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SUPERIOR COURT STATE OF CALIFORNIA

COUNTY OF ALAMEDA

JEFF WEEKS, an individual, on behalf of
himself and similarly situated individuals,

Plaintiff(s),

v.

THISTLE HEALTH, INC., a California
Corporation, WORKFORCE AS A
SERVICE, INC. D/B/A WORKWHILE, a
California Corporation, DOES 1-20,
inclusive,

Defendant(s).

Case No.: **24CV080129**

CLASS ACTION COMPLAINT

- 1. Failure to Pay State Minimum Wage**
(Lab. Code § 1197, 1194, 1194.2)
- 2. Failure to Pay Overtime** (Lab. Code §
510, 1194, 1194.2)
- 3. Failure to Provide Meal Breaks** (Lab.
Code §§ 510, 226.7)
- 4. Failure to Provide Rest Breaks** (Lab.
Code §§ 512, 226.7)
- 5. Failure to Reimburse Work-Related
Expenses** (Lab. Code § 2802)
- 6. Failure to Timely Pay Wages During
Employment** (Lab. Code §§ 204, 210)
- 7. Failure to Provide Accurate Pay Stubs**
(Lab. Code § 226)
- 8. Violation of Unfair Competition Law**
(Bus. & Prof. Code § 17200)

PLAINTIFF DEMANDS JURY TRIAL

INTRODUCTION

1. Plaintiff and similarly situated employees bring this class action based on alleged violations by Defendants of the California Labor Code and applicable Industrial Welfare

Commission (“IWC”) Wage Orders. As set forth in more detail below, Plaintiff alleges that Defendants are liable to him and other similarly situated current and former employees, who worked in California as non-exempt employees from June 17, 2020 to the present, for damages, penalties, and related relief. These claims are based on Defendants’: 1) failure to pay for all hours worked, including travel time; 2) failure to pay overtime; 3) failure to provide meal and rest breaks or pay premiums in lieu thereof; 4) failure to timely pay wages; 5) failure to provide and maintain accurate and compliant wage statements; and failure to reimburse work-related expenses.

JURISDICTION & VENUE

2. This Court has subject matter jurisdiction to hear this case because the amount in controversy exceeds this Court’s jurisdictional minimum and because Defendants were residents of, or were doing business in, the State of California, County of Alameda.

3. Venue in this Court is proper pursuant to sections 395 and 395.5 of the Code of Civil Procedure in that at all relevant times herein, one or more Defendants conducted substantial business and/or committed violations of law in the County of Alameda.

PARTIES

4. Plaintiff JEFF WEEKS is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was a California resident, employed by Defendants in Alameda County, California.

5. On information and belief, Plaintiffs allege that Defendant THISTLE HEALTH, INC. is a Delaware corporation doing business in Alameda County, California.

6. On information and belief, Plaintiffs allege that Defendant WORKFORCE AS A SERVICE, INC. D/B/A WORKWHILE, is a Delaware corporation doing business in Alameda County, California.

7. Plaintiff does not know the true names and capacities of Defendants sued in this Complaint as DOES 1 through 20, inclusive, and therefore sues these Defendants by fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of DOES 1

1 through 20, inclusive, when ascertained. Plaintiff is informed and believes, and on that basis
2 alleges, that each of the Defendants named herein as DOES 1 through 20, inclusive, is
3 responsible in some manner for the occurrence, injury, and other damages alleged in this
4 Complaint.

5 8. Plaintiff is informed and believes, and on that basis alleges, that each Defendant
6 was in some manner responsible for the acts and damages alleged herein, and/or are indebted to
7 Plaintiff as alleged herein, and that each Defendant was the agent, employer and co-conspirator
8 of each other Defendant, and was acting in the course and scope of such agency and conspiracy.
9 In this Complaint where Plaintiff refers to Defendant singularly, such reference shall be
10 construed to be a reference to all Defendants named herein, including those named fictitiously.

11 **CLASS ALLEGATIONS**

12 9. Plaintiff brings this on behalf of himself and all other similarly situated as a class
13 action pursuant to California Code of Civil Procedure section 382. The class Plaintiff seeks to
14 represent is composed of, and defined as follows:

15 Plaintiff and all non-exempt employees who have or continue to work for Defendants in
16 California from four (4) years prior to the filing of this Complaint to the present.

17 10. Plaintiff reserves the right under Rule 3.765, California Rules of Court,
18 to amend or modify the class description with greater specificity to further divide into subclasses
19 or to limit to particular issues.

20 11. This action has been brought and is properly maintained in a class action,
21 pursuant to the provision of the California Code of Civil Procedure section 382 because there is
22 a well-defined community of interests in the litigation and the proposed class is easily
23 ascertainable.

