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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SAN MATEO

13 TERESA QUINTERO, on behalf of herself
and all others similarly situated, and the
14 general public,

15 *Plaintiff,*

16 v.

17 PENINSULA FAMILY SERVICE, a
California corporation; YOUTH ALLIANCE,
18 a California nonprofit corporation; and DOES
19 1 through 50, inclusive,

20 *Defendants.*

Electronically
FILED

by Superior Court of California, County of San Mateo

ON

4/12/2024

By /s/ Haley Correa
Deputy Clerk

Case No.: 24-CIV-00768

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Indemnify (Lab. Code § 2802);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff TERESA QUINTERO (“Plaintiff”), on behalf of herself, all others similarly situated,
2 the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants PENINSULA
5 FAMILY SERVICE, a California corporation; YOUTH ALLIANCE, a California nonprofit
6 corporation; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for alleged
7 violations of the California Labor Code and California Business and Professions Code. As set forth
8 below, Plaintiff alleges that Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to pay them double time wages at the correct rate;
- 11 c. failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
- 13 d. failed to provide them with meal periods;
- 14 e. failed to provide them with rest periods;
- 15 f. failed to pay them premium wages for missed meal and rest periods;
- 16 g. failed to provide them with accurate written wage statements;
- 17 h. failed to reimburse them with necessary business expenditures; and
- 18 i. failed to pay them all their final wages following separation of employment.

19 Based on these alleged Labor Code violations, Plaintiff now brings this class and
20 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
21 restitution, and related relief on behalf of herself, all others similarly situated, and the general public.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the monetary
24 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
25 jurisdiction of the Superior Court of the State of California.

26 3. Venue is proper in the County of San Mateo pursuant to Code of Civil Procedure
27 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
28 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.

4. Venue is proper in San Mateo County because Defendants' have at all times alleged herein, conducted business in San Mateo County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff TERESA QUINTERO is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant PENINSULA FAMILY SERVICE is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that Defendant YOUTH ALLIANCE is, and at all relevant times mentioned herein, a California nonprofit corporation doing business in the State of California.

8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times

1 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
2 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
3 and omissions alleged herein.

4 11. This action has been brought and may be maintained as a class action pursuant to Code
5 of Civil Procedure section 382 because there is a well-defined community of interest among the
6 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
7 unaware of any difficulties likely to be encountered in managing this case as a class action.

8 12. **Relevant Time Period:** The relevant time period is defined as the time period
9 beginning four years prior to the filing of this action until judgment is entered.

- 10 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
11 separately, and/or any staffing agencies and/or any other third parties in hourly or
12 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).
- 13 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
14 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 15 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
16 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 17 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
18 separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
19 entered.
- 20 e. **Wage Statement Class:** All persons employed by Defendants in California during
the period beginning one year before the filing of this action and ending when final
21 judgment is entered.
- 22 f. **Expense Reimbursement Class:** All persons employed by Defendants in
California who incurred business expenses during the **Relevant Time Period**.
- 23 g. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
24 members employed by Defendants in California during the four years prior to the
filing of this action and ending on the date that final judgment is entered in this
25 action.

26 13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
27 to amend or modify the class definitions with greater specificity, by further division into sub-classes
28 and/or by limitation to particular issues.

1 14. **Numerosity**: The class members are so numerous that the individual joinder of each
2 individual class member is impractical. While Plaintiff does not currently know the exact number of
3 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
4 exceeds the minimum required for numerosity under California law.

5 15. **Commonality and Predominance**: Common questions of law and fact exist as to all
6 class members and predominate over any questions which affect only individual class members.
7 These common questions include, but are not limited to:

