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9 Attorneys for Plaintiff NAOMY VANNESSA OTZOY

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

13 NAOMY VANNESSA OTZOY, on behalf of
 herself and all others similarly situated, and
 14 the general public,

15 *Plaintiff,*

16 v.

17 RIGHT AT SCHOOL, LLC, a Delaware
 corporation; and DOES 1 through 50,
 18 inclusive,

19 *Defendants.*

FILED
 Superior Court of California
 County of Los Angeles
07/24/2024
 David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

Case No.: 24STCV12460

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 Written 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);
8. Failure to Pay Split-Shift Premiums (IWC Order 1-15, § 4); and
9. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
10. Civil Penalties (Lab. Code § 2698, *et seq.*)

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JURY TRIAL DEMANDED

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

3 **INTRODUCTION**

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

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

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

23 **JURISDICTION AND VENUE**

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

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

1 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
2 maintains offices, transacts business and/or has an agent therein.

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

6 **PARTIES**

7 5. Plaintiff NAOMY VANNESSA OTZOY is, and at all relevant times mentioned
8 herein, an individual residing in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges that Defendant RIGHT AT
10 SCHOOL, LLC is, and at all relevant times mentioned herein, a Delaware corporation doing business
11 in the State of California.

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

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

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

1 and omissions alleged herein.

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

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

- 8 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
9 separately, and/or any staffing agencies and/or any other third parties in hourly or
10 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”).
- 11 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
12 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.
- 13 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
14 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.
- 15 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
16 separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
17 entered.
- 18 e. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
19 time from four years prior to the filing of this action and ending on the date that
final judgment is entered in this action, worked for more than 30 days for
20 Defendants, and were not paid for at least one hour of sick time for every 30 hours
of work thereafter, or at least 3 days of sick time for every 12-month period of
employment.
- 21 f. **Wage Statement Class:** All persons employed by Defendants in California during
22 the period beginning one year before the filing of this action and ending when final
judgment is entered.
- 23 g. **Split-Shift Premium Sub-Class:** All **Hourly Employee Class** members, who did
24 not reside at the place of their employment with Defendants and whose work
schedules were interrupted by non-paid and non-working time periods, which were
25 longer than bona fide meal or rest periods, and were established by Defendants.
- 26 h. **Expense Reimbursement Class:** All persons employed by Defendants in
California who incurred business expenses during the **Relevant Time Period**.
- 27 i. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
28 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

1 action.

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

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

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

- 12 a. Whether Defendants maintained a policy or practice of failing to provide
13 employees with their rest periods;
- 14 b. Whether Defendants maintained a policy or practice of failing to provide
15 employees with their meal periods;
- 16 c. Whether Defendants failed to pay premium wages to class members when they
17 have not been provided with meal and rest periods at the appropriate rates of pay;
- 18 d. Whether Defendants failed to pay minimum and/or overtime wages to class
19 members for all time worked;
- 20 e. Whether Defendants failed to pay proper sick time pay;
- 21 f. Whether Defendants failed to provide class members with accurate written wage
22 statements as a result of providing them with written wage statements with
23 inaccurate entries for, among other things, amounts of gross and net wages, and
24 total hours worked;
- 25 g. Whether Defendants applied policies or practices that result in late and/or
26 incomplete final wage payments;
- 27 h. Whether Defendants failed to pay proper shift-split premiums;
- 28 i. Whether Defendants failed to reimburse class members for all necessary business

1 expenses incurred during the discharge of their duties;

2 j. Whether Defendants are liable to class members for waiting time penalties under
3 Labor Code section 203; and

4 k. Whether class members are entitled to restitution of money or property that
5 Defendants may have acquired from them through unfair competition;

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

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

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

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

28 ///

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. First, Plaintiff and Class Members were also consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Defendants required Plaintiff and Class Members to conduct work before clocking in at their scheduled shift start time; the pre-shift work included facility and schedule organization, and paperwork. Additionally, Defendants required Plaintiff and Class Members to conduct work activities after clocking out at their scheduled shift end time, such as cleaning and maintaining facilities, as well as communicating with management. Finally, Defendants required Plaintiff and Class Members to conduct work activities during their unpaid, uninterrupted meal periods, discussed herein. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

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

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

23. Plaintiff and Class Members were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Class Members of their meal and rest period rights; and (3) Defendants' practice of requiring putative class members to continue working through their meal and

1 rest periods due to the excessive workload.