24 **A. Numerosity**

25 12. The putative class is so numerous that the individual joinder of all members is
26 impracticable under the circumstances of this case. While the exact number of class members is
27 unknown to Plaintiff, Plaintiff is informed and believes that Defendants have employed over 100
28

1 individuals failing within the above-stated class definition through the State of California during
2 the applicable statute of limitations, who were subjected to the policies and practices outlined in
3 this complaint. As such, the joinder of all members of the putative class is not practicable.

4 13. Upon information and belief, Plaintiff alleges that Defendants' employment
5 records would provide information as to the number and location of all class members.

6 **B. Commonality**

7 14. Common questions of law and fact exist as to all members of the putative class
8 and predominate over questions that affect only individual members of the class. These common
9 questions of law and fact include, without limitation, the following:

- 10 A. Whether Defendants violated the California Labor Code and wage orders by
11 failing to compensate Plaintiff and putative class members for all hours
12 worked;
- 13 B. Whether Defendants violated the California Labor Code by misclassifying
14 nonexempt employees as independent contractors;
- 15 C. Whether Defendants violated the California Labor Code and wage orders by
16 failing to pay all minimum wages due;
- 17 D. Whether Defendants violated the California Labor Code and wage orders,
18 by failing to pay all overtime wages due;
- 19 E. Whether Defendants violated the California Labor Code and wage orders by
20 failing to correctly calculate the putative class members' regular rate of pay
21 for the purpose of calculating overtime and sick leave pay;
- 22 F. Whether Defendants violated the California Labor Code and wage orders by
23 failing to maintain and provide Plaintiff and putative class members
24 accurate records of Plaintiff and putative class members earned wages and
25 hours worked;
- 26 G. Whether Defendants violated the California Labor Code and wage orders by
27 failing to provide Plaintiff and putative class members all meals and rest
28

periods due;

H. Whether Defendants violated the California Labor Code and wage orders by failing to reimburse Plaintiff and putative class members for business related expenses;

I. Whether as a result of Defendants' policies and practices, Plaintiff and the putative class members received all minimum and overtime wages due; and

J. Whether as a result of Defendants' policies and practices, Plaintiff and putative class members timely received all wages due and owing during their employment.

C. Typicality

15. Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not paid minimum wages for all hours worked, were not paid overtime wages earned, were not provided meal periods or rest periods as required by law, or premium pay in lieu of meal periods or rest periods, were not timely paid all wages due during the applicable pay period, and were not reimbursed for work-related expenses. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

D. Adequacy

16. Plaintiff will fairly and adequately protect the interest of the members of the putative class. Plaintiff resided and worked for Defendants in California during all relevant times. Moreover, Plaintiff will adequately represent the putative class as he has no interests that are adverse to those of the putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in wage and hour matters.

E. Superiority

17. A class action is superior to other available means for the fair and efficient adjudication of the controversy since the individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would have. Damages suffered by each individual member of the class being relatively small the expense and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individual litigation would be substantial. Individual litigation would also present the potential for inconsistent or contradictory judgments.

18. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

FACTUAL ALLEGATIONS

19. Plaintiff worked for Defendants from approximately January 2024 to May 29, 2024 with the job title of logistics warehouse worker.

20. Although Plaintiff was a nonexempt employee, Defendants misclassified Plaintiff and similarly situated employees as independent contractors.

21. Plaintiff and similarly situated employees frequently worked over eight (8) hours per workday and/or over forty (40) hours per workweek. However, Defendants failed to pay Plaintiff and similarly situated employees the applicable overtime wage rate for all overtime hours worked.

22. Additionally, although Plaintiff and similarly situated employees were assigned times for meal breaks and rest breaks, their job requirements frequently prevented them from taking duty-free meal and rest breaks. Plaintiff and similarly situated employees did not receive premium pay for their missed meal and rest breaks.

1 23. Plaintiff and similarly situated employees were regularly required to work hours
2 that were not recorded in Defendants' timekeeping system, including but not limited to travel
3 time. Because Defendants did not track those hours, this resulted in Plaintiffs and similarly
4 situated employees working hours for they were not paid.

5 24. Plaintiff and similarly situated employees, in the performance of their job duties,
6 were also required to travel to remote delivery sites using their own vehicles at their own
7 expense. Defendants did not reimburse Plaintiff and similarly situated employees for their
8 mileage or operating expenses incurred for the use of their vehicles. Defendants also required
9 Plaintiff and similarly situated employees to use their personally-owned mobile phones in the
10 performance of their job duties, and Defendants also failed to reimburse them for these
11 expenses.