- 8 a. Whether Defendants maintained a policy or practice of failing to provide
9 employees with their rest periods;
- 10 b. Whether Defendants maintained a policy or practice of failing to provide
11 employees with their meal periods;
- 12 c. Whether Defendants failed to pay premium wages to class members when they
13 have not been provided with meal and rest periods at the appropriate rates of pay;
- 14 d. Whether Defendants failed to pay minimum and/or overtime wages to class
15 members for all time worked;
- 16 e. Whether Defendants failed to provide class members with accurate written wage
17 statements as a result of providing them with written wage statements with
18 inaccurate entries for, among other things, amounts of gross and net wages, and
19 total hours worked;
- 20 f. Whether Defendants applied policies or practices that result in late and/or
21 incomplete final wage payments;
- 22 g. Whether Defendants failed to reimburse class members for all necessary business
23 expenses incurred during the discharge of their duties;
- 24 h. Whether Defendants are liable to class members for waiting time penalties under
25 Labor Code section 203; and
- 26 i. Whether class members are entitled to restitution of money or property that
27 Defendants may have acquired from them through unfair competition;

28 16. **Typicality**: Plaintiff's claims are typical of the other class members' claims. Plaintiff

1 is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing
2 to comply with the California Labor Code and Business and Professions Code as alleged in this
3 Complaint.

4 17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and
5 has no interests that are adverse to, or otherwise conflict with, the interests of absent class members
6 and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and
7 adequately represent and protect the interests of the other class members.

8 18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
9 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
10 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
11 of Plaintiff and absent class members.

12 19. **Superiority:** A class action is vastly superior to other available means for fair and
13 efficient adjudication of the class members' claims and would be beneficial to the parties and the
14 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
15 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
16 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
17 due to many individual class members are likely to be relatively small and would thus make it
18 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
19 class action will serve an important public interest by permitting class members to effectively pursue
20 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
21 or contradictory judgments inherent in individual litigation.

22 **GENERAL ALLEGATIONS**

23 20. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
24 statutory periods.

25 21. Defendants had a common policy and practice of systemically failing to pay Plaintiff
26 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay. First,
27 Defendants implemented an unlawful time-rounding policy and practice which rounded down and
28 reduced the actual working hours recorded by Plaintiff and Class Members, and upon which their pay

1 was based, and generally did so to the detriment of the Plaintiff and Class Members, and these
2 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
3 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
4 Plaintiff and Class members only for the hours they were scheduled to work, rather than the hours
5 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
6 over time, to the detriment of the Plaintiff and Class members by systematically undercompensating
7 them.

8 22. Next, Plaintiff and Class Members were also consistently required to perform work,
9 off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members would
10 arrive to the worksite early to work, but were unable to clock in immediately, and had to wait to boot
11 up their computer and start a computer program to clock in. In addition, Plaintiff and Class Members
12 were required to stay after their scheduled shift end and after clocking out conducting work activities
13 such as closing computers, closing and locking the door, and translating for clients. Finally, Plaintiff
14 and Class Members were required to use their personal cell phone off-the-clock for work activities.

15 23. The forgoing and uncompensated working time was under the direction and control of
16 Defendants, for which no wages were paid.

17 24. This uncompensated time caused Plaintiff and Class Members to work in excess of
18 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
19 and Class Members to minimum and overtime wages, which they were systemically denied.

20 25. Defendants had a common policy and practice of systemically denying Plaintiff and
21 Class Members the opportunity to take meal periods in compliance with the California Law.
22 Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the
23 opportunity to take timely meal periods prior to the completion of their fifth hour of work.
24 Furthermore, Plaintiff and Class Members were not relieved of all work duties during unpaid meal
25 periods and were required to keep working during meal breaks.

26 26. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
27 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
28 period as part of each work shift; (2) no formal written meal policy that encouraged employees to

1 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
2 Defendants' practice of requiring putative class members to continue working through their meal and
3 rest periods due to the excessive workload.

4 27. Defendants had a common policy and practice of systemically denying Plaintiff and
5 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
6 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
7 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
8 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
9 no formal compliant written rest period policy that encouraged employees to take their rest periods,
10 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
11 and practice of requiring putative class members to continue working through their rest breaks due to
12 the excessive workload.

13 28. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
14 wages at their appropriate regular rates of pay for each meal and rest period denied.

15 29. Plaintiff and Class Members were not provided with accurate wage statements as
16 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
17 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
18 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
19 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
20 or other indelible form."

21 30. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
22 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

23 31. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
24 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
25 not included.

