

pursuant to California Labor Code sections, 2699, et seq.

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REBECCA DOYLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

REBECCA DOYLE,

Plaintiff,

vs.

IGN ENTERTAINMENT, INC. (a
Delaware corporation), ZIFF DAVIS,
LLC. (a Delaware limited liability
company), and DOES 1 through 25,
inclusive,

Defendants.

Case No. **24STCV19370**

REPRESENTATIVE ACTION COMPLAINT

1. Violation of California Labor Code § 2699

Plaintiff Rebecca Doyle (hereinafter “Plaintiff”) brings this action against IGN Entertainment, Inc. (a Delaware s corporation), Ziff Davis, LLC (a Delaware limited liability company) and/or DOES 1 through 25, inclusive (hereinafter collectively referred to herein as “Defendants”). Plaintiff brings this case as a representative action pursuant to California Labor Code sections, 2699, *et seq.* on behalf of herself and others against whom one or more of the alleged violations was committed, namely, (1) all individuals who worked for Defendants in California as “independent contractors,” who should have been classified as employees, and (2) non-exempt employees, from May 28, 2023 until the conclusion of this action (hereinafter collectively referred to as the “Aggrieved Employees”). Plaintiff is an Aggrieved Employee against whom one or more of the

1 alleged violations was committed. The civil penalties sought by Plaintiff exceed the
2 minimal jurisdiction limits of the Superior Court and will be established according to
3 proof at trial.

4 **THE PARTIES**

5 1. Plaintiff is, and at all times mentioned in this complaint was, a resident of
6 Los Angeles, California.

7 2. Plaintiff is informed and believes and on that basis alleges that IGN
8 Entertainment, Inc. is a corporation organized and existing under the laws of Delaware.

9 3. Plaintiff is informed and believes and on that basis alleges that Ziff Davis,
10 LLC is a limited liability company organized and existing under the laws of Delaware.

11 4. Defendants' place of business, where some of the below-described
12 incidents took place, is in Los Angeles County, at 2231 South Barrington Avenue, Los
13 Angeles, CA 90064.

14 5. Plaintiff worked for Defendants at the 2231 South Barrington Avenue, Los
15 Angeles, CA 90064 location from April 5, 2023, until June 15, 2023. During the time
16 period relevant to this complaint, Plaintiff worked as a production manager.

17 6. The names and capacities of DOES 1 through 25, inclusive ("DOES") are
18 unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants
19 under fictitious names. Plaintiff is informed and believes, and thereupon alleges, that
20 each Defendant designated as a DOE is in some manner highly responsible for the
21 occurrences alleged herein, and that the injuries and damages to Plaintiff and the
22 Aggrieved Employees, as alleged herein, were proximately caused by the conduct of such
23 DOE defendants. Plaintiff will seek leave of the court to amend this complain to allege
24 the true names and capacities of such DOE defendants when ascertained.

25 7. Plaintiff is informed and believes, and thereon alleges, that each and every
26 one of the acts and omissions alleged herein were performed by, and/or attributable to,
27 all Defendants, each acting as agents and/or employers, and/or under the direction and
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1 control of, each of the other Defendants, and that said acts and failure to act were within
2 the course and scope of said agency, employment, and/or direction and control.

3 8. Plaintiff is informed and believes, and based thereon alleges, that each
4 Defendant acted in all respects pertinent to this action as the agent of the other
5 Defendants, that they carried out a joint scheme, business plan or policy in all respects
6 pertinent thereto, and that the acts of each Defendant are legally attributable to the other
7 Defendants.

8 9. All Defendants were responsible for the events and damages alleged herein,
9 including on the following bases: (a) Defendants committed the acts alleged; (b) at all
10 relevant times, one or more of the Defendants was the agent or employee, and/or acted
11 under the control or supervision of one or more of the remaining Defendants, and in
12 committing the acts alleged, acted within the course and scope of such agency and
13 employment and/or are otherwise liable for Labor Code violations against Plaintiff and
14 the Aggrieved Employees ; (c) at all relevant times, there existed a unity of ownership
15 and interest between or among two or more of the Defendants such that any individuality
16 and separateness between or among those defendants has ceased, and Defendants are the
17 alter egos of one another. Defendants exercised domination and control over one another
18 to such an extent that any individuality or separateness of Defendants does not, and at all
19 times herein mentioned did not, exist. Adherence to the fiction of the separate existence
20 of Defendants would permit abuse of the corporate privilege and would sanction fraud
21 and promote injustice. All actions of all Defendants were taken by employees,
22 supervisors, executives, officers, and directors during employment with all Defendants,
23 were taken on behalf of all Defendants, and were engaged in, authorized, ratified, and
24 approved of by all other Defendants.

