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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE COUNTY

ALEJANDRA PASCUAL, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

NATIONSBENEFITS LLC, an entity of
unknown form; NATIONSHEARING LLC, a
Florida limited liability company; and DOES
1 through 50, inclusive

Defendants.

Case No.: 30-2024-01381997-CU-OE-CXC
CLASS ACTION Assigned for All Purposes
To: Hon. William Claster
Dept.: CX101

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code § 245 *et seq.* and 246
7. Violation of Labor Code § 226(a);
8. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
9. Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5;
10. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
11. Penalties Pursuant to Labor Code § 203; and
12. Violation of Business & Professions Code § 17200 *et seq.*
13. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

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

4 **INTRODUCTION**

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

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

24 3. Defendants failed to provide Plaintiff and the Class with lawful meal and rest periods,
25 as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
26 meal and rest periods as required by the Labor Code.

27 ///

28 ///

THE PARTIES

A. The Plaintiff

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

B. The Defendants

5. Defendant NATIONSBENEFITS LLC, ("NBL") is an entity of unknown form with its principle executive offices in Contra Costa, California and has been listed as the employer on Plaintiff's personnel file during the relevant time period. NBL does not list a California address with the California Secretary of State, but upon information and belief, employs Plaintiff and the Class Members in Orange County, including at Defendants' offices and facilities in Contra Costa, California, and throughout California and conducts business throughout California.

6. Defendant NATIONSHEARING LLC, ("NHL") is a Florida limited liability company with its principle executive offices in Plantation, Florida, and has been listed as the employer on the wage statements issued to Plaintiff during the relevant time period. NHL lists a California address in Orange, California with the California Secretary of State, and employs Plaintiff and the Class members in California, including at Defendants' offices and facilities in Costa Mesa, California, and throughout California and conducts business throughout California.

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

8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out

1 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
2 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
3 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
4 control over the wages, hours or working conditions of Employees, or suffered or permitted
5 Employees to work, or engaged, thereby creating a common law employment relationship, with
6 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

7 **JURISDICTION AND VENUE**

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

16 **FACTUAL BACKGROUND**

17 10. The Employees who comprise the Class and Collective, including Plaintiff, are
18 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
19 Employees who work in nonexempt positions at the direction of Defendants in the State of
20 California. Plaintiff and the Class members were either not paid by Defendants for all hours worked
21 or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends
22 that Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to
23 provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of
24 various provisions of the California Labor Code and applicable Wage Orders. Additionally,
25 Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary commissions,
26 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
27 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
28 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for

1 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiffs and
2 Employees worked overtime and received shift differentials, nondiscretionary commissions,
3 incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by
4 paying a lower overtime rate than required.

5 11. Moreover, Plaintiff contends that Defendants failed to pay Plaintiff and the Class
6 members all wages due and owing, by failing to provide meal and rest breaks, and failed to furnish
7 accurate wage statements, all in violation of various provisions of the California Labor Code and
8 applicable Wage Order provisions.

9 12. During the course of Plaintiff and the Class members' employment with Defendants,
10 they were not paid all wages they were owed, including for all work performed and for all overtime
11 hours worked.

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

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

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

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

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

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

23 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
25 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
26 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
27 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
28 purposes of calculating sick pay. Therefore, during times when Plaintiff and Employees worked

1 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
2 nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than
3 required. Additionally, Employees were not pay all of their sick pay.

4 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
5 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
6 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
7 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
8 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
9 purposes of calculating vacation pay. Therefore, during times when Plaintiff and Employees worked
10 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
11 nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate
12 than required.

13 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have consistently failed to provide Employees with paid duty-free rest breaks
15 of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor
16 did Defendant pay Employees premium pay for each day on which requisite rest breaks were not
17 provided or were deficiently provided at one hour of wages at each Employee's effective regular
18 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

19 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
20 continuing to the present, Defendants have consistently failed to provide Employees with timely,
21 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
22 Specifically, the Employees' wage statements failed to accurately set forth all applicable hourly
23 rates in effect during the pay period and the corresponding number of hours worked at each such
24 rate in violation of Labor Code § 226 (a)(9). Moreover, the wage statements given to Employees
25 failed to accurately account for unpaid wages and overtime because their actual hours worked were
26 under-reported due to off the clock work, proper regular rate calculations that included shift
27 differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
28 bonuses earned, and the total amount of compensation of Employees. Additionally, the wage

