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County of Sonoma
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Attorney for Plaintiffs,
LATASHA MARIE KNIGHTEN AND MEGAN KATHLEEN BERGER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF SONOMA**

LATASHA MARIE KNIGHTEN AND
MEGAN KATHLEEN BERGER,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

THE PETALUMA PEOPLE SERVICES
CENTER, a California non-profit
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24CV04614

[Assigned for all purposes to Hon. Oscar A.
Pardo, in Dept. 19]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **FAILURE TO PAY PREMIUM OVERTIME WAGES DUE** (Cal. *Labor Code* §§ 510, 511, 1194, 1198; IWC Wage Order No. 4);
2. **FAILURE TO PAY MINIMUM WAGES** (Cal. *Labor Code* §§ 1194, 1197, 1197.1, 1198, 119; IWC Wage Order No. 4);
3. **FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS** (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 4)
4. **FAILURE TO PROVIDE REST PERIODS** (Cal. *Labor Code* § 226.7; IWC Wage Order No. 4);
5. **FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS** (Cal. *Labor Code* §226; IWC Wage Order No. 4);
6. **FAILURE TO PAY WAGES DUE UPON TERMINATION** (Cal. *Labor Code* §§201-203);
7. **FAILURE TO REIMBURSE BUSINESS EXPENSES** (Cal. *Labor Code* §2802);

8. FAILURE TO PROVIDE UNIFORM AND MAINTENANCE ALLOWANCE (Cal. Labor Code §2802);
9. FAILURE TO PROVIDE PROPER WAGES FOR ALTERNATIVE WORKWEEKS (Cal. Labor Code § 511);
10. FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE FCRA (15 U.S.C 1681b(b)(2)(A));
11. UNLAWFUL DEDUCTION OF WAGES (Cal. Labor Code §221);
12. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5);
13. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.; and
14. PRIVATE ATTORNEY GENERAL ACT (“PAGA”)

DEMAND FOR JURY TRIAL

All allegations in this First Amended Complaint are based upon information and belief except for those allegations which pertain to the Plaintiffs named herein and her counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

LaTasha Marie Knighten (“LaTasha”) and Megan Kathleen Berger (“Megan”) (collectively and with the putative Class “Plaintiffs”) allege the following:

1. This is a class action brought under California law by individuals who were employed by The Petaluma People Services Center (“TPPSC” or “Defendant”) (along with DOES 1 through 100, collectively “Defendants”). Plaintiffs bring this action on behalf of themselves and others similarly situated to recover wages from Defendant due to Defendant’s systematic failure to pay overtime wages, failure to pay minimum wages, failure to provide meal and rest breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure to pay wages due on termination, failure to reimburse business expenses, failure to pay a uniform maintenance allowance, failure to provide proper wages for alternative workweeks, unlawful deduction of wages, violation of the FCRA and failure to allow inspection of employment records.

1 2. Plaintiffs have worked as employees in Defendant's community services center in
2 San Rafael and Petaluma, California. While working, Plaintiffs and members of the Class have
3 been forced to endure stressful and illegal workplace conditions created by Defendant's efforts
4 to maximize profits and tightly control labor costs.

5 3. Plaintiffs, like their co-workers whom Defendant also employed during the
6 applicable limitations period, spend their workdays at Defendant's community services center
7 and in the field as Crisis Intervention Specialists and Emergency Medical and Crisis Workers and
8 other non-exempt employees under illegal and highly regimented circumstances. That regimen
9 results from Defendant's insistence to strictly monitor and curtail labor costs, which Defendant
10 accomplishes by not paying for all labor costs, failing to pay overtime, failing to pay minimum
11 wages, refusing to provide meal periods, refusing to provide rest breaks, not paying the required
12 extra hour for missed meal and rest breaks, failing to reimburse business expenses, failing to pay
13 a uniform maintenance allowance, failing to provide proper wages for alternative workweeks,
14 unlawful deduction of wages, violation of the FCRA and by using other unlawful stratagems to
15 ensure that labor costs remain artificially low.

16 4. Plaintiffs brings this class action to recover, among other things, wages and
17 penalties from unpaid wages earned and due, including but not limited to, premium overtime
18 wages, minimum wages, missed meal/rest break wages, wages due to discharged or quitting
19 employees, failure to provide accurate itemized wage statements, for unreimbursed expenses,
20 wages unlawfully deducted, damages for uniform maintenance, wages for alternative workweeks,
21 violation of the FCRA and interest, attorneys' fees, costs.

