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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

13 JEAN CURTIS, on behalf of herself and all
 14 others similarly situated, and the general
 public,

15 *Plaintiff,*

16 v.

17 SKECHERS U.S.A. RETAIL, LLC, a
 18 California corporation; and DOES 1 through
 50, inclusive,

19 *Defendants.*

Case No.: 24STCV03014

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 Pay Proper Sick Pay (Lab. Code § 246);
5. Failure to Provide Accurate Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Failure to Indemnify (Lab. Code § 2802); and
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*).
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff JEAN CURTIS (“Plaintiff”), on behalf of herself, all others similarly situated, the
2 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 SKECHERS
5 U.S.A. RETAIL, LLC, a California corporation; and DOES 1 through 50, inclusive, (collectively
6 referred to as “Defendants”) for alleged violations of the California Labor Code and California
7 Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 8 a. failed to pay all wages owed, including minimum and overtime wages, for all
9 time worked;
- 10 b. failed to pay all overtime wages at the proper rate by failing to include all
11 applicable remuneration in calculating the regular rate of pay;
- 12 c. failed to provide lawful meal periods;
- 13 d. failed to provide lawful rest periods;
- 14 e. failed to pay premium wages for missed meal and rest periods;
- 15 f. failed to pay sick time at the proper rate of pay;
- 16 g. failed to provide accurate wage statements;
- 17 h. failed to reimburse for necessary business expenditures; and
- 18 i. failed to timely pay all final wages owed 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 Los Angeles 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 Los Angeles County because Defendants' have at all times alleged herein, conducted business in Los Angeles County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff JEAN CURTIS 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 SKECHERS U.S.A. RETAIL, LLC is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. 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.

8. 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.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

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

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

- 7 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
8 separately, and/or any staffing agencies and/or any other third parties in hourly or
9 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”).
- 10 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
11 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.
- 12 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
13 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.
- 14 d. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
15 time from four years prior to the filing of this action and ending on the date that
16 final judgment is entered in this action, worked for more than 30 days for
Defendants.
- 17 e. **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
entered.
- 19 f. **Wage Statement Class:** All persons employed by Defendants in California during
20 the period beginning one year before the filing of this action and ending when final
judgment is entered.
- 21 g. **Expense Reimbursement Class:** All persons employed by Defendants in
22 California who incurred business expenses during the **Relevant Time Period**.
- 23 h. **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
action.

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

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1 13. **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 14. **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 lawful meal periods;
- 10 b. Whether Defendants maintained a policy or practice of failing to provide
11 employees with lawful rest 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 pay sick time at the proper rate of pay;
- 17 f. Whether Defendants failed to provide class members with accurate written wage
18 statements as a result of providing them with written wage statements with
19 inaccurate entries for, among other things, amounts of gross and net wages, total
20 hours worked, and applicable hourly rates of pay;
- 21 g. Whether Defendants applied policies or practices that result in late and/or
22 incomplete final wage payments;
- 23 h. Whether Defendants failed to reimburse class members for all necessary business
24 expenses incurred during the discharge of their duties;
- 25 i. Whether Defendants are liable to class members for waiting time penalties under
26 Labor Code section 203; and
- 27 j. Whether class members are entitled to restitution of money or property that
28 Defendants may have acquired from them through unfair competition.

15. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

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

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

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

GENERAL ALLEGATIONS

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

20. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Class Members proper wages and overtime for all hours worked, at the proper rates of pay.

21. First, Plaintiff and Class Members were consistently required to perform work, off-

1 the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were
2 systemically required to arrive to work approximately 15 minutes early and begin working but were
3 not allowed to clock-in until their scheduled start time. Plaintiff and Class Members were also
4 required to download and use a timekeeping/payroll app on their personal cellular mobile phones,
5 which they used to for work-related purposes outside working hours. Plaintiff and Class Members
6 were also required to participate in work-related calls at least once per month on their personal mobile
7 devices while off-the-clock. The forgoing and uncompensated working time was under the direction
8 and control of Defendants, for which no wages were paid.

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

12 23. Defendants also failed to pay Plaintiff and Class Members overtime wages at the
13 proper and applicable regular rates of pay. Specifically, Plaintiff and Class Members were paid shift
14 differentials for working night shifts in addition to their hourly pay. However, these supplemental
15 earnings were not accounted for when determining Plaintiff and Class Members' regular rates of pay,
16 and respective and proper overtime rates of pay.