26 32. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
27 were not accurately reflected in that: all hours worked, including overtime, were not included.

28 33. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable

1 hourly rates in effect during the pay period and the corresponding number of hours worked at each
2 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
3 overtime, were not included.

4 34. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
5 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
6 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
7 of Labor Code § 226.

8 35. Plaintiff and Class Members were not reimbursed for business expenses incurred in
9 executing their duties under Defendant’s employ. Specifically, Defendants required Plaintiff and
10 Class Members to use their personal cell phones for work activities, incurring costs for phone and
11 internet use, and phone maintenance. In addition, Defendants required Plaintiff and Class Members
12 to use their personal vehicle for work-related trips and transportation, incurring costs for vehicle use,
13 gasoline, vehicle maintenance and other transportation costs. Plaintiff and Class Members were never
14 reimbursed for these necessary work expenses.

15 36. Finally, Defendants failed to pay Plaintiff and Class Members weekly pursuant to
16 Labor Code § 201.3. Defendants instead paid Plaintiff and Class Members bi-weekly or semi-
17 monthly, which is a violation of Labor Code § 201.3.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL PERIODS**

20 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

21 **(Plaintiff and Meal Period Sub-Class)**

22 37. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
23 fully alleged herein.

24 38. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
25 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
26 Code and the applicable Industrial Welfare Commission Wage Order.

27 39. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
28 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt

1 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
2 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
3 minutes for each work period of ten hours.

4 40. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
5 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
6 during required meal periods and require employers to pay non-exempt employees an hour of
7 premium wages on each workday that the employee is not provided with the required meal period.

8 41. Compensation for missed meal periods constitutes wages within the meaning of Labor
9 Code section 200.

10 42. Labor Code section 1198 makes it unlawful to employ a person under conditions that
11 violate the applicable Wage Order.

12 43. Section 11 of the applicable Wage Order states:

13 No employer shall employ any person for a work period of more than
14 five (5) hours without a meal period of not less than 30 minutes, except
15 that when a work period of not more than six (6) hours will complete
16 the day’s work the meal period may be waived by mutual consent of
17 the employer and employee. Unless the employee is relieved of all duty
18 during a 30 minute meal period, the meal period shall be considered an
19 ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
20 period shall be permitted only when the nature of the work prevents an
21 employee from being relieved of all duty and when by written
22 agreement between the parties an on-the-job paid meal period is agreed
23 to. The written agreement shall state that the employee may, in writing,
24 revoke the agreement at any time.

25 44. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
26 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
27 members were not subject to valid on-duty meal period agreements with Defendants.

28 45. Plaintiff alleges that, at all relevant times during the applicable limitations period,
Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
Sub-Class with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
hour work period, as required by Labor Code section 512 and the applicable Wage Order.
Specifically, due to understaffing and heavy workloads, Plaintiff and **Meal Period Sub-Class**
Members were denied the opportunity to take timely meal periods prior to the completion of their

1 fifth hour of work. Furthermore, Plaintiff and **Meal Period Sub-Class** Members were not relieved of
2 all work duties during unpaid meal periods.

3 46. Plaintiff and **Meal Period Sub-Class** Members were not provided with meal periods
4 of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
5 scheduling each meal period as part of each work shift; (2) no formal written meal policy that
6 encouraged employees to take their meal periods, or that advised **Meal Period Sub-Class** Members
7 of their meal and rest period rights; and (3) Defendants' practice of requiring **Meal Period Sub-Class**
8 Members to continue working through their meal and rest periods due to the excessive workload.

9 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
10 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
11 **Class** members when they worked five (5) hours without clocking out for any meal period.

12 48. Plaintiff alleges that, at all relevant times during the applicable limitations period,
13 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
14 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
15 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

16 49. Moreover, Defendants written policies fail to inform Meal period Class Members of
17 their meal period rights under the Labor Code and applicable Wage Orders.

18 50. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
19 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
20 regular rates of pay when required meal periods were not provided.

21 51. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
22 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
23 thereon, and costs of suit.