22 5. Plaintiffs seek compensatory, statutory, declaratory, and injunctive relief for
23 herself and all members of the Class, to compensate these workers for the unpaid wages and to
24 protect current and future workers of Defendant from being subjected to similar wage theft and
25 otherwise unlawful working conditions.

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6. Plaintiffs also bring an action seeking relief for Defendant's violations of California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

7. Plaintiffs now seek to amend their Complaint to add a cause of action pursuant to PAGA under Labor Code §§ 2699, et seq.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this First Amended Complaint under Code of Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions Code* §§ 17200 *et seq.* Plaintiffs LaTasha Marie Knighten and Megan Kathleen Berger bring this First Amended Complaint on their own behalf and on behalf of all persons in the Class as defined in paragraph 18 below.

9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5 because the claims made and the *Labor Code* violations against the persons identified herein occurred in the County of Sonoma and because Defendant TPPSC owned and operated their business in the County of Sonoma.

THE PARTIES

PLAINTIFFS

10. At all times relevant hereto, Plaintiff LaTasha was:

- (a) An individual over age 18 and a resident of San Francisco County, California;
- (b) Employed as an hourly employee for Defendant inside a police station at San Rafael City Hall and in the field in San Rafael, California;
- (c) Did not receive overtime compensation required by *Labor Code* §§510, 511, 1194 and 1198 and the applicable Wage Orders;
- (d) Did not receive minimum wages as required by *Labor Code* §§1194, 1197, 1197.1, 1198, 119 and the applicable Wage Orders;

- (e) Did not receive the meal periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (f) Did not receive the rest periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (g) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (h) Was not provided proper wages for alternative workweeks as required by *Labor Code* 511;
- (i) Was subject to an unlawful background check in violation of the FCRA;
- (j) Was not allowed to inspect her employment records as required by *Labor Code* §1198.5; and
- (k) When terminated from her employment, did not receive her final paycheck as prescribed by *Labor Code* §201.

11. At all times relevant hereto, Plaintiff Megan was:

- (a) An individual over age 18 and a resident of Vacaville, California;
- (b) Employed as an hourly employee for Defendant at TPPSC in Petaluma, California;
- (c) Did not receive overtime compensation required by *Labor Code* §§510, 511, 1194 and 1198 and the applicable Wage Orders;
- (d) Did not receive minimum wages as required by *Labor Code* §§1194, 1197, 1197.1, 1198, 119 and the applicable Wage Orders;
- (e) Did not receive the meal periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (f) Did not receive the rest periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (g) Did not receive accurate wage statements as mandated by *Labor Code* §226;

- 1 (h) Was not reimbursed necessary business expenses as mandated by *Labor*
2 *Code* § 2802;
- 3 (i) Had her wages unlawfully deducted in violation of Labor Code §221;
- 4 (j) Was not provided proper wages for alternative workweeks as required by
5 *Labor Code* 511;
- 6 (k) Was subject to an unlawful background check in violation of the FCRA;
- 7 (l) Was not allowed to inspect her employment records as required by *Labor*
8 *Code* §1198.5; and
- 9 (m) When terminated from her employment, did not receive her final paycheck
10 as prescribed by *Labor Code* §201.

11 **DEFENDANT**

12 12. Plaintiffs are informed and believe, and based on that information and belief
13 allege, Defendant TPPSC is, and at all times mentioned herein was:

- 14 (a) A California non-profit corporation, with a principal place of business at
15 1500 Petaluma Blvd. S, Petaluma, California 94952. Defendant has been
16 authorized to do business and has been doing business in the County of
17 Sonoma;
- 18 (b) The former employer of Plaintiffs and the current and former employer of
19 the putative Class members;
- 20 (c) Paid Plaintiffs and all Class Members on an hourly basis;
- 21 (d) Failed to pay Plaintiffs and all putative Class members premium overtime
22 wages;
- 23 (e) Failed to pay Plaintiffs and all putative Class members minimum wages;
- 24 (f) Failed to provide Plaintiffs and all putative Class members with meal and
25 rest periods;
- 26 (g) Failed to provide Plaintiffs and all putative Class Members with accurate
27 itemized wage statements;
- 28

- (h) Failed to issue final paychecks timely to Plaintiffs and all putative Class Members;
- (i) Failed to reimburse necessary business expenses to Plaintiff Megan and all putative Class members;
- (j) Failed to provide a uniform maintenance allowance to Plaintiff LaTasha and all putative Class members;
- (k) Failed to provide proper wages for alternative workweeks to Plaintiffs and putative Class members;
- (l) Unlawfully deducted wages of Plaintiff Megan and putative Class members;
- (m) Unlawfully conducted background checks on Plaintiffs and putative Class members; and
- (n) Failed to allow Plaintiffs to inspect their employment records. Each of these was a violation of the *Labor Code*.

13. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who therefore sues these Defendants by such fictitious names pursuant to *Code of Civil Procedure* § 474. Plaintiffs will seek leave to amend her Complaint to allege the true names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

14. Plaintiffs are informed and believe, and based on that information and belief allege, that Defendant DOES 1 through 100 are persons, corporations or other entities which reside in or are authorized to do, or are otherwise doing, business in the State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and conduct business in the County of Sonoma. Each of the Defendants DOES 1 through 100 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter ego and/or representative of one or more of the other Defendants named herein, and acting with permission, authorization, and/or ratification and consent of the other Defendants.

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15. Plaintiffs are informed and believe, and based on that information and belief allege, that the Defendants named in this First Amended Complaint, including DOES 1 through 100, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

16. Plaintiffs are informed and believe, and based on that information and belief allege, that Defendants named in this First Amended Complaint, including DOES 1 through 100, inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of each of the other Defendants and that each Defendant was acting within the course and scope of his, hers or its authority as the agent, servant and/or employee of each of the other Defendants. Consequently, all of the Defendants are jointly and severally liable to the Plaintiffs, and the Class, for the damages sustained as a proximate result of their conduct.

17. Plaintiffs are informed and believe, and based on that information and belief allege, that the Defendants named in this First Amended Complaint, including DOES 1 through 100, inclusive, knowingly and willfully acted in concert, conspired and agreed together among themselves and entered into a combination and systemized campaign of activity to *inter alia* damage Plaintiffs, and the Class, and to otherwise consciously and/or recklessly act in derogation of the rights of Plaintiffs and the Class, and the trust reposed by Plaintiffs, and the Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions, were such that, to Plaintiffs' information and belief, and to all appearances, Defendants, and each of them, represented a unified body so that the actions of one Defendant were accomplished in concert with, and with the knowledge, ratification, authorization and approval of each of the other Defendants.

CLASS ALLEGATIONS

A. The Definition of the Class

18. The Class (“the Class”) is defined as follows:

(a) “All current and former employees who were hourly paid employees of Defendant in California at any time during the period commencing on the date that is four (4) years prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

(b) "All persons who were hourly paid employees of Defendant in California and left the employ of Defendant at any time during the period commencing on the date that is within one (1) year prior to the filing of this Complaint and continuing through the present date (the "Class Period")."

19. Plaintiffs reserve their right under Rule 3.765 of the California Rules of Court to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

B. Maintenance of the Action

20. Plaintiffs bring this action individually and on behalf of themselves and as representatives of all similarly situated persons under *Business & Professions Code* §§ 17203 and 17204 and *Code of Civil Procedure* § 382.

C. The Class Requisites

21. At all material times, Plaintiffs were members of the Class.

22. The Class action meets the statutory prerequisites for maintaining a class action under Code of Civil Procedure § 382 in that:

(a) The persons who comprise the Class are so numerous that the joinder of all those persons is impracticable, and the disposition of their claims as a Class will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this First Amended Complaint are common to the Class and will apply uniformly to every Class member;

(c) The claims of the representative Plaintiffs are typical of the claims of each Class member. Plaintiffs, like all Class members, have sustained damages arising from Defendants' violations of the laws of the State of California. Plaintiffs and the Class members were and are similarly or identically harmed by the same unlawful, deceptive, unfair, systematic and pervasive pattern of misconduct engaged in by the Defendants;

(d) The representative Plaintiffs have and will continue to fairly and adequately represent and protect the interests of the Class and have retained counsel

1 who is competent and experienced in class action litigation. There are no
2 material conflicts between the claims of the representative Plaintiffs and the
3 Class members that would make class certification inappropriate. Counsel
4 for the Class will vigorously assert the claims of all Class members.

5 23. The persons who comprise the Class are so numerous that joining all of them is
6 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
7 Plaintiffs' claims are typical of the claims of the Class that Plaintiffs seek to represent. Plaintiffs
8 will fairly and adequately protect the interests of the Class they seek to represent. Plaintiffs do
9 not have any interests that are antagonistic to the Class they seek to represent. Counsel for
10 Plaintiffs are experienced, qualified and generally able to conduct complex class action litigation.