17 24. Defendants had a common policy and practice of systemically denying Plaintiff and
18 Class Members the opportunity to take meal periods in compliance with the California Law.
19 Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the
20 opportunity to take timely meal periods prior to the completion of their fifth hour of work.
21 Additionally, the uncompensated pre-shift duties, discussed herein, further delayed Plaintiff and Class
22 Members' meal periods to commence after to the completion of the fifth and tenth hours of work.

23 25. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
24 minutes for each five (5) hour work period due to (1) Defendants' policy and practice of not
25 scheduling each meal period as part of each work shift; and (2) Defendants' policy and practice of
26 requiring putative class members to continue working through their meal and rest periods due to the
27 excessive workload.

28 26. Similarly, Defendants had a common policy and practice of systemically denying

1 Plaintiff and Class Members the opportunity to take rest periods in compliance with California Law.
2 Plaintiff and Class Members were not provided with rest periods of at least ten (10) minutes for each
3 four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy and practice of not
4 scheduling each rest period as part of each work shift, including second rest breaks for shifts of six
5 (6) hours or more; and (2) Defendants' policy and practice of requiring putative class members to
6 continue working through their rest breaks due to the excessive workload.

7 27. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
8 wages at their appropriate regular rates of pay for each meal and rest period denied due to Defendants
9 failure to accurately calculated Plaintiff and Class Members regular rate of pay while receiving shift
10 differential pay.

11 28. Similarly, Defendants had a common policy and practice of systemically failing to pay
12 Plaintiff and Class Members the requisite sick time pay at the proper rate of pay in accordance with
13 California Law. Additionally, the sick pay paid to Plaintiff and Class Members did not account for
14 the shift differential pay, which was never factored into the rate upon which sick pay was accrued and
15 paid.

16 29. Plaintiff and Class Members were not provided with accurate wage statements as
17 mandated by law pursuant to Labor Code section 226.

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

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

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

25 33. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
26 hourly rates in effect during the pay period and the corresponding number of hours worked at each
27 hourly rate by the employee" were not accurately reflected in that: all hours worked, including
28 overtime, were not included at the correct hourly rate.

34. Finally, Plaintiff and Class Members were not reimbursed for business expenses incurred in executing their duties under Defendants' employ. Specifically, Plaintiff and Class Members were required to download and use a timekeeping/payroll app on their personal cellular mobile phones for work-related purposes. However, Plaintiff and Class members were not reimbursed for this necessary work-related expense.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

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

(Plaintiff and Meal Period Sub-Class)

35. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

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

37. Labor Code section 512 and Section 11 of the applicable Industrial Welfare Commission Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

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

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

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

41. Section 11 of the applicable Wage Order states:

1 No employer shall employ any person for a work period of more than
2 five (5) hours without a meal period of not less than 30 minutes, except
3 that when a work period of not more than six (6) hours will complete
4 the day's work the meal period may be waived by mutual consent of
5 the employer and employee. Unless the employee is relieved of all duty
6 during a 30 minute meal period, the meal period shall be considered an
7 'on duty' meal period and counted as time worked. An 'on duty' meal
8 period shall be permitted only when the nature of the work prevents an
9 employee from being relieved of all duty and when by written
10 agreement between the parties an on-the-job paid meal period is agreed
11 to. The written agreement shall state that the employee may, in writing,
12 revoke the agreement at any time.

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

16 43. Upon information and belief, Plaintiff alleges that, at all relevant times during the
17 applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiff
18 and members of the **Meal Period Sub-Class** with uninterrupted, duty-free meal periods for at least
19 thirty (30) minutes for each five (5) hour work period, as required by Labor Code section 512 and the
20 applicable Wage Order. Specifically, due to understaffing and heavy workloads, Plaintiff and **Meal**
21 **Period Sub-Class** members were denied the opportunity to take timely meal periods prior to the
22 completion of their fifth hour of work. Additionally, the uncompensated pre-shift duties, discussed
23 herein, further delayed Plaintiff and **Meal Period Sub-Class** members' meal periods to commence
24 after to the completion of the fifth and tenth hours of work.

