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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

AMAYA NELSON, an individual and on
 behalf of all others similarly situated;

Plaintiff,

vs.

CLAIR GLOBAL CORP., a Pennsylvania
 corporation; and DOES 1 through 50,

Defendants.

Case No.: 24STCV14597

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 512, 558);**
- (2) **WAGE STATEMENT PENALTIES
 (LABOR CODE § 226);**
- (3) **FAILURE TO REIMBURSE
 NECESSARY BUSINESS EXPENSES
 (LABOR CODE § 2802);**
- (4) **UNFAIR COMPETITION (BUS &
 PROF CODE §§ 17200, *et seq.*);**
- (5) **CIVIL PENALTIES UNDER THE
 CALIFORNIA PRIVATE
 ATTORNEYS GENERAL ACT
 (LABOR CODE §§ 2698, *et seq.*)**
- (6) **OVERTIME WAGE VIOLATIONS
 (LABOR CODE §§ 204, 510, 1194,
 1198);**
- (7) **WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203);**

DEMAND FOR JURY TRIAL

1 Plaintiff AMAYA NELSON (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this Class and Representative Action Complaint (“Complaint”) against
3 Defendants CLAIR GLOBAL CORP., a Pennsylvania corporation, and DOES 1 to 50 (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194,
9 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and applicable Industrial Welfare Commission (“IWC”)
10 Wage Orders (“Wage Orders”), in addition to seeking injunctive relief, declaratory relief, and
11 restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This
12 Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in
13 controversy exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including Los Angeles County, and some
16 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
17 Plaintiff was employed by Defendants within Los Angeles County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
22 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
23 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
24 *seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
25 1198, 2802, 2698, *et seq.*, and Wage Orders.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within Los Angeles County, and the State of California
2 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
7 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
9 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
10 employment practices, wrongs, injuries, and damages complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a live production equipment rental company with
3 locations throughout, California. Defendants have employed Plaintiff as an hourly-paid, non-exempt
4 employee since July 2022 as a warehouse technician in Valencia, California.

5 11. Defendants failed to provide Plaintiff and other non-exempt employees with all
6 legally compliant meal periods due to Defendants' meal period policies/practices, which have
7 frequently resulted in late (commencing after the fifth and/or tenth hour of work), short (less than 30
8 minutes), and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
9 employees were not able to take their legally compliant meal periods due to work demands imposed
10 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff's
11 and other non-exempt employees' hours worked, including accurate time records showing when
12 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
13 employees were not provided with all legally compliant meal periods to which they were entitled,
14 Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal
15 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
16 § 226.7. Upon information and belief, Defendants further violated Labor Code § 226.7 by failing to
17 pay meal period premiums at the correct regular rate of compensation, including but not limited to
18 by failing to incorporate multiple rates of pay and all non-discretionary incentive compensation in
19 the event that a legally compliant meal period was not provided to their non-exempt employees.

20 12. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
21 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
22 compensated for all overtime, including doubletime, hours actually worked. Plaintiff and other non-
23 exempt employees regularly worked more than eight hours in a workday or 40 hours in a workweek
24 and more than 12 hours in a workday and more than eight hours on the seventh consecutive day in a
25 workweek. Upon information and belief, Defendants required Plaintiff and other non-exempt
26 employees to perform work before their scheduled shifts, after their scheduled shifts, and/or during
27 off-the-clock meal breaks, and failed to compensate employees for this time. Upon information and
28 belief, Defendants also failed to pay overtime premium wages at the correct regular rate of pay,

1 including but not limited to by failing to incorporate multiple rates of pay and/or all non-
2 discretionary remuneration into the regular rate of pay and by using a per diem or daily rate of pay.
3 As a result, Plaintiff and other non-exempt employees were not compensated for all earned overtime
4 wages.