11 24. The Court should permit the action to be maintained as a class action under *Code*
12 *of Civil Procedure* § 382 because:

- 13 (a) The questions of law and fact common to the Class predominate over any
14 question affecting only individual members;
- 15 (b) A class action is superior to any other available method for fairly and
16 efficiently adjudicating the claims of the Class;
- 17 (c) The Class members are so numerous that it is impractical to bring all of
18 them before the Court;
- 19 (d) Plaintiffs and other Class members will not be able to obtain effective and
20 economic legal redress unless the action is maintained as a class action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
22 equitable relief for the statutory violations, and in obtaining adequate
23 compensation for the damages and injuries for which Defendant is
24 responsible in an amount sufficient to adequately compensate the Class
25 members;
- 26 (f) Without Class certification, the prosecution of separate actions by
27 individual Class members would create a risk of:
28

1 i. Inconsistent or varying adjudications for individual Class members
2 that would establish incompatible standards of conduct for
3 Defendants; and/or,

4 ii. Adjudication for individual Class members that would, as a practical
5 matter, dispose of other non-party members' interests, or that would
6 substantially impair or impede the non-parties' ability to protect their
7 interests, by, for example, potentially exhausting the funds available
8 from Defendants, and

9 (g) Defendant has acted or refused to act on grounds generally applicable to the
10 Classes, making final injunctive relief appropriate for the Class as a whole.

11 25. Plaintiffs contemplate eventually issuing notice to the proposed Class Members
12 that would set forth the subject and nature of the action. The Defendants' own business records
13 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that any
14 further notice may be required, Plaintiffs would contemplate using additional media and/or
15 mailing.

16 **GENERAL ALLEGATIONS**

17 26. At all times material hereto, Defendant TPPSC has been and is a provider of
18 human services programs.

19 27. Plaintiffs and members of the Class were employed as Crisis Intervention
20 Specialists, and Emergency Medical and Crisis Workers and other employees at TPPSC and in
21 the field in California by Defendant at various times during the Class Period.

22 28. The employment by Defendant of the Class Members, and each them, is governed
23 by Industrial Welfare Commission Wage Order 4, which covers those persons employed in the
24 professional, technical, clerical and mechanical occupations.

25 **THE CONDUCT**

26 29. Plaintiffs seeks relief from Defendant's uniform policies and practices of denying
27 Plaintiffs and members of the Class wages and compensation owed under California law.

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30. Starting on or about March 27, 2023, and continuing through May 9, 2024, Defendant employed Plaintiff LaTasha as a Crisis Intervention Specialist at the San Rafael Police Department inside the San Rafael City Hall in San Rafael, California and in the field. Plaintiff responded to non-criminal 911 calls, performed community outreach, connected members with social services and picked up supplies and donations within the community.

31. While employed by Defendant, Plaintiff LaTasha was paid approximately \$29.25 per hour.

32. Starting on or about December 12, 2022, and continuing through October 20, 2023, Defendant employed Plaintiff Megan as an Emergency Medical and Crisis Worker at the TPPSC offices in Petaluma, California. Plaintiff responded to emergency calls, such as non-criminal calls of individuals who were feeling poorly or having suicidal thoughts.

33. While employed by Defendant, Plaintiff Megan was paid approximately \$29.25 per hour.

OFF-THE-CLOCK WORK

34. Employers must compensate non-exempt employees for “off-the-clock” work (before punching in or after punching out on a time clock) if the employers knew or should have known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal. 4th 575, 585.

35. Plaintiff Megan and the Class engaged in off-the-clock activities. Defendant required Plaintiff Megan and Class members to use their cell phones on their days off to check and respond to emails. Further, they were required to respond to calls while off the clock. Defendant failed to pay Plaintiff Megan and the Class for these off-the-clock activities, and as a result thereof, Plaintiff Megan and the Class were not paid overtime that was due to them.

FAILURE TO PAY OVERTIME WAGES

36. At all times during the relevant time period, Plaintiffs and Class members routinely worked schedules such that they were due pay at overtime rates. Under California law, an hourly-paid employee is entitled to overtime pay when he or she exceeds eight hours of work in a single day, exceeds 40 hours of work in a week or works seven days in a row.

1 37. During this period, it was the practice and policy of Defendant to not pay
2 employees their overtime. Monies for unpaid overtime remain due and owing.

3 38. Under California law, non-exempt employees, as defined by Wage Order 4, are
4 entitled to premium wages for overtime worked.