12 25. Defendants also failed to provide Plaintiff and similarly situated employees with
13 code-compliant paystubs reflecting, among other things, an accurate itemization of total hours
14 worked, all applicable hourly rates during the pay period, the corresponding number of hours
15 worked at each rate by the employee, and total gross and net wages earned during the pay
16 period.

17 26. Defendants also failed to pay Plaintiff and similarly situated employees all wages
18 owed at the time of their discharge or resignation.

19 **CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**
21 **Failure to Pay State Minimum Wage**
22 **(Lab. Code § 1197, 1194, 1194.2)**
23 **(As to All Defendants)**

24 27. Plaintiff and similarly situated employees incorporate in this cause of action each
25 and every allegation of the preceding paragraphs, as though fully set forth herein.

26 28. Labor Code §§ 1194, 1197, 1197.1 and the applicable Industrial Welfare
27 Commission ("IWC") Wage Order require employers to pay an amount equal to or greater than
28 the minimum wage for each hour worked.

29. Defendants failed to pay Plaintiff and similarly situated employees at least the minimum wage for each hour worked.

30. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff and similarly situated employees have suffered damages, including loss of earnings for time worked on behalf of Defendants.

31. Plaintiff and similarly situated employees request relief as described below.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wage

(Lab. Code, § 510, 1194, 1194.2)

(As to All Defendants)

32. Plaintiff and similarly situated employees incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

33. Labor Code § 510 requires employers to pay overtime compensation to all employees, unless they are exempt from the overtime pay requirements. During all periods of employment, Defendants failed to pay Plaintiff and similarly situated employees all overtime compensation earned for overtime hours worked.

34. Plaintiff and similarly situated employees have worked in excess of eight (8) hours in a workday, twelve (12) hours in a workday, forty (40) hours in a workweek, and/or eight (8) hours on the seventh consecutive day of a workweek.

35. Defendants have failed or otherwise refused to pay Plaintiff and similarly situated employees overtime compensation for all overtime hours worked in the manner required by California law.

36. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff and similarly situated employees have suffered damages, including loss of earnings for hours of overtime worked on behalf of Defendants.

37. Plaintiff and similarly situated employees request relief as described below.

THIRD CAUSE OF ACTION

Failure to Provide Meal Breaks

(Lab. Code §§ 510, 226.7)

(As to All Defendants)

38. Plaintiff and similarly situated employees incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

39. An employer's failure to provide an opportunity to take a meal break entitles the employee to an hour of pay for each day an employer fails to provide an opportunity to take a meal break.

40. At all times herein relevant, Plaintiff and similarly situated employees were non-exempt employees and entitled to meal breaks.

41. At all times herein relevant, Defendants employed Plaintiff and similarly situated employees for periods of five (5) hours or more without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Plaintiff and similarly situated employees did not waive their right to meal periods throughout their employment.

42. Defendants further failed to compensate Plaintiff and similarly situated employees for the premium wage(s) owed resulting from their failure to provide the opportunity to take a meal break.

43. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff and similarly situated employees have suffered damages, including a loss of wages.

44. Plaintiff and similarly situated employees request relief as described below.

FOURTH CAUSE OF ACTION

Failure to Provide Rest Breaks

(Lab. Code §§ 512, 226.7)

(As to All Defendants)

45. Plaintiff and similarly situated employees incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

46. Labor Code § 226.7 provides that all non-exempt employees are entitled to at least a 10-minute rest break for each work period of more than four (4) hours, or major fraction thereof.

1 47. An employer's failure to provide an opportunity to take a rest break entitles the
2 employee an hour of pay for each day an employer fails to provide an opportunity to take a rest
3 break.

4 48. At all times relevant, Plaintiff and similarly situated employees were non-exempt
5 employees and entitled to rest breaks.

6 49. At all times relevant, Defendants failed to authorize and permit Plaintiff and
7 similarly situated employees to take rest periods of at least 10 minutes for each work period of
8 more than four (4) hours, or major fraction thereof.

9 50. Defendants further failed to compensate Plaintiff and similarly situated
10 employees for the premium wage(s) owed resulting from their failure to provide the opportunity
11 to take rest breaks.

12 51. As a direct and proximate result of Defendants' unlawful conduct, as set forth
13 herein, Plaintiff and similarly situated employees have suffered damages, including a loss of
14 wages.

15 52. Plaintiff and similarly situated employees request relief as described below.

16 **FIFTH CAUSE OF ACTION**
17 **Failure to Reimburse Work-Related Expenses**
18 **(Lab. Code, § 2802)**
19 **(As to All Defendants)**

20 53. Plaintiff and similarly situated employees incorporate in this cause of action each
21 and every allegation of the preceding paragraphs, as though fully set forth herein.