24 52. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
25 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
26 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

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1 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
2 encouraged employees to take their rest periods, or that properly advised Plaintiff and **Rest Period**
3 **Sub-Class** members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest**
4 **Period Sub-Class** members to continue working through their rest breaks due to the excessive
5 workload.

6 61. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
7 members additional premium wages when required rest periods were not provided.

8 62. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
9 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
10 costs of suit.

11 63. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
12 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
13 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

16 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

17 **(Plaintiff and Hourly Employee Class)**

18 64. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 65. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
21 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
22 applicable Wage Order.

23 66. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
24 which an employee is subject to the control of the employer, and includes all the time the employee
25 is suffered or permitted to work, whether or not required to do so."

26 67. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
27 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
28 that an employer has actual or constructive knowledge that employees are working.

1 68. Labor Code section 1194 invalidates any agreement between an employer and an
2 employee to work for less than the minimum or overtime wage required under the applicable Wage
3 Order.

4 69. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
5 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
6 to the underlying unpaid minimum wages and interest thereon.

7 70. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
8 than the minimum wage required under the applicable Wage Order for all hours worked during a
9 payroll period.

10 71. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
11 person acting either individually or as an officer, agent or employee of another person, to pay an
12 employee, or cause an employee to be paid, less than the applicable minimum wage.

13 72. Labor Code section 1198 makes it unlawful for employers to employ employees under
14 conditions that violate the applicable Wage Order.

15 73. Labor Code section 204 requires employers to pay non-exempt employees their earned
16 wages for the normal work period at least twice during each calendar month on days the employer
17 designates in advance and to pay non-exempt employees their earned wages for labor performed in
18 excess of the normal work period by no later than the next regular payday.

19 74. Labor Code section 223 makes it unlawful for employers to pay their employees lower
20 wages than required by contract or statute while purporting to pay them legal wages.

21 75. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
22 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
23 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
24 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
25 worked on the seventh consecutive day of one workweek.

26 76. Labor Code section 510 and Section 3 of the applicable Wage Order also require
27 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
28 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all

1 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

2 77. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
3 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
4 working conditions and compensation arrangements.

5 78. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
6 **Employee Class** members for all time worked, including but not limited to, overtime hours at
7 statutory and/or agreed rates.

8 79. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
9 overtime for all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful
10 time-rounding policy and practice which rounded down and reduced the actual working hours
11 recorded by Plaintiff and **Hourly Employee Class**, and upon which their pay was based, and
12 generally did so to the detriment of the Plaintiff and **Hourly Employee Class**, and these unlawfully
13 rounded time entries were inputted into Defendants' payroll system from which wage statements and
14 payroll checks were created. Defendants did so with the ostensible intent of paying Plaintiff and
15 **Hourly Employee Class** members only for the hours they were scheduled to work, rather than the
16 hours they were actually under Defendants' control. Plaintiff contends this policy is not neutral and
17 results, over time, to the detriment of the Plaintiff and **Hourly Employee Class** members by
18 systematically undercompensating them.

19 80. Plaintiff and **Hourly Employee Class** members were consistently required to perform
20 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
21 **Class** members would arrive to the worksite early to work, but were unable to clock in immediately,
22 and had to wait to boot up their computer and start a computer program to clock in. In addition,
23 Plaintiff and **Hourly Employee Class** members were required to stay after their scheduled shift end
24 and after clocking out conducting work activities such as closing computers, closing and locking the
25 door, and translating for clients. Finally, Plaintiff and **Hourly Employee Class** members were
26 required to use their personal cell phone off-the-clock for work activities.

27 81. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
28 members have suffered damages in an amount, subject to proof, to the extent they were not paid the

1 full amount of wages earned during each pay period during the applicable limitations period,
2 including overtime wages.

3 82. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
4 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
5 overtime wages, interest thereon and costs of suit.