25 **JURISDICTION AND VENUE**

26 10. The Superior Court of the State of California has jurisdiction over this
27 action pursuant to California Constitution Article VI, section 10, which grants the
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1 Superior Court “original jurisdiction in all cases except those given by statute to other
2 trial courts.”

3 11. The Superior Court of the State of California has jurisdiction in this matter
4 because Plaintiff is a resident of the State of California, the acts alleged herein took place
5 in California, and the relief is being sought against Defendants, whose violations of
6 California law form a significant basis for Plaintiff's claims. Further, no federal question
7 is at issue because the claims are based solely on California law.

8 12. Venue is proper in this judicial district and the County of Los Angeles
9 because Plaintiff worked for Defendants in Los Angeles County, Defendants maintain
10 offices and facilities and/or transact business in Los Angeles County, and Defendants’
11 illegal acts, which are the subject of this action, occurred in Los Angeles County. Thus, a
12 substantial portion of the transactions and occurrences related to this action occurred in
13 this county. Cal. Civ. Proc. Code § 395.

14 **GENERAL ALLEGATIONS**

15 13. Plaintiff was employed by Defendants from April 5, 2023, through June
16 15, 2023.

17 14. Defendants hired Plaintiff as an independent contractor and required her to
18 sign an independent contractor agreement with IGN Entertainment, Inc.

19 15. While Plaintiff was working as an independent contractor, Defendants did
20 not document her work hours, or pay her minimum wages or overtime, nor did they
21 provide meal and rest breaks, pay premium pay, or provide paid sick leave.

22 16. Plaintiff reported that she believed that her independent contractor status
23 was unlawful. After approximately two weeks, Defendants changed Plaintiff’s status
24 from independent contractor to employee and provided an offer of employment with Ziff
25 Davis, LLC. However, her wage statements listed her employer as IGN Entertainment,
26 Inc.

1 17. Defendants' misclassification of Plaintiff and the Aggrieved Employees as
2 independent contractors give rise to many other violations of the Labor Code and
3 applicable Wage Order.

4 18. IWC Wage Order No. 12 applies to this matter because that is the industry
5 order that applies to the motion picture industry, the industry in which Plaintiff and the
6 Aggrieved Employees worked for Defendants. Labor Code section 1198 states that
7 employment of any employee for longer hours than those fixed by the order or under
8 conditions of labor prohibited by the order is unlawful.

9 19. Under Wage Order No. 12, section 2(F) an "employer" is defined as any
10 person, "who directly or indirectly, or through an agent or any other person, employs or
11 exercises control over the wages, hours, or working conditions of any person."

12 20. Under the Wage Order's definition of employer, both IGN Entertainment,
13 Inc. and Ziff Davis, LLC were Plaintiff's employers, as each of them exercised control
14 over her wages, hours, or working conditions.

15 21. During the relevant time period, Defendants willfully misclassified
16 Plaintiff and many Aggrieved Employees as independent contractors. In reality they
17 were Defendants' employees, and as such, were entitled to minimum wages, overtime,
18 meal periods, rest periods, premium pay for missed meal and rest periods, paid sick leave,
19 accurate itemized wage statements, and timely payment of wages. Because of the
20 misclassification, Defendants provided none of that.

21 22. Plaintiff internally reported that Defendants were violating the Labor Code
22 by misclassifying workers as independent contractors rather than employees. She also
23 reported that she had been subjected to comments that created a hostile work
24 environment in violation of the Fair Employment and Housing Act ("FEHA").

25 23. In retaliation for those complaints, Defendants terminated her
26 employment, effective June 15, 2023.

27 24. The termination letter Defendants provided to Plaintiff referenced her
28 termination from Ziff Davis, LLC.

1 25. Defendants never paid Plaintiff the wages or premiums owed to her.

2 **MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT CONTRACTORS**

3 26. Defendants purported to classify Plaintiff and other Aggrieved Employees
4 as independent contractors, rather than employees. Under California law, an individual
5 cannot be classified as an independent contractor unless the hiring entity can prove all
6 the following:

7 A. The worker is free from the control and direction of the hiring entity in
8 connection with the performance of the work, both under the contract for the
9 performance of the work and in fact;

10 B. The worker performs work that is outside the usual course of the hiring
11 entity's business; and

12 C. The worker is customarily engaged in an independently established trade,
13 occupation, or business of the same nature as that involved in the work performed.