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

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

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

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

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

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

26 30. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
27 issues to Plaintiff and Class Members failed to state "the name and address of the legal entity that is
28 the employer."

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

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

33. Plaintiff and Class Members were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Defendants required Plaintiff and Class Members to use their personal cell phones for work-related activities, incurring expenses for phone and internet use, as well as phone and application maintenance. Additionally, Plaintiff and Class Members were required to purchase supplies and snacks to carry out their jobs, incurring costs for purchase and transportation. Defendant never reimbursed Plaintiff and Class members for these necessary work-related expenses.

34. Defendant also required Plaintiff and Class Members to work split-shifts, and had same-day shifts interrupted by non-work, unpaid shifts where Plaintiff and Class Members were not able to spend the interruption at Defendants' premises.

35. Finally, Defendants had a common policy and practice of systemically failing to pay Plaintiff and Class Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and Class Members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

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

(Plaintiff and Meal Period Sub-Class)

36. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if

1 fully alleged herein.

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

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

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

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

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

18 42. Section 11 of the applicable Wage Order states:

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

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

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

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

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

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

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

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

27 50. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
28 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest

1 thereon, and costs of suit.

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

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE REST PERIODS**

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

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

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

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

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

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

22 56. Compensation for missed rest periods constitutes wages within the meaning of Labor
23 Code section 200.

24 57. Labor Code section 1198 makes it unlawful to employ a person under conditions that
25 violate the Wage Order.

26 58. Plaintiff alleges that, at all relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
28 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or

major fraction thereof, as required by the applicable Wage Order.

59. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class** members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest Period Sub-Class** members to continue working through their rest breaks due to the excessive workload and maintaining and monitoring their cellular phones during breaks.

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

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

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

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

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

(Plaintiff and Hourly Employee Class)

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

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

65. Section 2 of the applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of the employer, and includes all the time the employee

1 is suffered or permitted to work, whether or not required to do so.”

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

5 67. Labor Code section 1194 invalidates any agreement between an employer and an
6 employee to work for less than the minimum or overtime wage required under the applicable Wage
7 Order.

8 68. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
9 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
10 to the underlying unpaid minimum wages and interest thereon.

11 69. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
12 than the minimum wage required under the applicable Wage Order for all hours worked during a
13 payroll period.

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

17 71. Labor Code section 1198 makes it unlawful for employers to employ employees under
18 conditions that violate the applicable Wage Order.

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

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

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

1 worked on the seventh consecutive day of one workweek.

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

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

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

12 78. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
13 overtime for all hours worked, at the proper rates of pay. First, Plaintiff and **Hourly Employee Class**
14 members were also consistently required to perform work, off-the-clock, for which they were not paid
15 wages. Specifically, Defendants required Plaintiff and **Hourly Employee Class** members to conduct
16 work before clocking in at their scheduled shift start time; the pre-shift work included facility and
17 schedule organization, and paperwork. Additionally, Defendants required Plaintiff and **Hourly**
18 **Employee Class** members to conduct work activities after clocking out at their scheduled shift end
19 time, such as cleaning and maintaining facilities, as well as communicating with management.
20 Finally, Defendants required Plaintiff and **Hourly Employee Class** members to conduct work
21 activities during their unpaid, uninterrupted meal periods, discussed herein. The forgoing and
22 uncompensated working time was under the direction and control of Defendants, for which no wages
23 were paid.