5 13. As a result of Defendants' failure to pay all meal period premium and overtime
6 premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage
7 statements to Plaintiff and other non-exempt employees. Defendant's wage statements were also
8 listed the wrong total hours worked. As a further result of Defendants' failure to pay all meal period
9 premium and overtime premium wages, Defendants failed to timely pay all final wages to former
10 non-exempt employees upon their separation of employment from Defendants

11 14. Additionally, Defendants required Plaintiff and other non-exempt employees to use
12 their personal cellphones to clock in and out of their shifts, check their emails on any updates to
13 projects, and take photographs of finishes projects to be sent to their managers. Despite requiring
14 employees to incur these necessary business expenses, Defendants failed to reimburse Plaintiff and
15 other non-exempt employees for the cost of these expenses.

16 **CLASS ACTION ALLEGATIONS**

17 15. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
18 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 19 a. Meal Period Class: All current and former non-exempt employees of Defendants in
20 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
21 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
22 immediately preceding the filing of this action through the present.
- 23 b. Overtime Class: All current and former non-exempt employees of Defendants in the
24 State of California who (i) worked more than eight hours per day and/or 40 hours per
25 week or on the seventh consecutive day in a workweek, and/or (ii) worked more than
26 12 hours per day and/or more than eight hours on the seventh consecutive day in a
27 workweek, and (iii) were subject to Defendants' timekeeping policies and/or
28 practices, during the four years immediately preceding the filing of this action

through the present.

- c. Wage Statement Class: All current and former non-exempt employees of Defendants in the State of California who received a wage statement, during the one year immediately preceding the filing of this action through the present.
- d. Waiting Time Penalty Class: All of Defendants' formerly employed members of the Overtime Class and/or Meal Period Class during the three years immediately preceding the filing of this action through the present.
- e. Expense Reimbursement Class: All current and former non-exempt employees of Defendants in the State of California who were not reimbursed for all necessary business expenses, during the four years immediately preceding the filing of this action through the present.

16. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

17. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest**: There are predominant common questions of law and fact as to Plaintiff and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- b. Whether Defendants properly paid all overtime, including doubletime, wages to members of the Overtime Class;
- c. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- d. Whether Defendants timely paid all final wages to members of the Waiting Time

1 Class at the time of their separation of employment pursuant to Labor Code §§ 201
2 and 202; and

- 3 e. Whether Defendants reimbursed members of the Expense Reimbursement Class for
4 all necessary business expenses pursuant to Labor Code § 2802.

5 These common questions of law and fact set forth above are numerous and substantial and
6 stem from Defendants' policies and/or practices applicable to each individual class member. As
7 such, the common questions predominate over individual questions concerning each individual
8 class member's showing as to their eligibility for recovery or as to the amount of their damages.

9 18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
10 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
11 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
12 Plaintiff, like the members of the Classes, was not paid all overtime wages, not provided all
13 required meal periods, did not receive premium pay for non-compliant meal periods, was not
14 provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
15 necessary business expenses.

16 19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
17 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
18 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
19 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
20 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
21 members of the Classes.

22 20. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
23 public interest in establishing minimum working conditions and standards in California. These laws
24 and labor standards protect the average working employee from exploitation by employers who
25 have the responsibility to follow the laws and who may seek to take advantage of superior economic
26 and bargaining power in setting onerous terms and conditions of employment. The nature of this
27 action and the format of laws available to Plaintiff and members of the Classes make the class
28 action format a particularly efficient and appropriate procedure to redress the violations alleged

1 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
2 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
3 resources of each individual plaintiff with their vastly superior financial and legal resources.

4 21. Moreover, requiring each member of the Class(es) to pursue an individual remedy
5 would also discourage the assertion of lawful claims by employees who would be disinclined to file
6 an action against their former and/or current employer for real and justifiable fear of retaliation and
7 permanent damages to their careers at subsequent employment. The claims of the individual
8 members of the Class are not sufficiently large to warrant vigorous individual prosecution
9 considering all of the concomitant costs and expenses attending hereto.