14 See Lab. Code § 2775(b)(1).

15 27. Defendants cannot satisfy any of these requirements for Plaintiff or other
16 Aggrieved Employees. They cannot satisfy (A) because they directly controlled when,
17 where, and how they worked and required them to report to and take direction from a
18 supervisor. Defendants cannot satisfy (B) because Defendants are an entertainment
19 enterprise and they engaged Plaintiff and the other Aggrieved Employees to perform
20 services that are at the core of Defendants' business. Defendants cannot satisfy (C)
21 because most contractors worked for Defendants on a full-time basis and did not
22 maintain independent businesses.

23 28. To the extent Defendants engaged any individuals who were exempt from
24 the "ABC Test" set forth in Labor Code section 2775, those individuals were still
25 misclassified under the *Borello* test.

26 29. Upon information and belief, Defendants' classification of workers as
27 independent contractors is a "default" position regardless of whether the classification is
28 lawful, and they did so willfully to avoid their legal obligations employers.

1 30. This willful misclassification of employees as independent contractors is
2 unlawful under Labor Code section 226.8.

3 31. The civil penalties for willful misclassification are substantial. They are
4 between \$5,000 and \$15,000 for each violation, and between \$10,000 and \$25,000 for
5 each violation where the employer engaged in a pattern or practice of misclassification.
6 Cal. Lab. Code § 226.8.

7 32. Defendants have engaged in a pattern or practice of misclassifying
8 employees as independent contractors. Therefore, the maximum penalties are warranted.

9 33. Defendants' misclassification of Plaintiff and the Aggrieved Employees
10 gives rise to many other violations of the Labor Code, which upon information and belief,
11 it also commits against their non-exempt employees.

12 **FAILURE TO PAY MINIMUM WAGES**

13 34. California Labor Code sections 1194, 1197, and 1197.1 provide that the
14 minimum wage must be paid to employees and that payment of a lesser wage is unlawful.

15 35. Defendants misclassified the Aggrieved Employees as independent
16 contractors and did not pay them minimum wages for all hours worked.

17 36. Defendants therefore regularly failed to pay minimum wages to Plaintiff
18 and the Aggrieved Employees as required pursuant to California Labor Code sections
19 1194, 1197, and 1197.1.

20 **FAILURE TO PAY OVERTIME**

21 37. Plaintiff incorporates by reference, and realleges as if fully stated herein,
22 each and every allegations set forth above.

23 38. California Labor Code section 1198 and the applicable Industrial Welfare
24 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
25 compensating them at a rate of pay either time-and-a-half or two-times that person's
26 regular rate of pay, depending on the number of hours worked on a daily or weekly basis.

27 39. Specifically, the applicable IWC Wage Order provides that Defendants are
28 and were required to pay Plaintiff and the Aggrieved Employees at the rate of one-and-

1 one-half their regular rate of pay for all hours worked in excess of eight (8) hours in a day
2 or more than forty (40) hours in a workweek.

3 40. The applicable IWC Wage Order further provides that Defendants are and
4 were required to pay Plaintiff and the Aggrieved Employees overtime compensation at a
5 rate of two times their regular rate of pay for all hours worked in excess of twelve (12)
6 hours in a day and for all hours worked in excess of (8) hours on the seventh day of work
7 in a workweek.

8 41. California Labor Code section 510(a) codifies the right to overtime
9 compensation at one-and-one-half times the regular rate of pay for hours worked in
10 excess of eight (8) hours in a day or forty (40) hours in a week and for the first eight (8)
11 hours worked on the seventh day of work, and twice the regular rate for hours worked in
12 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh
13 day of work.

14 42. During the relevant time period, Plaintiff and the Aggrieved Employees
15 regularly worked hours that triggered their right to overtime compensation, but
16 Defendants intentionally and willfully failed to pay overtime wages to Plaintiff and the
17 Aggrieved Employees.

18 43. Defendants' failure to pay Plaintiff and the Aggrieved Employees overtime
19 compensation as required by law violates the provisions of the applicable Wage Order
20 and California Labor Code sections 510(a) and 1198.