25 44. Upon information and belief, Plaintiff alleges that, at all relevant times during the
26 applicable limitations period, Defendants maintained a policy or practice of failing to pay premium
27 wages to **Meal Period Sub-Class** members when they worked five (5) hours without clocking out
28 for any meal period.

45. Upon information and belief, 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 a second meal period when they worked shifts of
ten (10) or more hours and failed to pay them premium wages as required by Labor Code 512 and the
applicable Wage Order.

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

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

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

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PROVIDE REST PERIODS**

12 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

13 **(Plaintiff and Rest Period Sub-Class)**

14 49. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
15 herein.

16 50. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
17 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
18 Code and the applicable Wage Order.

19 51. Section 12 of the applicable Wage Order imposes an affirmative obligation on
20 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
21 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
22 be in the middle of each work period insofar as practicable.

23 52. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
24 employers from requiring employees to work during required rest periods and require employers to
25 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
26 workday that the employee is not provided with the required rest period(s).

27 53. Compensation for missed rest periods constitutes wages within the meaning of Labor
28 Code section 200.

1 54. Labor Code section 1198 makes it unlawful to employ a person under conditions that
2 violate the Wage Order.

3 55. Plaintiff alleges that, at all relevant times during the applicable limitations period,
4 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
5 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
6 major fraction thereof, as required by the applicable Wage Order.

7 56. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
8 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
9 Defendants' policy and practice of not scheduling each rest period as part of each work shift, including
10 second rest breaks for shifts of six (6) hours or more; and (2) Defendants' policy and practice of
11 requiring **Rest Period Sub-Class** members to continue working through their rest breaks due to the
12 excessive workload.

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

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

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

21 **THIRD CAUSE OF ACTION**

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

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

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

25 60. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
26 herein.

27 61. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
28 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the

1 applicable Wage Order.

2 62. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
3 which an employee is subject to the control of the employer, and includes all the time the employee
4 is suffered or permitted to work, whether or not required to do so.”

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

8 64. Labor Code section 1194 invalidates any agreement between an employer and an
9 employee to work for less than the minimum or overtime wage required under the applicable Wage
10 Order.

11 65. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
12 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
13 to the underlying unpaid minimum wages and interest thereon.

14 66. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
15 than the minimum wage required under the applicable Wage Order for all hours worked during a
16 payroll period.

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

20 68. Labor Code section 1198 makes it unlawful for employers to employ employees under
21 conditions that violate the applicable Wage Order.

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

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

28 71. Labor Code section 510 and Section 3 of the applicable Wage Order require employees

1 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
2 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
3 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
4 worked on the seventh consecutive day of one workweek.

5 72. Labor Code section 510 and Section 3 of the applicable Wage Order also require
6 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
7 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
8 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

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

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

15 75. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
16 overtime for all hours worked, at the proper rates of pay. First, Plaintiff and **Hourly Employee Class**
17 members were systemically required to arrive to work approximately 15 minutes early but were not
18 allowed to clock-in until their scheduled start time. Plaintiff and **Hourly Employee Class** members
19 were also required to download and use a timekeeping/payroll app on their personal cellular mobile
20 phones, which they used to for work-related purposes outside working hours. Plaintiff and **Hourly**
21 **Employee Class** members were also required to participate in work-related calls at least once per
22 month on their personal mobile devices while off-the-clock. The forgoing and uncompensated
23 working time was under the direction and control of Defendants, for which no wages were paid. This
24 uncompensated time caused Plaintiff and **Hourly Employee Class** members to work in excess of
25 eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff and
26 **Hourly Employee Class** members to minimum and overtime wages, which they were systemically
27 denied.

28 76. Defendants also failed to Plaintiff and **Hourly Employee Class** members overtime

1 wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and Class Members
2 were paid shift differentials for working night shifts in addition to their hourly pay. However, these
3 supplemental earnings were not accounted for when determining Plaintiff and **Hourly Employee**
4 **Class** members' regular rates of pay, and respective and proper overtime rates of pay.

5 77. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
6 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
7 full amount of wages earned during each pay period during the applicable limitations period,
8 including overtime wages.

