing to provide complete and accurate
13 wage statements to non-exempt employees in compliance with Labor Code §226, subdivision (a).

14 177. Labor Code §2699, subdivisions (a) and (g) authorize an aggrieved employee, on
15 behalf of herself or herself and other current or former employees, to bring a civil action to recover
16 civil penalties against all Defendants pursuant to the procedures specified in Labor Code §2699.3.

17 178. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
18 §2699.3. Plaintiff filed notice with the LWDA on December 8, 2023, and provided notice to
19 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
20 alleged to have been violated, including the facts and theories to support the alleged violations.

21 179. Pursuant to Labor Code §2699.3, the LWDA must give written notice by certified mail
22 to the parties that it intends to investigate the alleged violations of the Labor Code within 65 days of
23 the date of the complainant's written notice and/or Defendants may attempt to cure for certain
24 violations. The LWDA failed to provide the parties notice within 65 days of the date of Plaintiff's
25 letter that the LWDA intends to investigate Plaintiff's claims and/or Defendants failed to cure any of
26 the alleged violations which could have been cured.

27 180. Pursuant to Labor Code §2699(a) and (f), Plaintiff seeks, within the one year prior to
28 the mailing of the LWDA letter, civil penalties for Defendants' violations of Labor Code 201, 202,

203, 226, 226.7, 510, 512, 1194, 1197, and 1198, in the following amounts:

a. For violations of Labor Code §§201, 202, 203, 226.7, 1197, and 1198; one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation [penalty amounts established by Labor Code §2699(f)(2)].

b. For violations of Labor Code §226, subd. (a), two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code §226.3].

c. For violations of Labor Code §226, subd. (a), seven hundred fifty dollars (\$750) for each employee [penalty amounts established by Labor Code §226, subd. (f)]

d. For violations of Labor Code §§510, 512, and 1194, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code §558]

181. Pursuant to Labor Code §2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF ON HER OWN BEHALF AND ON BEHALF OF THOSE SIMILARLY-SITUATED, PRAYS AS FOLLOWS:

ON ALL CAUSES OF ACTION:

1. That the Court determine that this action may be maintained as a class action (for the entire California Class and/or any and all of the specified sub-classes) pursuant to California Code of Civil Procedure §382 and any other applicable law;

2. That the named Plaintiff be designated as class representative for the California Class (and all sub-classes thereof);

3. A declaratory judgment that the practices complained herein are unlawful; and,

4. An injunction against Defendants enjoining them, and any and all persons acting in

1 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
2 herein.

3 **ON THE FIRST CAUSE OF ACTION**

4 1. That Defendants be found to have violated the minimum wage provisions of the Labor
5 Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

6 2. For damages, according to proof, including but not necessarily limited to unpaid
7 wages;

8 3. For any and all legally applicable penalties;

9 4. For liquidated damages pursuant to Labor Code §1194.2;

10 5. For pre-judgment interest, including but not limited to that recoverable under Labor
11 Code §1194, and post-judgment interest;

12 6. For attorneys' fees and costs of suit, including but not limited to that recoverable under
13 Labor Code §1194;

14 7. For pre-judgment interest, including but not limited to that recoverable under Labor
15 Code §218.6, and post-judgment interest; and,

16 8. For such and other further relief, in law and/or equity, as the Court deems just or
17 appropriate.

18 **ON THE FIRST CAUSE OF ACTION**

19 1. That Defendants be found to have violated the overtime provisions of the Labor Code
20 and the IWC Wage Order as to Plaintiff and the Overtime Class;

21 2. For damages, according to proof, including but not limited to unpaid wages;

22 3. For any and all legally applicable penalties;

23 4. For pre-judgment interest, including but not limited to that recoverable under Labor
24 Code §1194, and post-judgment interest;

25 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under
26 Labor Code §1194; and

27 6. For such other further relief, in law and/or equity, as the Court deems just or
28 appropriate.

1 **ON THE THIRD CAUSE OF ACTION**

2 1. That Defendants be found to have violated the meal period provisions of the Labor
3 Code and the Wage Order as to Plaintiff and the Meal Period Class;

4 2. For damages, according to proof, including unpaid premium wages;

5 3. For any and all legally applicable penalties;

6 4. For pre-judgment interest, including but not limited to that recoverable under Labor
7 Code §218.6, and post-judgment interest; and

8 5. For such and other further relief, in law and/or equity, as the Court deems just or
9 appropriate.

10 **ON THE FOURTH CAUSE OF ACTION**

11 1. That Defendants be found to have violated the rest period provisions of the Labor Code
12 and the Wage Order as to Plaintiff and the Rest Period Class;

13 2. For damages, according to proof, including unpaid premium wages;

14 3. For any and all legally applicable penalties;

15 4. For pre-judgment interest, including but not limited to that recoverable under Labor
16 Code §218.6, and post-judgment interest; and

17 5. For such and other further relief, in law and/or equity, as the Court deems just or
18 appropriate.