6 83. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
7 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
8 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

11 **(Lab. Code § 226)**

12 **(Plaintiff and Wage Statement Penalties Sub-Class)**

13 84. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 85. Labor Code section 226(a) states:

16 An employer, semimonthly or at the time of each payment of wages,
17 shall furnish to his or her employee, either as a detachable part of the
18 check, draft, or voucher paying the employee's wages, or separately if
19 wages are paid by personal check or cash, an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours
21 worked by the employee, except as provided in subdivision (j), (3) the
22 number of piece-rate units earned and any applicable piece rate if the
23 employee is paid on a piece-rate basis, (4) all deductions, provided that
24 all deductions made on written orders of the employee may be
25 aggregated and shown as one item, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the
27 name of the employee and only the last four digits of his or her social
28 security number or an employee identification number other than a
social security number, (8) the name and address of the legal entity that
is the employer and, if the employer is a farm labor contractor, as
defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be

1 kept on file by the employer for at least three years at the place of
2 employment or at a central location within the State of California. For
3 purposes of this subdivision, ‘copy’ includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

4 86. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
5 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
6 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
7 retains the right to elect to receive a written paper stub or record and that those who are provided with
8 electronic wage statements retain the ability to easily access the information and convert the electronic
9 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

10 87. Plaintiff is informed and believes that, at all relevant times during the applicable
11 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
12 with written wage statements as described above. Additionally, the wage statements issued to class
13 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
14 described above.

15 88. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
16 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
17 Opinion Letters. Plaintiff’s and **Wage Statement Class** members’ wage statements were only
18 provided in electronic format in violation of Labor Code § 226.

19 89. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
20 issues to Plaintiff and **Wage Statement Class** Members failed to state “the name and address of the
21 legal entity that is the employer.”

22 90. Plaintiff is informed and believes that Defendants’ failure to provide Plaintiff and
23 **Wage Statement Class** members with accurate written wage statements was intentional in that
24 Defendants have the ability to provide them with accurate wage statements but have intentionally
25 provided them with written wage statements that Defendants have known do not comply with Labor
26 Code section 226(a).

27 91. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
28 Defendants have violated their legal rights to receive accurate wage statements and have misled them

1 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
2 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
3 discovery and mathematical computations to determine the amount of wages owed, has caused
4 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
5 submission of inaccurate information about wages and deductions to federal and state government
6 agencies.

7 92. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
8 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
9 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
10 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
11 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

14 **(Lab. Code §§ 201-203)**

15 **(Plaintiff and Waiting Time Penalties Sub-Class)**

16 93. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
17 herein.

18 94. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
19 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
20 earned and unpaid before termination or resignation.

21 95. At all relevant times, pursuant to Labor Code section 201, employees who have been
22 discharged have been entitled to payment of all final wages immediately upon termination.

23 96. At all relevant times, pursuant to Labor Code section 202, employees who have
24 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
25 payment of all final wages at the time of resignation.

26 97. Plaintiff is informed and believes that, at all relevant times during the applicable
27 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
28 members all their final wages in accordance with the Labor Code.

98. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to timely pay them all final wages.

99. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those requirements.

100. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

101. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seeks awards of reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code § 2802)

(Plaintiff and Reimbursement Class)

102. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

103. Labor Code section 2802(a) states:

An employer shall indemnify his or her employee 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

104. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Defendants required Plaintiff and **Expense Reimbursement Class** members to use their personal cell

1 phones for work activities, incurring costs for phone and internet use, and phone maintenance. In
2 addition, Defendants required Plaintiff and **Expense Reimbursement Class** members to use their
3 personal vehicle for work-related trips and transportation, incurring costs for vehicle use, gasoline,
4 vehicle maintenance and other transportation costs. Plaintiff and **Expense Reimbursement Class**
5 members were never reimbursed for these necessary work expenses.

6 105. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
7 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
8 the Complaint and until the date of entry of judgment.

9 106. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
10 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
11 costs pursuant to Code of Civil Procedure section 1021.5.

12 **SEVENTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

15 **(Plaintiff and UCL Class)**

16 107. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
17 herein.

18 108. Business and Professions Code section 17200 defines "unfair competition" to include
19 any unlawful business practice.

20 109. Business and Professions Code sections 17203-17204 allow a person who has lost
21 money or property as a result of unfair competition to bring a class action in accordance with Code
22 of Civil Procedure section 382 to recover money or property that may have been acquired from
23 similarly situated persons by means of unfair competition.