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

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

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PAY PROPER SICK PAY**

17 **(Lab. Code § 246)**

18 **(Plaintiff and Sick Pay Class)**

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

21 81. Labor Code Section 246 affords an employee "who works in California for 30 or
22 more days within a year from the commencement of employment [] paid sick days . . . of not less
23 than one hour per every 30 hours worked" and "no less than 24 hours of accrued sick leave or paid
24 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
25 period."

26 82. Additionally, Subsection (l) of Section 246 provides:

27 For the purposes of this section, an employer shall calculate paid sick leave
28 using any of the following calculations:

1 (1) Paid sick time for nonexempt employees shall be calculated in the same
2 manner as the regular rate of pay for the workweek in which the employee
3 uses paid sick time, whether or not the employee actually works overtime
in that workweek.

4 83. Defendants had a common policy and practice of systemically failing to pay Plaintiff
5 and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law.
6 Specifically, the sick pay paid to Plaintiff and **Sick Pay Class** Members did not account for the shift
7 differential pay, which was never factored into the rate upon which sick pay was accrued and paid.

8 84. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages
9 pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and
10 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties
11 pursuant to Labor Code § 558(a).

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

14 **(Lab. Code § 226)**

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

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

18 86. Labor Code section 226(a) states:

19 An employer, semimonthly or at the time of each payment of wages,
20 shall furnish to his or her employee, either as a detachable part of the
check, draft, or voucher paying the employee's wages, or separately if
21 wages are paid by personal check or cash, an accurate itemized
statement in writing showing (1) gross wages earned, (2) total hours
22 worked by the employee, except as provided in subdivision (j), (3) the
number of piece-rate units earned and any applicable piece rate if the
employee is paid on a piece-rate basis, (4) all deductions, provided that
23 all deductions made on written orders of the employee may be
aggregated and shown as one item, (5) net wages earned, (6) the
24 inclusive dates of the period for which the employee is paid, (7) the
name of the employee and only the last four digits of his or her social
25 security number or an employee identification number other than a
social security number, (8) the name and address of the legal entity that
26 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
27 legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate by the

1 employee and, beginning July 1, 2013, if the employer is a temporary
2 services employer as defined in Section 201.3, the rate of pay and the
3 total hours worked for each temporary services assignment. The
4 deductions made from payment of wages shall be recorded in ink or
5 other indelible form, properly dated, showing the month, day, and year,
6 and a copy of the statement and the record of the deductions shall be
7 kept on file by the employer for at least three years at the place of
8 employment or at a central location within the State of California. For
9 purposes of this subdivision, 'copy' includes a duplicate of the itemized
10 statement provided to an employee or a computer-generated record that
11 accurately shows all of the information required by this subdivision.

12 87. Plaintiff is informed and believes that, at all relevant times during the applicable
13 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
14 with accurate statements as the wage statements issued to class members failed to account for the
15 unpaid minimum wages, overtime, and premium pay wages described above. Moreover, due to
16 Defendants to failure properly calculate Plaintiff and **Wage Statement Class** members' regular rate
17 while receiving shift differential pay for working night shifts, Defendants also failed to provide
18 wage statements that accurately reflected Plaintiff and **Wage Statement Class** members regular
19 rate of pay.

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

25 89. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
26 Defendants have violated their legal rights to receive accurate wage statements and have misled them
27 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
28 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
discovery and mathematical computations to determine the amount of wages owed, has caused
difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
submission of inaccurate information about wages and deductions to federal and state government
agencies.

90. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**

1 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
2 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
3 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
4 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

5 **SIXTH CAUSE OF ACTION**

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

7 **(Lab. Code §§ 201-203)**

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

9 91. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
10 herein.

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

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

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

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

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

26 97. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
27 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful
28 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201

1 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
2 requirements.

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

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

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO INDEMNIFY**

11 **(Lab. Code § 2802)**

12 **(Plaintiff and Reimbursement Class)**

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

15 101. Labor Code section 2802(a) states:

16 An employer shall indemnify his or her employee for all necessary
17 expenditures or losses incurred by the employee in direct consequence
18 of the discharge of his or her duties, or of his or her obedience to the
19 directions of the employer, even though unlawful, unless the employee,
20 at the time of obeying the directions, believed them to be unlawful.