19 **ON THE FIFTH CAUSE OF ACTION**

20 1. That Defendants be found to have violated the vested vacation/PTO wages provisions
21 of the Labor Code as to Plaintiff and the Vacation Pay Class;

22 2. For damages, according to proof, including unpaid wages;

23 3. For any and all legally applicable penalties;

24 4. For pre-judgment interest, including but not limited to that recoverable under Labor
25 Code §218.6, and post-judgment interest; and

26 5. For such and other further relief, in law and/or equity, as the Court deems just or
27 appropriate.

1 **ON THE SIXTH CAUSE OF ACTION**

2 1. That Defendants be found to have violated the provisions of the Labor Code regarding
3 correct payment of sick pay to Plaintiff and the Sick Pay Class;

4 2. For damages and/or penalties, according to proof, including damages and/or statutory
5 penalties under the Labor Code and any other legally applicable damages or penalties; and

6 3. For such and other further relief, in law and/or equity, as the Court deems just or
7 appropriate.

8 **ON THE SEVENTH CAUSE OF ACTION**

9 1. That the Defendants be found to have violated the indemnification provisions of the
10 Labor Code as to the Plaintiff and the Indemnification Class;

11 2. For damages, according to proof, including unpaid use and/or costs of necessary tools
12 and/or resources;

13 3. For any and all legally applicable penalties;

14 4. For pre-judgment interest, including but not limited to that recoverable under Labor
15 Code §2802, and post-judgment interest;

16 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under
17 Labor Code §2802; and

18 6. For such other further relief, in law and/or equity, as the Court deems just or
19 appropriate.

20 **ON THE EIGHTH CAUSE OF ACTION:**

21 1. That Defendants be found to have violated Labor Code 204 as to Plaintiff and the Pay
22 Day Class;

23 2. For damages, according to proof;

24 3. For any and all legally applicable penalties, including but not limited to those
25 recoverable pursuant to Labor Code §210(a);

26 4. For pre-judgment interest, including but not limited to that recoverable under Labor
27 Code §218.6, and post-judgment interest; and

28 5. For such other further relief, in law and/or equity, as the Court deems just or

1 appropriate.

2 **ON THE NINTH CAUSE OF ACTION**

3 1. That Defendants be found to have violated the provisions of the Labor Code regarding
4 payment of all unpaid wages due upon resignation or termination as to the Waiting Time Class;

5 2. For damages and/or penalties, according to proof, including damages and/or statutory
6 penalties under Labor Code §203 and any other legally applicable damages or penalties;

7 3. For pre-judgment interest, including under Labor Code §218.6, and post-judgment
8 interest; and,

9 4. For such and other further relief, in law and/or equity, as the Court deems just or
10 appropriate.

11 **ON THE TENTH CAUSE OF ACTION**

12 1. That Defendants be found to have violated the provisions of the Labor Code regarding
13 proper itemized paystubs as to the Wage Statement Class.

14 2. For damages and/or penalties, according to proof, including damages and/or statutory
15 penalties under Labor Code §226(e) and any other legally applicable damages or penalties;

16 3. For pre-judgment interest and post-judgment interest; and,

17 4. For attorneys' fees and costs of suit, including but not limited to that recoverable under
18 Labor Code §226(e); and,

19 5. For such and other further relief, in law and/or equity, as the Court deems just or
20 appropriate.

21 **ON THE ELEVENTH CAUSE OF ACTION**

22 1. That Defendants be found to have violated California Business and Professions Code
23 §17200, *et seq.*, for the conduct alleged herein as to all Classes;

24 2. A declaratory judgment that the practices complained herein are unlawful;

25 3. An injunction against Defendants enjoining them, and any and all persons acting in
26 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
27 herein;

28 4. For restitution to the full extent permitted by law; and,

5. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE TWELVTH CAUSE OF ACTION

1. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and current and former employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to that recoverable under Labor Code, including but not limited to §§2699(f), 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1198, 1174(d), 1174.5;

3. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code §2699(g); and,

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: February 28, 2024

Respectfully submitted,
E&L, LLP

By: _____

David Lavi, Esq.
Arie Ebrahimiyan, Esq.
Attorneys for PLAINTIFF JAMISE MOORE
on behalf of herself and others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFF JAMISE MOORE demands a trial by jury for herself and the California Class
on all claims so triable.

Dated: February 28, 2024

Respectfully submitted,
E&L, LLP



By: _____

David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for PLAINTIFF JAMISE MOORE
on behalf of herself and others similarly situated