22 54. California Labor Code § 2802(a) states that “An employer shall indemnify his or
23 her employee for all necessary expenditures or losses incurred by the employee in direct
24 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
25 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
26 believed them to be unlawful.”
27
28

1 55. During their employment, Plaintiff and similarly situated employees were
2 required to incur expenses necessary for the performance of their job duties, which were not
3 reimbursed by Defendants.

4 56. Plaintiff and similarly situated employees request relief as described below.

5 **SIXTH CAUSE OF ACTION**
6 **Failure to Timely Pay Wages During Employment**
7 **(Lab. Code §§ 204, 210)**
8 **(As to All Defendants)**

9 57. Plaintiff and similarly situated employees incorporate in this cause of action each
10 and every allegation of the preceding paragraphs, as though fully set forth herein.

11 58. Labor Code § 204 requires employees to be paid earned wages at least twice per
12 month. If an employer fails to pay wages during the proper pay period, the employee is entitled
13 to a penalty of \$100 for an initial violation and \$200 for each subsequent or willful, or
14 intentional violation. Additionally, the employee is entitled to 25% of the amount unlawfully
15 withheld.

16 59. Defendants failed to properly and timely compensate Plaintiff and similarly
17 situated employees for all wages earned during each applicable pay period.

18 60. Defendants' acts were willful and/or intentional.

19 61. As a result of Defendants' conduct, Plaintiff and similarly situated employees are
20 entitled to the penalty set forth in § 210 of the Labor Code.

21 62. Plaintiff and similarly situated employees request relief as described below.

22 **SEVENTH CAUSE OF ACTION**
23 **Failure to Provide Accurate Pay Stubs**
24 **(Lab. Code § 226)**
25 **(As to All Defendants)**

26 63. Plaintiff and similarly situated employees incorporate in this cause of action each
27 and every allegation of the preceding paragraphs, as though fully set forth herein.

28 64. Labor Code § 226(a) requires employers to provide employees with regular
itemized written statements showing, among other things, total hours worked, all applicable

1 hourly rates during the pay period, the corresponding number of hours worked at each rate by
2 the employee, and total gross and net wages earned during the pay period. Defendants
3 knowingly and intentionally failed to provide timely, accurate itemized wage statements
4 including this required information.

5 65. Labor Code § 226(e) provides that an employee suffering injury as a result of a
6 knowing and intentional failure by an employer to comply with § 226(a) is entitled to recover
7 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
8 violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period,
9 up to a maximum amount of \$4,000.

10 66. Labor Code § 226(e)(2) provides that an employee is deemed to suffer injury for
11 the purposes of Labor Code § 226 if the employer fails to provide the employee his/her wage
12 statement.

13 67. Defendants knowingly and intentionally failed to provide Plaintiff and similarly
14 situated employees with accurate itemized wage statements.

15 68. Plaintiff and similarly situated employees request relief as described below.

16 **EIGHTH CAUSE OF ACTION**
17 **Violation of Unfair Competition Law**
18 **(Business & Professions Code § 17200, et seq.)**
19 **(As to All Defendants)**

20 69. Plaintiff and similarly situated employees incorporate in this cause of action each
21 and every allegation of the preceding paragraphs, as though fully set forth herein.

22 70. Defendants' conduct, as alleged herein, constitutes an unlawful, unfair, and/or
23 fraudulent business practices, as set forth in Business & Professions Code § 17200. Defendants
24 conducted business activities while failing to comply with the legal mandates cited
25 herein. Plaintiff and similarly situated employees suffered injury in fact and lost money as a
26 result of Defendants' unfair competition.

27 71. As a result of Defendants' unlawful and unfair business practices, Plaintiff and
28 similarly situated employees are entitled to and do seek restitution, and other appropriate relief

1 available under Business & Professions Code § 17203, on their own behalf, and on behalf of
2 others similarly situated, for four (4) years from the filing of this Action.

3 72. Plaintiff and similarly situated employees request relief as described below.
4

5 **PRAYER**

6 1. For general damages according to proof;

7 2. For special damages according to proof;

8 3. For compensatory damages and unpaid wages;

9 4. For exemplary damages, according to proof;

10 5. For pre-judgment, post-judgment, and statutory interest and all amounts subject
11 herein;

12 6. For attorney's fees according to statute including Labor Code section 218.5,
13 Labor Code 1194, Code of Civil Procedure section 1021.5, and any other relevant provision
14 under California law that provides for the recovery of attorney's fees;

15 7. For costs of suit incurred in this action;

16 8. For penalties according to statute;

17 9. For injunctive relief;

18 10. For declaratory relief; and

19 11. For all other relief that this Court deems just and proper.
20

21 DATED: June 17, 2024

DREW LEWIS, PC

22 By: 
23 _____
24 Drew Lewis
25 Attorney for Plaintiff(s)
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27
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