10 22. Furthermore, the prosecution of separate actions by the individual class members,
11 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
12 with respect to the individual class members against Defendants herein; and which would establish
13 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
14 respect to individual class members which would, as a practical matter, be dispositive of the interest
15 of the other class members not parties to adjudications or which would substantially impair or
16 impede the ability of the class members to protect their interests. As such, the Classes identified
17 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

18 **FIRST CAUSE OF ACTION**

19 **MEAL PERIOD VIOLATIONS**

20 **(Against All Defendants)**

21 23. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
22 fully set forth herein.

23 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
24 in their affirmative obligation to provide all of their non-exempt employees in California, including
25 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
26 accordance with the mandates of the Labor Code and Wage Orders, § 11.

27 25. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
28 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in

1 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

2 26. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
3 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
4 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
5 §§ 226.7, 512, 558, Wage Orders, and Civil Code §§ 3287 and 3289.

6 **SECOND CAUSE OF ACTION**

7 **WAGE STATEMENT PENALTIES**

8 **(Against All Defendants)**

9 27. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and members of the Wage Statement Class with accurate and complete, itemized wage statements
14 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
15 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
16 period, and/or the correct name and address of the legal entity that is the employer in violation of
17 Labor Code § 226.

18 29. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
19 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
20 attorneys' fees, and costs of suit according to California Labor Code § 226.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

23 **(Against All Defendants)**

24 30. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
25 fully set forth herein.

26 31. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
27 states that "an employer shall indemnify his or her employees for all necessary expenditures or
28 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his

1 or obedience to the directions of the employer.”

2 32. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
3 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
4 performance of their job duties.

5 33. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the
6 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
7 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

8 **FOURTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(Against All Defendants)**

11 34. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
12 fully set forth herein.

13 35. Defendants have engaged and continue to engage in unfair and/or unlawful business
14 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 15 a. failing to provide Plaintiff and members of the Meal Period Class with all meal
16 periods to which they are entitled, and failing to pay them all meal period premium
17 wages due;
- 18 b. failing to pay Plaintiff and members of the Overtime Class all overtime and
19 doubletime wages due;
- 20 c. failing to issue accurate and itemized wage statements to Plaintiff and members of
21 the Wage Statement Class;
- 22 d. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
23 Penalty Class; and
- 24 e. failing to reimburse all necessary business expenses to Plaintiff and members of the
25 Expense Reimbursement Class.

26 36. Defendants’ utilization of these unfair and/or unlawful business practices deprived
27 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
28 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

1 Defendants' competitors who have been and/or are currently employing workers and attempting to
2 do so in honest compliance with applicable wage and hour laws.

3 37. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
4 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
5 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
6 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

7 38. The acts complained of herein occurred within the last four years immediately
8 preceding the filing of the Complaint in this action.

9 **FIFTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **(Against All Defendants)**

12 39. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
13 fully set forth herein.

14 40. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*
15 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved
16 Employees"), brings this representative action against Defendants to recover the civil penalties due
17 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
18 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
19 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
20 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
21 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
22 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
23 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
24 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
25 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
26 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
27 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
28 \$200 for each subsequent violation per employee per pay period for those violations of the Labor

1 Code for which no civil penalty is specifically provided, based on the following Labor Code
2 violations:

- 3 a. Failing to pay Aggrieved Employees all earned overtime, including
4 doubletime, compensation in violation of Labor Code §§ 204, 510, 558, 1194, and
5 1198;
- 6 b. Failing to provide all legally required meal periods, and failure to pay meal period
7 premium wages, to Aggrieved Employees at the regular rate of compensation in
8 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 9 c. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
10 statements in violation of Labor Code § 226;
- 11 d. Failing to timely pay all final wages and compensation earned by Aggrieved
12 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 13 e. Failure to reimburse Aggrieved Employees for all necessary business expenses in
14 violation of Labor Code § 2802;
- 15 f. Failing to timely pay all final wages and compensation earned by Aggrieved
16 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 17 g. Failing to pay Aggrieved Employees all earned wages at least twice during each
18 calendar month in violation of Labor Code § 204; and
- 19 h. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
20 of Labor Code §§ 1174 and 1198.