5 **FAILURE TO PAY MINIMUM WAGES**

6 39. Under California law, non-exempt employees, as defined by Wage Order 4, are
7 entitled to minimum wages.

8 40. Under California law, an hourly paid employee is entitled to be paid a minimum
9 wage. Labor Code Section 1197 states the California requirement that employees must be paid at
10 least the minimum wage fixed by the Commission or by any applicable state or local law, and
11 any payment of less than the minimum wage is unlawful. Similarly, Labor Code Section 1194
12 states, “Any employee receiving less than the legal minimum wage...is entitled to recover in a
13 civil action the unpaid balance of the full amount of this minimum wage.” The applicable IWC
14 Wage Order(s), including IWC Wage Order No. 4-2001, obligates employers to pay each
15 employee minimum wages for all hours worked.

16 41. These minimum wage standards apply to each hour employees worked or were
17 subject to control by the employer for which they were not paid. Therefore, an employer’s failure
18 to pay for any particular hour of time worked by an employee or subject to the employer’s control
19 is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results
20 in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal. App.
21 4th 314, 324.

22 42. At all times during the relevant time period, it was the practice and policy of
23 Defendant to pay employees less than minimum wage rates due to time shaving and the lack of
24 proper meal/rest breaks. Monies for these underpaid amounts remain due and owing.

25 43. Defendant required Plaintiffs and the Class to regularly perform compensable
26 tasks off-the-clock for which they did not receive any compensation. Specifically, Plaintiff
27 Megan and Class members were required to use their personal cell phones for work-related
28 activities such as texting/calling their supervisors and checking emails while on their days off.

1 44. At staff meetings, Defendant’s management reminded Plaintiff Megan and Class
2 members that they had to check and respond to staff emails on their days off and that it was “part
3 of the job.” As a result, and because Defendant treated such off-the-clock work as non-
4 compensable, Defendant failed to compensate Plaintiff Megan and the Class for such time.

5 45. At all times during the relevant time period, Plaintiff Megan and the Class
6 routinely worked schedules such that they were due pay at minimum wage rates. During this
7 period, it was the practice and policy of Defendant to not pay employees minimum wages. Monies
8 for unpaid minimum wages remain due and owing.

9 **EXCLUSION OF GIFT CARDS FROM THE REGULAR RATE OF PAY**

10 46. California law uses the terms “compensation” and “pay” interchangeably and
11 requires that all applicable remuneration, including but not limited to, commissions, and/or non-
12 discretionary bonuses, and/or gift cards and/or cash payments based on sales numbers, etc., be
13 included when calculating an employee's regular rate of pay.

14 47. Defendant failed to properly pay and calculate wages due to excluding gift cards
15 from the regular rate of pay calculations. Such gift cards are required under California law to be
16 included in an employee’s regular rate of pay for wage calculation. Defendant failed to do so,
17 thereby failing to pay employees their full wages as required under the Labor Code.

18 48. Plaintiff LaTasha and members of the Class received gift cards that must be
19 included when calculating their regular rates of pay for purposes of wages. However, Defendant
20 failed to correctly calculate Plaintiff LaTasha and members of the Class’s regular rate of pay to
21 include all applicable remuneration, including, but not limited to, gift cards.

22 49. Plaintiff LaTasha received two gift cards in the amount of \$25.00 for Christmas
23 and \$100 as a wedding present. However, Plaintiff’s paystubs do not reflect gift cards being paid
24 to Plaintiff LaTasha.

25 50. Further, Plaintiff LaTasha’s paystub dated January 30, 2024, shows she was paid
26 “SafeHolidayCIS” at the same time as “Safe CrisisInt,” paid at exactly base rate, and
27 “OTSAFEcrisint” with matching hours at exactly 0.5x base rate. Thus, the holiday worked is not
28 incorporated into the overtime rate.

51. Additionally, Plaintiff LaTasha’s paystub dated January 30, 2024, shows she was paid “SafeHolidayCIS” at the same time as “Safe CrisisInt,” paid at exactly base rate, and “OTSAFEcrisint>12day” with matching hours at exactly base rate, so the holiday worked is not incorporated into the double time rate.

MEAL BREAKS NOT AFFORDED AND/OR INTERRUPTED

52. Under California law, non-exempt employees, as defined by Wage Order 4, are entitled to a 30-minute lunch period for every 5 hours worked, a 10-minute paid rest break for every four hours worked, or major fraction thereof. Non-exempt employees are entitled to one hour of pay at their regular pay rate for each day the requisite rest and/or meal periods are not provided.