24 110. California law requires employers to pay hourly, non-exempt employees for all hours
25 they are permitted or suffered to work, including hours that the employer knows or reasonable should
26 know that employees have worked.

27 111. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
28 THIRD, and SIXTH causes of action herein.

112. Plaintiff lost money or property as a result of the aforementioned unfair competition.

113. Defendants have or may have acquired money by means of unfair competition.

114. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225, 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged herein.

115. Defendants have committed criminal conduct through their policies and practices of, *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay; and reimbursement for necessary business expenditures.

116. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes unfair competition within the meaning of Business and Professions Code section 17200 *et seq.* Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair, unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of similarly situated persons in a class action proceeding.

117. As a result of Defendants' violations of the Labor Code during the applicable limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

118. Plaintiff is informed and believes that other similarly situated persons have been subject to the same unlawful policies or practices of Defendants.

119. Due to the unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their legal obligations.

120. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates or is considered unlawful under any other state or federal law.

1 121. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
2 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
3 Defendants, and each of them, and their agents and employees, from further violations of the Labor
4 Code and applicable Wage Orders.

5 122. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
6 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
7 Defendants, and each of them, and their agents and employees, from further violations of the Labor
8 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
9 an order permanently enjoining Defendants, and each of them, and their respective agents and
10 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
11 Wage Orders.

12 123. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
13 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
14 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
15 and unfair business practices.

16 124. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
17 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
18 reasonable attorneys' fees in connection with their unfair competition claims.

19 125. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
20 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
21 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
22 and unfair business practices.

23 126. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
24 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
25 reasonable attorneys' fees in connection with their unfair competition claims.

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1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 127. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 128. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
7 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

8 129. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
9 and other current and former employees, to bring a representative civil action to recover civil penalties
10 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
11 maintained as a class action pursuant to Code of Civil Procedure section 382.

12 130. Plaintiff, a former employee against whom Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
15 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
16 Defendants within the state of California from one year prior to the date of this letter and continuing
17 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
18 “Aggrieved Employees”)

19 131. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
20 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
21 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
22 investigate.

23 132. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
24 penalties for Defendants’ violations of Labor Code §§ 201, 201.3, 202, 203, 204, 223, 226.7, 226(a),
25 _____

26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 2 i. For violations of Labor Code §§ 201, 201.3, 202, 203, 226.7, 1174, 1194, 1198
3 and 2802, one hundred dollars (\$100) for each employee per pay period for
4 each initial violation and two hundred dollars (\$200) for each employee per
5 pay period for each subsequent violation (penalties set by Labor Code §
6 2699(f)(2));
- 7 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
8 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 9 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional, two
11 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
12 withheld from each employee, for each initial violation that was either willful
13 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
14 five percent (25%) of the amount unlawfully withheld from each employee,
15 for each subsequent violation, regardless of whether the subsequent violation
16 was either willful or intentional (penalties set by Labor Code § 210);
- 17 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
18 employee for each initial violation that was neither willful nor intentional, two
19 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
20 the amount unlawfully withheld from each employee, for each initial violation
21 that was either willful or intentional, and two hundred dollars (\$200) for each
22 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
23 from each employee, for each subsequent violation, regardless of whether the
24 subsequent violation was either willful or intentional (penalties set by Labor
25 Code § 225.5);
- 26 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
27 citation, two hundred and fifty dollars (\$250) for each employee for each
28 violation. Alternatively, if an initial citation or its equivalent occurred before

the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

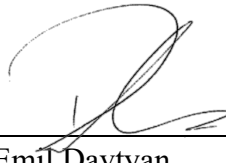
WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Restitution;

- i. Declaratory relief;
- j. Pre-judgment interest;
- k. Statutory penalties;
- l. Civil penalties;
- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: April 12, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
Kevin Burns
Attorneys for Plaintiff
TERESA QUINTERO, and the putative class

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: April 12, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
Kevin Burns
Attorneys for Plaintiff
TERESA QUINTERO, and the putative class

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