21 **FAILURE TO PROVIDE MEAL PERIODS**

22 44. IWC Wage Order 12, section A, states that "no employer shall employ any
23 person for a work period of more than six (6) hours without a meal period of not less than
24 30 minutes, nor more than one (1) hour. Subsequent meal period for all employees shall
25 be called no later than six (6) hours of the termination of the preceding meal period."

26 45. Plaintiff and the Aggrieved Employees worked for periods of longer than
27 six (6) hours, and Defendants did not provide these meal periods as required by law.
28

1 46. Defendants intentionally and willfully required Plaintiff and the Aggrieved
2 Employees to miss their meal periods and take meal periods that were late, shortened, or
3 interrupted, and failed to pay Plaintiff and the Aggrieved Employees the required meal
4 premiums for the missed, late, and shortened meal periods.

5 47. California Labor Code section 226.7(b) provides that no employer shall
6 require an employee to work during any meal or rest period mandated by an applicable
7 order of the California IWC.

8 48. Defendants' conduct violates Wage Order 12, subdivisions 11(A) and
9 (B) and California Labor Code sections 226.7(b) and 1198.

10 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

11 49. IWC Wage Order 12, subdivision 12(A), provides that “[e]very employer
12 shall authorize and permit all employees to take rest periods, which insofar as practicable
13 shall be in the middle of each work period” and that the “rest period time shall be based
14 on the total hours worked daily at the rate of ten (10) minutes rest time per four (4)
15 hours or major fraction thereof unless the total daily work time is less than three and one-
16 half (3.5) hours.”

17 50. At all relevant times, California Labor Code section 226.7(b) provides that
18 no employer shall require a non-exempt employee to work during any meal or rest period
19 mandated by an applicable order of the California IWC.

20 51. During the relevant time period, Defendants required Plaintiff and the
21 Aggrieved Employees to work more than three and one-half (3.5) hours without
22 authorizing or permitting a ten (10) minute rest period for each four (4) hour work period.

23 52. During the relevant time period, Defendants willfully required Plaintiff and
24 the Aggrieved Employees to work during rest periods, failed to allow Plaintiff and the
25 Aggrieved Employees to take any rest period and/or failed to authorize and permit
26 Plaintiff and the Aggrieved Employees to take uninterrupted, duty-free rest breaks.

27 53. Defendants' conduct violates the applicable IWC Wage Order, subdivisions
28 12(A) and (B) and California Labor Code section 226.7(b) and 1198.

1 **FAILURE TO PAY MEAL AND REST PREMIUMS**

2 54. Pursuant to Labor Code Section 226.7(c), employers that fail to provide an
3 employee a meal or rest period in accordance with state law “shall pay the employee one
4 additional hour of pay at the employee’s regular rate of compensation for each workday
5 that the meal or rest or recovery period is not provided.”

6 55. Defendants violated Labor Code section 226.7(c) because it failed to pay
7 premiums for all missed and non-compliant meal and/or rest periods to Plaintiff and the
8 Aggrieved Employees.

9 56. To the extent Defendants did pay premiums, they failed to do so in a lawful
10 manner. Any premiums paid were at employees’ hourly rate of pay. However, that does
11 not comply with California law. The California Supreme Court held that term “regular
12 rate of compensation” in section 226.7(c) has the same meaning as “regular rate of pay”
13 in section 510(a) [i.e., the regular rate used for overtime] and encompasses not only
14 hourly wages but all nondiscretionary payments for work performed by the employee.
15 *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021).

16 57. To the extent Defendants paid meal and rest premiums at all, it underpaid
17 meal or rest premiums to all Aggrieved Employees each week that those employees also
18 earned other pay, including but not limited to bonus payments, commissions, shift
19 differentials, and retroactive pay increases, which should have been included in the
20 regular rate of compensation but were not.

21 **UNTIMELY PAYMENT OF WAGES**

22 58. California Labor Code section 204 provides that all wages earned by any
23 person in any employment between the 1st and 15th days, inclusive, of any calendar
24 month, other than those wages due upon termination of employment, are due and payable
25 between the 16th and 26th day of the month during which the labor was performed.

26 59. California Labor Code section 204 provides that all wages earned by any
27 person in any employment between the 16th and the last day, inclusive, of any calendar
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1 month, other than those wages due upon termination of any employee, are due and
2 payable between the 1st and 10th day of the following month.

3 60. California Labor Code section 204 provides that all wages earned for labor
4 in excess of the normal work period shall be paid no later than the payday for the next
5 regular payroll period.