53. Plaintiffs and Class members were at times not afforded meal breaks, and/or their meal breaks were interrupted. Plaintiffs and Class members were required to carry a radio during working hours and to keep their radios on during meal breaks. Plaintiff Megan was never afforded meal breaks. Plaintiff LaTasha’s timekeeping records do not show that she took any meal breaks on days when she worked over 6 hours. On days when Plaintiffs and Class members worked between 10-12 hours, they were not afforded second meal breaks. At the end of each pay period, TPPSC required Plaintiffs and Class members to sign documents stating they had taken all their meal/rest breaks.

REST BREAKS NOT AFFORDED AND/OR INTERRUPTED

54. Plaintiffs' and Class members' rest breaks were not afforded and/or interrupted. Plaintiffs and Class members worked eight or more hours per day and were entitled to at least two rest breaks. Further, on days that Plaintiffs and Class members worked ten or more hours, they were not afforded third rest breaks. Plaintiffs and Class members were required to carry a radio during working hours and to keep their radios on during rest breaks. Plaintiff Megan was never afforded any rest breaks.

FAILURE TO ISSUE ACCURATE WAGE STATEMENTS

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1 55. As a result of Defendant's failure to pay employees at required overtime minimum
2 wage rates and to afford meal/rest breaks, the wage statements issued to the employees did not
3 comply with *Labor Code* §226 and California Industrial Welfare Commission ("IWC") Wage
4 Order 4 in that they did not accurately reflect all wages earned and due and owing.

5 **FAILURE TO PAY WAGES ON TERMINATION**

6 56. As a further result of Defendant's failure to pay employees at required overtime,
7 minimum wage rates, and failure to afford meal/rest breaks, when the employees left their
8 employ, they were not timely paid all wages due them, as required by *Labor Code* §§ 201, 202
9 and Wage Order 4. Further, it was the practice of Defendant to not pay employees the final
10 paychecks within the time periods mandated by *Labor Code* §§201, 202 and Wage Order 4.

11 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

12 57. Defendant required Plaintiff Megan and Class members to use their cell phones
13 for work-related purposes both on and off the clock but did not reimburse them therefor.

14 **FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE**

15 58. Defendant required Plaintiff LaTasha to wear a uniform such as a shirt, jacket and
16 hat, all with the TPPSC logo. Defendant required Plaintiff LaTasha and Class members to
17 maintain the uniforms themselves and did not provide them with a uniform maintenance
18 allowance.

19 **FAILURE TO PROVIDE PROPER WAGES FOR ALTERNATIVE WORKWEEKS**

20 59. Defendant did not provide Plaintiffs and Class members proper wages for
21 alternative workweeks. Plaintiffs and Class members worked a 3/12 workweek schedule.
22 Plaintiffs typically worked four days per week, for 12 hours per day. On the fourth day of work,
23 the first 4 hours were paid at the base rate, and the last 8 hours were paid at the overtime rate.
24 Plaintiffs were not paid overtime until after forty hours of work per week.

25 **UNLAWFUL DEDUCTION OF WAGES**

26 60. Plaintiff Megan and Class members' wages were unlawfully deducted. On
27 Plaintiff Megan's first paycheck, she was mistakenly paid double. She was paid for two weeks
28 even though she had only worked one week.

1 61. Plaintiff Megan reported the discrepancy and was told Defendant would deduct
2 the overage from her next check. However, Defendant did not require a specific signature
3 authorizing that deduction.

4 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE FCRA**

5 62. Defendant failed to make proper disclosure in violation of the FCRA. The
6 authorization for conducting background checks signed by Plaintiffs and members of the Class
7 was not contained in a stand-alone document without extraneous information. Further, Plaintiffs
8 and Class members at times did not execute all of the requisite documents to allow Defendant to
9 conduct background checks. As a result, Defendant violated 15 U.S.C §1681b(b)(2)(A).

10 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

11 63. Defendant failed to allow Plaintiffs to timely inspect their personnel records and
12 payroll files.

13 **FIRST CAUSE OF ACTION**

14 **(Failure to Pay Overtime in Violation of Labor Code §§510, 558, 1194, 1194.3, 1198 and**
15 **Wage Order 4 By Plaintiffs Against Defendant and Does 1-100)**

16 64. Plaintiffs and the Class reallege and incorporate by reference all of the
17 allegations set forth in this First Amended Complaint.