1 statements given to Employees failed to accurately account for premium pay for deficiently provided
2 meal periods and rest breaks. Lastly, the wage statements given to Employees failed to accurately
3 specify the name and address of the employer as required under the law as the wage statements
4 provided to Employees name an entity that is not registered with the California Secretary of State's
5 Office despite the fact all businesses that wish to conduct business in California need to register
6 with the California Secretary of State's Office. The wage statements provided to Employees were
7 confusing and required Employees to engage in discovery and refer to outside sources to verify
8 whether their pay was correct and potentially resulting in a miscalculation by the Employees.

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

12 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
14 performance of their job duties for Defendants including, but not limited to the purchase of a desk,
15 chairs, and internet usage and other costs associated with working from home which were necessary
16 to perform their duties under Defendants' employ which was used throughout the course of
17 Employees' duties under Defendants' employ in violation of Labor Code § 2802.

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

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

25 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
26 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245 *et seq.*, 246,
27 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698,
28 2699, *et seq.*, and 2802, and applicable provisions of the IWC Wage Orders.

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

4 **CLASS ALLEGATIONS**

5 28. Plaintiff brings this class action on behalf of herself and all others similarly situated
6 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
7 “All individuals employed by Defendants, at any time within four (4) years of the filing of this
8 lawsuit, as non-exempt, hourly employees within the State of California.

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

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

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

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

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

23 e. Subclass 5. Vacation Wages Subclass. All Class members who were not
24 compensated at the Employee’s regular rate of pay for their vacation wages.

25 f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at the
26 Employee’s regular rate of pay for their sick pay wage.

27 g. Subclass 7. Wage Statement Subclass. All Class members who, within the applicable
28 limitations period, were not provided with accurate itemized wage statements.

1 h. Subclass 8. Payroll Records Subclass. All Class members who were subject to
2 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
3 California wage-and-hour laws.

4 i. Subclass 9. Failure To Produce Requested Employment Records Subclass. All Class
5 members who, within the applicable limitations period, were denied the right to inspect and receive
6 all of their payroll records, timecards, and personnel records.

7 j. Subclass 10. Failure to Reimburse for Necessary Business Expenditures. All Class
8 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
9 the performance of Employees job duties for Defendants which were necessary to perform their
10 duties under Defendants' employ.

11 k. Subclass 11. Termination Pay Subclass. All Class members who, within the
12 applicable limitations period, either voluntarily or involuntarily separated from their employment
13 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
14 termination.

15 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
16 result of Defendants' business acts and practices, to the extent such acts and practices are found to
17 be unlawful, deceptive, and/or unfair.

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

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

24 **A. Numerosity**

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

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

B. Commonality

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

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants violated Labor Code §§ 226 and 1198.5
- k. Whether Defendants failed to keep accurate time and wage records;
- l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and

1 o. Whether Employees are entitled to equitable relief pursuant to Business and
2 Professions Code § 17200 *et seq.*

3 **C. Typicality**

4 35. The claims of the named plaintiff are typical of those of the other Employees.
5 Employees all sustained injuries and damages arising out of and caused by Defendant's common
6 course of conducts in violation of statutes, as well as regulations that have the force and effect of
7 law, as alleged herein.

8 **D. Adequacy of Representation**

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

12 **E. Superiority of Class Action**

13 37. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
15 questions of law and fact common to all Employees predominate over any questions affecting only
16 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
17 Defendants' illegal policies or practices of failing to compensate Employees properly.

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

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 **(Against All Defendants)**

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

26 40. Defendants failed to pay Employees minimum wages for all hours worked.
27 Defendants had a consistent policy of failing to pay Employees for all hours worked. Moreover,
28 Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours

1 worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without
2 limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and
3 practice that denied accurate compensation to Plaintiff and the other members of the Class as to
4 minimum wage pay.

5 41. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
6 The minimum wage for employees fixed by the commission is the
7 minimum wage to be paid to employees, and the payment of a less
8 wage than the minimum so fixed is unlawful.

9 42. The applicable minimum wages fixed by the commission for work during the
10 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore
11 entitled to double the minimum wage during the relevant period.