21 102. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
22 business expenses incurred in executing their duties under Defendants' employ. Specifically, Plaintiff
23 and **Expense Reimbursement Class Members** were required to download and use a
24 timekeeping/payroll app on their personal cellular mobile phones for work-related purposes.
25 However, Plaintiff and **Expense Reimbursement Class Members** were not reimbursed for this
26 necessary work-related expense.

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

104. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks

1 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
2 costs pursuant to Code of Civil Procedure section 1021.5.

3 **EIGHTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

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

6 **(Plaintiff and UCL Class)**

7 105. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
8 herein.

9 106. Business and Professions Code section 17200 defines "unfair competition" to include
10 any unlawful business practice.

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

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

18 109. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
19 THIRD, FOURTH, and SEVENTH causes of action herein.

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

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

22 112. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
23 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
24 226.6, 226.7, 246, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802
25 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
26 herein.

27 113. Defendants have committed criminal conduct through their policies and practices of,
28 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt

1 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
2 pay sick time at the proper rate of pay; and reimburse for necessary business expenditures.

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

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

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

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

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

20 119. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
21 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
22 Defendants, and each of them, and their agents and employees, from further violations of the Labor
23 Code and applicable Wage Orders.

24 120. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
25 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
26 Defendants, and each of them, and their agents and employees, from further violations of the Labor
27 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
28 an order permanently enjoining Defendants, and each of them, and their respective agents and

1 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
2 Wage Orders.

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

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

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

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

17 **NINTH CAUSE OF ACTION**

18 **CIVIL PENALTIES**

19 **(Lab. Code §§ 2698, *et seq.*)**

20 125. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

21 126. During the applicable limitations period, Defendants have violated Labor Code §§
22 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12,
23 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

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

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

11 129. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
12 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
13 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
14 intent to investigate.

15 130. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
16 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 246,
17 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 18 a. For violations of Labor Code §§ 201, 202, 203, 226.7, 246, 1174, 1194, 1198 and
19 2802, one hundred dollars (\$100) for each employee per pay period for each
20 initial violation and two hundred dollars (\$200) for each employee per pay period
21 for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 22 b. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
23 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 24 c. For violations of Labor Code § 204, one hundred dollars (\$100) for each
25 employee for each initial violation that was neither willful nor intentional, two
26 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
27 withheld from each employee, for each initial violation that was either willful or
28 intentional, and two hundred dollars (\$200) for each employee, plus twenty-five

- 1 percent (25%) of the amount unlawfully withheld from each employee, for each
2 subsequent violation, regardless of whether the subsequent violation was either
3 willful or intentional (penalties set by Labor Code § 210);
- 4 d. For violations of Labor Code § 223, one hundred dollars (\$100) for each
5 employee for each initial violation that was neither willful nor intentional, two
6 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the
7 amount unlawfully withheld from each employee, for each initial violation that
8 was either willful or intentional, and two hundred dollars (\$200) for each
9 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
10 from each employee, for each subsequent violation, regardless of whether the
11 subsequent violation was either willful or intentional (penalties set by Labor
12 Code § 225.5);
- 13 e. For violations of Labor Code § 226(a), if this action is deemed to be an initial
14 citation, two hundred and fifty dollars (\$250) for each employee for each
15 violation. Alternatively, if an initial citation or its equivalent occurred before the
16 filing of this action, one thousand dollars (\$1,000) for each employee for each
17 violation (penalties set by Labor Code § 226.3);
- 18 f. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
19 employee for each initial pay period for which the employee was underpaid, and
20 one hundred dollars (\$100) for each employee for each subsequent pay period for
21 which the employee was underpaid (penalties set by Labor Code § 558);
- 22 g. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
23 aggrieved employee for each initial violation of Labor Code § 1197 that was
24 intentional and two hundred and fifty dollars (\$250) for each aggrieved employee
25 per pay period for each subsequent violation of Labor Code § 1197, regardless of
26 whether the initial violation was intentional (penalties set by Labor Code §
27 1197.1);
- 28 h. 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 8, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
Hrag A. Alexanian
Attorneys for Plaintiff
JEAN CURTIS, and the putative class

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

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[] **(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.

[] (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.

☒ **(BY ELECTRONIC TRANSMISSION)** by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[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 April 8, 2024, at Glendale, California.

 Jordan Floyd