18 65. During Plaintiffs' entire employment with Defendants, pursuant to Cal. Lab.
19 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 4, Defendant was required to
20 compensate Plaintiffs with premium pay for all overtime work performed, for hours worked in
21 excess of eight (8) hours per day and/or forty (40) hours per week.

22 66. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
23 who had not been paid overtime compensation could recover the unpaid balance of the full
24 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
25 fees and costs of suit.

26 67. Pursuant to IWC Wage Order No 4-2001, § 3, "Employment beyond eight (8)
27 hours in any workday is permissible provided the employee is compensated for such overtime
28 at not less than:

(a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday...

68. California Labor Code section 558 provides in pertinent part:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee...

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

69. Plaintiffs and Class members worked a 3/12 alternative workweek schedule with overtime paid after 40 hours and double time after 12 hours. However, Plaintiffs' paystubs do not reflect sufficient overtime being paid, given the total number of hours worked on a 12-hour basis. For example, Plaintiff Megan's paystub dated October 26, 2023, shows she was paid "SAFECrisis EMT" at exactly the base rate for 142.09 hours in a biweekly pay period, plus 8.25 hours at double time and 10.25 hours at overtime. However, there is a lack of at least 62.09 hours of overtime, which should have been paid by Defendant. Plaintiff LaTasha's paystubs dated 3/12/24, 3/26/24, 4/11/24 and 4/25/24 show about 80 hours of base rate pay in each biweekly period, whereas a 3/12 plus 4 schedule should have yielded 56 hours of base rate time and at least 24 hours of overtime; 12 hours of overtime per week. Thus, the Plaintiffs' paystubs do not reflect a sufficient amount of overtime being paid by the Defendant, given the total number of hours worked on a 12-hour basis.

70. Plaintiff Megan and the Class engaged in off-the-clock activities. Defendant required Plaintiff Megan and Class members to use their cell phones on their days off to check and respond to emails. Further, they were required to respond to calls while off the clock. Defendant failed to pay Plaintiff Megan and the Class for these off-the-clock activities, and as a result thereof, Plaintiff Megan and the Class were not paid overtime that was due to them.

71. This practice resulted in Plaintiffs and Class members working in excess of 40 hours a week and Defendant paying them less overtime than they had earned.

72. Throughout Plaintiffs' employment, Defendant failed and refused to pay and properly calculate overtime compensation to Plaintiffs and members of the Class as required by law.

73. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiffs and Class members suffered damages in an amount to be proven at trial.

74. Pursuant to Cal. Lab. Code §1194(a), Plaintiffs, who retained the services of legal counsel in order to enforce Plaintiffs' rights to overtime pay, are entitled to recover Plaintiffs' attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES

(Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order 4 By Plaintiffs Against Defendant and Does 1 through 100)

75. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

76. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order 4-2001 also obligates employers to pay each employee minimum wages for all hours worked.

1 77. These minimum wage standards apply to each hour employees worked for which
2 they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked
3 by an employee is unlawful, even if averaging an employee's total pay over all hours worked,
4 paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*,
5 135 Cal. App. 4th 314, 324 (2005).

6 78. Here, Plaintiff Megan and Class members were required to engage in off-the-clock
7 activities and they were not paid for this off-the-clock time. Defendant failed to pay Plaintiff and
8 the Class for these off-the-clock activities, and as a result thereof, Plaintiff Megan and the Class
9 were not paid minimum wages that were due to them. Further, Defendant's failure to afford
10 meal/rest breaks also resulted in Plaintiff Megan and the Class not being paid minimum wages
11 that were due to them. Additionally, Plaintiff Megan and Class members' timekeeping entries
12 were shaved down to the quarter hour. Plaintiff Megan's paystubs show quarter-rounded hours.
13 Defendant instructed Plaintiff Megan and Class members to write down their shift start and end
14 times, not the actual times they started and ended working.

15 79. California Labor Code section 558 provides in pertinent part:

16 (a) Any employer or other person acting on behalf of an employer who
17 violates, or causes to be violated, a section of this chapter or any provision
18 regulating hours and days of work in any order of the Industrial Welfare
Commission shall be subject to a civil penalty as follows:

19 (1) For any initial violation, fifty dollars (\$50) for each underpaid
20 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

21 (2) For each subsequent violation, one hundred dollars (\$100) for each
22 underpaid employee for each pay period for which the employee was
23 underpaid in addition to an amount sufficient to recover underpaid wages.

24 (3) Wages recovered pursuant to this section shall be paid to the affected
25 employee...