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

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

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

22 California Labor Code § 1194.2 also provides for the following remedies:
23 In any action under Section 1194 . . . to recover wages because of
24 the payment of a wage less than the minimum wages fixed by an
25 order of the commission, an employee shall be entitled to recover
26 liquidated damages in an amount equal to the wages unlawfully
27 unpaid and interest thereon.

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

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

1 Code § 1194(a).

2 **SECOND CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

7 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
8 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
9 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
10 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
11 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
12 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
13 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
14 paying Employees wages for all hours worked including time off the clock including for work
15 during meal breaks. Employees regularly worked over 8 hours on a given day without receiving
16 overtime compensation.

17 49. Furthermore, on information and belief, Defendants did not pay Plaintiff and
18 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
19 to an hourly wage, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
20 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
21 belief, Defendants failed to incorporate all remunerations, including shift differentials,
22 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
23 of the regular rate of pay for purposes of calculating the overtime wage rate.

24 50. Therefore, during times when Plaintiff and Employees worked overtime and received
25 shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
26 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

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

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

5 53. The forgoing uncompensated work caused Plaintiff and Employees to work in excess
6 of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to
7 overtime and double-time wages which were systemically denied.

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

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

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

20 **THIRD CAUSE OF ACTION**

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

22 **(Against All Defendants)**

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

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

1 period of not less than thirty (30) minutes.

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

8 59. Moreover, Defendants failed to compensate Employees for each meal period not
9 provided or inadequately provided, as required under Labor Code § 226.7. Additionally, Defendants
10 also paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
11 bonuses to Employees but Defendants failed to include these forms of remuneration in the regular
12 rate of pay from which premium pay was calculated and paid.

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

16 **FOURTH CAUSE OF ACTION**

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

18 **(Against All Defendants)**

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

21 62. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
22 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
23 not less than ten (10) minutes for each consecutive four (4) hour shift.

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

26 64. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260
27 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and
28 relinquish any control over how employees spend their time.” Defendants did not allow Employees

1 to leave the Defendants' location and this is directly at odds with *Augustus*, as it "tethered
2 [employees] by time and policy to a particular location" and therefore fails to relieve employees of
3 all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th at 269.

4 65. Moreover, Defendants did not compensate Employees with an additional hour of pay
5 at each Employee's effective hourly rate for each day that Defendants failed to provide them with
6 adequate rest breaks, as required under Labor Code § 226.7. Additionally, Defendants also paid shift
7 differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to
8 Employees but Defendants failed to include these forms of remuneration in the regular rate of pay
9 from which premium pay was calculated and paid.

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

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PAY VACATION WAGES**

15 **(Against All Defendants)**

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

18 68. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
19 employment policy provides for paid vacation and an employee is terminated without having taken
20 off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in
21 accordance with said contract of employment or policy respecting eligibility or time served.

22 69. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
23 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
24 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

25 70. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to
26 Labor Code § 227.3.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**

3 **(Against All Defendants)**

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

6 72. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
7 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
8 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
9 with the pay calculation under California Labor Code § 246(1).

10 73. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
11 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
12 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
13 calculating the amount of paid sick time due when sick time is used according to the requirements
14 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
15 rate, in violation of the law. Additionally, Employees were not pay all of their sick pay.

16 74. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
17 § 245 *et seq.* and §§ 245 *et seq.* and 246.

18 **SEVENTH CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE § 226(a)**

20 **(Against All Defendants)**

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

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

1 the employee these statements twice a month or each time wages are paid.

2 77. Defendants failed to provide Employees with accurate itemized wage statements in
3 writing, as required by the Labor Code. Specifically, the Employees' wage statements failed to
4 accurately set forth all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each such rate in violation of Labor Code § 226 (a)(9). Moreover, the
6 wage statements given to Employees failed to accurately account for unpaid wages and overtime
7 because their actual hours worked were under-reported due to off the clock work, proper regular
8 rate calculations that included shift differentials, nondiscretionary commissions, incentive pay,
9 and/or nondiscretionary bonuses earned, and the total amount of compensation of Employees.
10 Additionally, the wage statements given to Employees failed to accurately account for premium pay
11 for deficiently provided meal periods and rest breaks. Lastly, the wage statements given to
12 Employees failed to accurately specify the name and address of the employer as required under the
13 law as the wage statements provided to Employees name an entity that is not registered with the
14 California Secretary of State's Office despite the fact all businesses that wish to conduct business
15 in California need to register with the California Secretary of State's Office.