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

28 80. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on

1 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
2 overtime wages, interest thereon and costs of suit.

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

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO PAY PROPER SICK PAY**

8 **(Lab. Code § 246)**

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

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

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

17 84. Additionally, Subsection (l) of Section 246 provides:

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

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

23 85. Defendants had a common policy and practice of systemically failing to pay Plaintiff
24 and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law.
25 Specifically, Plaintiff and **Sick Pay Class** Members worked for Defendants for more than 30 days,
26 but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick
27 time for every 12 month period of work.

28 86. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages

1 pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and
2 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties
3 pursuant to Labor Code § 558(a).

4 **FIFTH CAUSE OF ACTION**

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

6 **(Lab. Code § 226)**

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

8 87. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
9 herein.

10 88. Labor Code section 226(a) states:

11 An employer, semimonthly or at the time of each payment of wages,
12 shall furnish to his or her employee, either as a detachable part of the
13 check, draft, or voucher paying the employee's wages, or separately if
14 wages are paid by personal check or cash, an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours
16 worked by the employee, except as provided in subdivision (j), (3) the
17 number of piece-rate units earned and any applicable piece rate if the
18 employee is paid on a piece-rate basis, (4) all deductions, provided that
19 all deductions made on written orders of the employee may be
20 aggregated and shown as one item, (5) net wages earned, (6) the
21 inclusive dates of the period for which the employee is paid, (7) the
22 name of the employee and only the last four digits of his or her social
23 security number or an employee identification number other than a
24 social security number, (8) the name and address of the legal entity that
25 is the employer and, if the employer is a farm labor contractor, as
26 defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the
employee and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

27 89. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
28 "detachable part of the check" provision and the "accurate itemized statement in writing" provision

1 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
2 retains the right to elect to receive a written paper stub or record and that those who are provided with
3 electronic wage statements retain the ability to easily access the information and convert the electronic
4 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

5 90. Plaintiff is informed and believes that, at all relevant times during the applicable
6 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
7 with written wage statements as described above. Additionally, the wage statements issued to class
8 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
9 described above.

10 91. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
11 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
12 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
13 provided in electronic format in violation of Labor Code § 226.

14 92. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
15 issues to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the
16 legal entity that is the employer."

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

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

1 agencies.

2 95. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
3 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
4 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
5 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
6 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

7 **SIXTH CAUSE OF ACTION**

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

9 **(Lab. Code §§ 201-203)**

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

11 96. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
12 herein.

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

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

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

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

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

28 102. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to

1 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful
2 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
3 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
4 requirements.

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

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

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY**

13 **(Lab. Code § 2802)**

14 **(Plaintiff and Reimbursement Class)**

15 105. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 106. Labor Code section 2802(a) states:

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

21 107. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
22 business expenses incurred in executing their duties under Defendant's employ. Specifically,
23 Defendants required Plaintiff and **Expense Reimbursement Class** members to use their personal cell
24 phones for work-related activities, incurring expenses for phone and internet use, as well as phone
25 and application maintenance. Additionally, Plaintiff and **Expense Reimbursement Class** members
26 were required to purchase supplies and snacks to carry out their jobs, incurring costs for purchase and
27 transportation. Defendant never reimbursed Plaintiff and **Expense Reimbursement Class** members
28 for these necessary work-related expenses.

108. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to 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.

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

EIGHTH CAUSE OF ACTION

FAILURE TO PAY SPLIT-SHIFT PREMIUMS

(Industrial Welfare Commission Wage Order 1-15, § 4)

(Plaintiff and Hourly Employee Class)

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

111. At all relevant times, Plaintiff and **Split-Shift Sub-Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

112. Section 4 of the applicable Industrial Welfare Commission Wage Order imposes an affirmative obligation on employers to pay non-exempt employees one (1) hour's pay at the minimum wage in addition to the minimum wage for that workday when an employee works a split shift.

113. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of failing to pay premium wages to **Split-Shift Sub-Class** members when their schedules were interrupted by non-paid and non-working time periods established by the employer. The time periods between these shifts were longer than a bona fide meal or rest periods and were for the benefit of the employer.

114. At no time did the **Split-Shift Sub-Class** members reside at the place of their employment.

115. As a result of Defendants' unlawful conduct, Plaintiff and **Split-Shift Sub-Class** members have suffered damages in an amount, subject to proof, to the extent they were not paid the full amount of split-shift premiums earned during each pay period during the applicable limitations

1 period.

2 116. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
3 and the **Split-Shift Sub-Class** members, seeks to recover unpaid premium wages, interest thereon,
4 and costs of suit.

5 117. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
6 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Split-**
7 **Shift Sub-Class** members, seeks to recover reasonable attorneys' fees.

8 **NINTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

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

11 **(Plaintiff and UCL Class)**

12 118. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
13 herein.

14 119. Business and Professions Code section 17200 defines "unfair competition" to include
15 any unlawful business practice.

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

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

23 122. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
24 THIRD, FOURTH, SEVENTH and EIGHTH causes of action herein.

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

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

27 125. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
28 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,

1 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
2 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
3 alleged herein.

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

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

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

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

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

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

25 132. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
26 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
27 Defendants, and each of them, and their agents and employees, from further violations of the Labor
28 Code and applicable Wage Orders.

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

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

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

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

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

22 **TENTH CAUSE OF ACTION**

23 **CIVIL PENALTIES**

24 **(Lab. Code §§ 2698, *et seq.*)**

25 138. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26 139. During the applicable limitations period, Defendants have violated Labor Code §§
27 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12,
28 ///

1 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

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

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

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

17 143. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
18 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 246,
19 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 20 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 246, 1174, 1194, 1198
21 and 2802, one hundred dollars (\$100) for each employee per pay period for
22 each initial violation and two hundred dollars (\$200) for each employee per
23 pay period for each subsequent violation (penalties set by Labor Code §
24 2699(f)(2));

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 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
2 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 3 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
4 employee for each initial violation that was neither willful nor intentional, two
5 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
6 withheld from each employee, for each initial violation that was either willful
7 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
8 five percent (25%) of the amount unlawfully withheld from each employee,
9 for each subsequent violation, regardless of whether the subsequent violation
10 was either willful or intentional (penalties set by Labor Code § 210);
- 11 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
12 employee for each initial violation that was neither willful nor intentional, two
13 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
14 the amount unlawfully withheld from each employee, for each initial violation
15 that was either willful or intentional, and two hundred dollars (\$200) for each
16 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
17 from each employee, for each subsequent violation, regardless of whether the
18 subsequent violation was either willful or intentional (penalties set by Labor
19 Code § 225.5);
- 20 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
21 citation, two hundred and fifty dollars (\$250) for each employee for each
22 violation. Alternatively, if an initial citation or its equivalent occurred before
23 the filing of this action, one thousand dollars (\$1,000) for each employee for
24 each violation (penalties set by Labor Code § 226.3);
- 25 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
26 employee for each initial pay period for which the employee was underpaid,
27 and one hundred dollars (\$100) for each employee for each subsequent pay
28 period for which the employee was underpaid (penalties set by Labor Code §

558);

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, the State of California, 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;

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- 1 l. Civil penalties;
- 2 m. Costs of suit;
- 3 n. Reasonable attorneys' fees; and
- 4 o. Such other relief as the Court deems just and proper.

5
6 Dated: July 24, 2024

D.LAW, INC.

7
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9 _____
10 Emil Davtyan
11 David Yeremian
12 David Keledjian
13 Kevin Burns
14 Attorneys for Plaintiff
15 NAOMY VANNESSA OTZOY, and the putative
16 class
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DEMAND FOR JURY TRIAL

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

Dated: July 24, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
Kevin Burns
Attorneys for Plaintiff
NAOMY VANNESSA OTZOY, and the putative
class

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