6 61. Due to the Labor Code violations alleged herein, during the relevant time
7 period, Defendants intentionally and willfully failed to pay Plaintiff and all Aggrieved
8 Employees all wages due, within any time period permissible under California Labor
9 Code section 204.

10 **UNTIMELY PAYMENT OF FINAL WAGES**

11 62. California Labor Code sections 201 and 202 provide that if an employer
12 discharges an employee, the wages earned and unpaid at the time of discharge are due
13 and payable immediately, and if an employee quits his or her employment, his or her
14 wages shall become due and payable not later than seventy-two hours thereafter, unless
15 the employee has given seventy-two hours' notice of his or her intention to quit, in which
16 case, the employee is entitled to his or her wages at the time of quitting.

17 63. Defendants intentionally and willfully failed to Plaintiff and the Aggrieved
18 Employees who no longer work for Defendants, upon termination all of their wages,
19 earned and unpaid, including but not limited to overtime wages and premium pay as
20 required by law.

21 64. This failure to pay earned and unpaid wages is a violation of California
22 Labor Code sections 201 and 202.

23 65. California Labor Code section 203 provides that if an employer willfully
24 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the
25 employee shall continue as a penalty ("waiting time penalty") from the due date thereof
26 at the same rate or until paid or until an action is commenced; but the wages shall not
27 continue for more than thirty (30) days.
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1 66. For Plaintiff and other Aggrieved Employees who no longer work for
2 Defendants, their wages have been due and owing and Defendants' failure to pay was
3 willful. Thus, Defendants also violated Labor Code section 203 by failing to pay
4 penalties owed..

5 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

6 67. California Labor Code section 226(a) provides that every employer shall
7 furnish each of its employees an accurate itemized statement in writing showing: (1)
8 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
9 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
10 all deductions, provided that all deductions made on written orders of the employee may
11 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
12 period for which the employee is paid, (7) the name of the employee and only the last four
13 digits of his or her social security number or an employee identification number other
14 than a social security number, (8) the name and address of the legal entity that is the
15 employer, and (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.

17 68. Defendants either did not provide wage statements to workers whom it
18 misclassified as independent contractors, or the wage statements it did provide did not
19 accurately reflect the hours worked or gross wages earned.

20 69. Because of Defendants' violation of California Labor Code section 226(a),
21 Plaintiff and the Aggrieved Employees have suffered injury and damage to their
22 statutorily protected rights.

23 70. Plaintiff and the Aggrieved Employees were denied both their right to
24 receive, and their protected interest in receiving, accurate and itemized wage statements
25 pursuant to California Labor Code section 226(a).

26 **FAILURE TO MAINTAIN RECORDS OF EMPLOYEE WORK TIME**

27 71. Labor Code section 1174(d) requires employers to keep payroll records
28 showing the hours worked daily by and the wages paid to its employees.

1 72. Based on the Labor Code violations alleged herein, Defendants violated
2 this section by failing to keep records of the work hours for the Aggrieved Employees.

3 73. Section 1174.5 provides that employers that fail to maintain these records
4 shall be subject to a civil penalty of \$500 for each Aggrieved Employee.

5 **DENIAL OF PAID SICK LEAVE**

6 74. Labor Code section 246 requires employers to provide employees with paid
7 sick leave. Defendants violated this requirement by failing to provide paid sick leave to
8 all Aggrieved Employees whom it misclassified as independent contractors.

9 **RETALIATION**

10 75. At all relevant times, California Labor Code section 1102.5 was in effect
11 and was binding on Defendants. This statute prohibits Defendants from retaliating
12 against any employee, including Plaintiff, for raising complaints about violation or non-
13 compliance with a law or regulation, either to a person with authority over Plaintiff or to
14 an employee who has authority to investigate, discover, or correct the violation or non-
15 compliance.

16 76. Plaintiff reported to Defendants that they were misclassifying employees
17 as independent contractors and that she had been subjected to comments that created a
18 hostile work environment in violation of the FEHA.

19 77. In retaliation for those complaints, Defendants terminated her
20 employment, effective June 15, 2023

21 78. Defendants' conduct violated Labor Code section 1102.5.

22 79. California Labor Code section 1102.5(f) authorizes a civil penalty of up to
23 \$10,000 for each violation of section 1102.5.

24 **FIRST CAUSE OF ACTION**

25 **Violation of California Labor Code § 2699, et seq.**

26 **(Against All Defendants)**

27 80. Plaintiff brings her only cause of action as a representative action on behalf
28 of herself and other Aggrieved Employees in the capacity as a private attorney general

1 pursuant to the Private Attorneys General Act of 2004, California Labor Code section
2 2699, *et seq.* (“PAGA”).