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

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

26 80. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil
27 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
28 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each

1 pay period.

2 81. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any
3 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
4 according to proof.

5 **EIGHTH CAUSE OF ACTION**
6 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
7 **AND 1174.5**

8 **(Against All Defendants)**

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

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

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

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

21 **NINTH CAUSE OF ACTION**
22 **FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS UNDER LABOR**
23 **CODE §§ 226 and 1198**

24 **(Against All Defendants)**

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

27 87. Pursuant to California Labor Code § 226, current and former employees have the
28 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable

1 request to their employer. Under this statute, an employer that receives a request to inspect or receive
2 a copy of records pertaining to a current or former employee must comply with the request as soon
3 as practicable, but no later than twenty-one (21) calendar days from the date of the request.

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

13 89. Plaintiff sent written requests through her counsel to Defendants for their payroll
14 records, timecards, and personnel records. However, Plaintiff has not received all of her requested
15 records as of the date of this Complaint

16 90. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
17 produce the required records requested by Plaintiff.

18 91. On information and belief, Defendants' failure to provide Plaintiff with all of her
19 requested employment records is not an isolated incident, but was instead consistent with
20 Defendants' policy and practice that applied to Plaintiff and Employees.

21 92. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to
22 a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

23 93. Pursuant to California Labor Code § 226, Plaintiff is entitled to a penalty of seven
24 hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost.

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

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

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

96. Employees incurred necessary expenditures in the performance of their job duties for Defendants, the purchase of a desk, chairs, and internet usage and other costs associated with working from home which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

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

ELEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

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

100. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

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

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

TWELFTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.
(Against All Defendants)

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

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

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

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

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

108. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific

1 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
2 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
3 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
4 guaranteed to all employees under the law.

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

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

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

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

19 **THIRTEENTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

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

24 114. Plaintiff and Employees are aggrieved employees as defined under Labor Code
25 §2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
26 alleged violators, Defendants.

27 115. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
28 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty

1 provisions, without limitation, based on the following California Labor Code sections: 201, 202,
2 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
3 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.*, and 2802.

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

6 117. Employees also seek any and all penalties and remedies set forth in Labor Code
7 § 558, which states:

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

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

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

22 118. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
23 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
24 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
25 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
27 that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

28 119. Plaintiff has exhausted his administrative remedy by sending a certified letter to the

1 LWDA and Defendants postmarked on February 27, 2024. The LWDA has not provided notice of
2 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
3 letters.

4 **RELIEF REQUESTED**

5 WHEREFORE, Plaintiff prays for the following relief:

- 6 1. For an order certifying this action as a class action;
- 7 2. For compensatory damages in the amount of the unpaid minimum wages for work
8 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
9 the filing of this action, as may be proven;
- 10 3. For liquidated damages in the amount equal to the unpaid minimum wage and
11 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 12 4. For compensatory damages in the amount of all unpaid wages, including overtime
13 and double-time pay, as may be proven;
- 14 5. For compensatory damages in the amount of the hourly wage made by Employees
15 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
16 years prior to the filing of this action, as may be proven;
- 17 6. For compensatory damages in the amount of the hourly wage made by Employees
18 for each day requisite rest breaks were not provided or were deficiently provided where no
19 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
20 be proven;
- 21 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 22 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
23 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 24 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 25 10. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 26 11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven
- 27 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
- 28 13. For restitution for unfair competition pursuant to Business & Professions Code

1 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

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

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

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

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

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

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

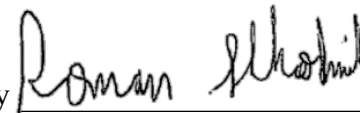
12 20. For an award of attorneys' fees; and

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

14
15 DATED: May 2, 2024

D.LAW, INC.

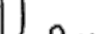
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17 By



Emil Davtyan
David Yeremian
Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiff
ALEJANDRA PASCUAL
and the putative class

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DATED: May 2, 2024

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

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NATIONSHEARING LLC
Jennifer Lee, Agent for Corporate Creations Network Inc.
7801 Folsom Blvd #202
Sacramento, CA 95826

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

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

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

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

Executed on May 2, 2024, at Glendale, California.

Natalia Bermudes
Natalia Bermudes