21 41. On or about March 26, 2024, Plaintiff notified Defendants via certified mail, and
22 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
23 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
24 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
25 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
26 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
27 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
28 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act

1 with respect to these violations.

2 42. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
3 under California Labor Code § 2699(g).

4 **SIXTH CAUSE OF ACTION**
5 **OVERTIME WAGE VIOLATIONS**
6 **(Against All Defendants)**

7 43. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
8 fully set forth herein.

9 44. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
10 Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages and
11 compensation for all overtime hours worked and provide a private right of action for the failure to
12 pay all overtime compensation for overtime work performed.

13 45. At all times relevant herein, Defendants were required to properly compensate non-
14 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
15 worked pursuant to Labor Code § 1194 and Wage Orders. Wage Orders, § 3 requires an employer
16 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
17 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
18 Class to work overtime hours but failed to compensate these employees for all overtime hours
19 actually worked.

20 46. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
21 members of the Overtime Class seek recovery of the balance of unpaid overtime,
22 including double time, wages, including interest thereon, statutory penalties, attorneys' fees, and
23 costs of suit according to Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil
24 Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

25 **SEVENTH CAUSE OF ACTION**
26 **WAITING TIME PENALTIES**
27 **(Against All Defendants)**

28 47. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though

1 fully set forth herein.

2 48. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
3 employer to pay all wages immediately at the time of separation of employment in the event the
4 employer discharges the employee or the employee provides at least 72 hours of notice of their
5 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
6 said employee's wages become due and payable not later than 72 hours upon said employee's last
7 date of employment.

8 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
9 to timely pay members of the Waiting Time Class all final wages due to them at their separation
10 from employment, including unpaid overtime wages as well as unpaid meal period premium wages.

11 50. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
12 matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting
13 Time Class all earned wages at the end of employment in a timely manner pursuant to the
14 requirements of Labor Code §§ 201-202.

15 51. Defendants' failure to pay all final wages was willful within the meaning of Labor
16 Code § 203. Defendants' willful failure to timely pay members of the Waiting Time Class their
17 earned wages upon separation from employment results in continued payment of daily wages up to
18 thirty days from the time the wages were due.

19 52. As a consequence of Defendants' unlawful practices, members of the Waiting Time
20 Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
23 this suit is brought against Defendants, as follows:

- 24 1. For an order certifying the proposed Classes;
- 25 2. For an order appointing Plaintiff as representative of the Classes;
- 26 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 27 4. Upon the First Cause of Action, for meal period premium wages according to proof
28 pursuant to Labor Code §§ 226.7, 512, and 558;

1 5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code §
2 226;

3 6. Upon the Third Cause of Action, for unreimbursed business expenses according to
4 proof pursuant to Labor Code § 2802;

5 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and members of the
6 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
7 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
8 *seq.*;

9 8. Upon the Fifth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
10 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
11 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
12 pay each employee and \$200 for each subsequent violation or willful or intentional violation
13 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
14 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
15 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
16 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
17 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
18 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
19 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
20 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
21 subsequent violation per employee per pay period for those violations of the Labor Code for which
22 no civil penalty is specifically provided;]

23 9. Upon the Sixth Cause of Action, for payment of overtime, including doubletime,
24 wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

25 10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code §
26 203;

27 11. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
28 and Civil Code §§ 3287 and 3289;

1 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
2 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

3 13. For such other and further relief, the Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands a trial by jury on all claims.

6
7 DATED: February 17, 2025

JUSTICE FOR WORKERS, P.C.

8
9 By: 

10 William C. Sung

11 Tiffany L. Luu

12 Attorneys for Plaintiff AMAYA NELSON
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PROOF OF SERVICE
AMAYA NELSON v. CLAIR GLOBAL CORP.
STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the county of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 9575 Bolsa Ave, Westminster, CA 92683.

On February 25, 2025, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above via Case Anywhere to:

Caitlin Sanders, Esq.
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Attorneys for Defendant Clair Global Corp.

☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

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

Executed on February 25, 2025 at Westminster, California.



Karen Bui