3 81. PAGA specifically provides for a private right of action to recover civil
4 penalties for violations of the Labor Code as follows: “Notwithstanding any other
5 provision of law, any provision of this code that provides a civil penalty to be assessed
6 and collected by the Labor Workforce Development Agency or any of its departments,
7 divisions, commissions, boards, agencies, or employees, for a violation of this code, may,
8 as an alternative, be recovered through a civil action brought by an aggrieved employee
9 on behalf of himself or herself and other current or former employees pursuant to the
10 procedures specified in Section 2699.3.” California Labor Code § 2699(a).

11 82. Plaintiff was employed by Defendants, and the Labor Code violations
12 alleged above were committed against her during the time of her employment. Plaintiff
13 and the other of Defendants are therefore “aggrieved employees” as defined by
14 California Labor Code section 2699(c) in that they are all current or former employees of
15 Defendants, and one or more of the alleged violations were committed against them.

16 83. As set forth in detail above, during all times relevant to this Action,
17 Defendant has routinely subjected Plaintiff and the Aggrieved Employees to violations of
18 the California Labor Code by:

19 (a) Misclassifying Plaintiff and the Aggrieved Employees as independent
20 contractors in violation of Labor Code § 226.8;

21 (b) Failing to pay Plaintiff and the Aggrieved Employees minimum wages
22 in violation of Labor Code § 510 and 1198 and the applicable Wage
23 Order;

24 (c) Failing to pay Plaintiff and the Aggrieved Employees all earned
25 overtime compensation in violation of Labor Code § 510 and 1198 and
26 the applicable Wage Order;

- (d) Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees in violation of Labor Code 1198 and the applicable Wage Order;
- (e) Failing to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods in violation of Labor Code §§ 226.7(b), 1198, and the applicable Wage Order;
- (f) Failing to pay Plaintiff and the Aggrieved Employees premium pay for each meal or rest period not provided, authorized, or permitted, in violation of Labor Code § 226.7(c);
- (g) Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204;
- (h) Failing to timely pay Plaintiff and the Aggrieved Employees final wages in violation of Labor Code §§ 201 and 202.
- (i) Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate itemized wage statements in violation of Labor Code § 226(a);
- (j) Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order;
- (k) Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code section 2802.
- (l) Failing to provide paid sick leave in violation of Labor Code § 246; and
- (m) Retaliating against Plaintiff in violation of Labor Code § 1102.5.

84. Pursuant to California Labor Code sections 2699 and 2699.3, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code

violations described above, including but not limited to penalties under California Code of Regulations Title section 11040, and penalties under California Labor Code sections 2699(f), 558, 210, 226.8, 1197.1, 226, 226.3, 1174.5, 1197.1, and 1102.5(f), and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of applicable penalties, in all, is in an amount to be shown according to proof at trial.

85. Plaintiff has exhausted her administrative remedies pursuant to Labor Code section 2699.3. On May 28, 2024, Plaintiff's counsel submitted, via online filing with the LWDA and certified mail to Defendants, notice of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories that support those violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required by Labor Code section 2699.3. As of the filing of this Complaint, 65 days have elapsed since the filing of the notice, and the LWDA has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for herself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

86. Plaintiff was compelled to retain the services of counsel to file this Action to protect her interests and those of the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of all other aggrieved employees, and as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

- a. For the imposition of civil penalties pursuant to California Labor Code sections 2699(f), 558, 210, 226.8, 1197.1, 226, 226.3, 1174.5, 1197.1 and 1102.5(f)

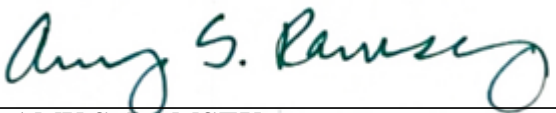
1 and all other penalties allowed by the California Labor Code and/or other
2 applicable statutes;

3 b. For statutory attorneys' fees and costs pursuant to 2699(k)(1) of the
4 California Labor Code; and

5 c. For such other relief as the court deems just and proper.
6

7 Dated: August 2, 2024

ADVANTAGE ADVOCATES, P.C.

8
9 By: 

10 AMY S. RAMSEY
11 Attorney for Plaintiff
12 REBECCA DOYLE
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