26 (c) The civil penalties provided for in this section are in addition to any
27 other civil or criminal penalty provided by law.
28

1 80. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
2 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
3 wage, including interest thereon, reasonable attorney’s fees, and costs of suit.

4 81. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
5 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
6 *Code* § 1194. Where an employee, such as Plaintiffs and the other Class members, are not paid
7 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
8 the time associated with the overtime for which they received no compensation. *See Sillah v.*
9 *Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing
10 for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed
11 they were paid less than minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp.
12 3d 1115, 1132-33 (N.D. Cal. 2016).

13 82. Plaintiffs and the other Class Members suffered and continue to suffer losses
14 related to the use and enjoyment of compensation due and owing to them as a direct result of
15 Defendant’s unlawful acts and Labor Code violations in an amount to be shown according to
16 proof at trial and within the jurisdictional limitations of this Court.

17 83. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiffs and the
18 Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them,
19 plus interest, penalties, attorneys’ fees, expenses and costs of suit, in amounts according to proof.

20 **THIRD CAUSE OF ACTION**

21 **FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS**

22 **(IWC Wage Order No. 4; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and**
23 **Does 1 through 100)**

24 84. Plaintiffs and the Class reallege and incorporate by reference all of the allegations
25 set forth in this First Amended Complaint.

26 85. California Labor Code §226.7(a) prohibits an employer from requiring an
27 employee to work during any meal period mandated by an applicable Industrial Wage Order.

28 ///

1 86. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall
2 not require an employee to work during a meal or rest break or recovery period mandated pursuant
3 to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
4 Commission..."

5 87. California Labor Code §1198 makes unlawful the employment of an employee
6 under conditions the IWC prohibits.

7 88. IWC Order No. 4-2001 (11)(A) provides, in relevant part: "No employer shall
8 employ any person for a work period of more than five (5) hours without a meal period of not
9 less than 30-minutes, except that when a work period of not more than six (6) hours will complete
10 the day's work the meal period may be waived by mutual consent of the employer and the
11 employee."

12 89. IWC Order No. 4-2001 (11)(c) further provides, in relevant part: "Unless the
13 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
14 considered an 'on duty' meal period and counted as time worked."

15 90. Section 512(a) of the California Labor Code provides, in relevant part, that:
16 An employer may not employ an employee for a work period of more than five
17 hours per day without providing the employee with a meal period of not less than
18 30 minutes, except if the total work period per day of the employee is no more
19 than six hours, the meal period may be waived by mutual consent of both the
20 employer and employee. An employer may not employ an employee for a work
21 period of more than 10 hours per day without providing the employee with a
22 second meal period of not less than 30 minutes, except that if the total hours
worked is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal period
was not waived.

23 91. The Labor Code and Wage Order provisions cited above require California
24 employers to provide employees with off-duty 30-minute meal periods on or before the fifth hour
25 of their shifts. To satisfy this obligation, California employers must: (1) make employees aware
26 of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and (2) ensure
27 that employees are actually free of job duties for thirty minutes per day on or before the fifth hour
28 of their shifts.

1 92. California Labor Code section 558 provides in pertinent part:

2 (a) Any employer or other person acting on behalf of an employer who
3 violates, or causes to be violated, a section of this chapter or any provision
4 regulating hours and days of work in any order of the Industrial Welfare
 Commission shall be subject to a civil penalty as follows:

5 (1) For any initial violation, fifty dollars (\$50) for each underpaid
6 employee for each pay period for which the employee was underpaid in
 addition to an amount sufficient to recover underpaid wages.

7 (2) For each subsequent violation, one hundred dollars (\$100) for each
8 underpaid employee for each pay period for which the employee was
 underpaid in addition to an amount sufficient to recover underpaid wages.

9 (3) Wages recovered pursuant to this section shall be paid to the affected
10 employee...

11 (c) The civil penalties provided for in this section are in addition to any
 other civil or criminal penalty provided by law.

12 93. As alleged herein, Plaintiffs and the members of the Class were routinely not
13 afforded meal periods and/or meal periods were interrupted at the direction of Defendant and/or
14 with their endorsement, encouragement, knowledge and acquiescence. Plaintiffs and Class
15 members were required to carry a radio during working hours and to keep their radios on during
16 meal breaks. Plaintiff Megan was never afforded meal breaks. Plaintiff LaTasha's timekeeping
17 records do not show that she took any meal breaks on days when she worked over 6 hours. On
18 days when Plaintiffs and Class members worked between 10-12 hours, they were not afforded
19 second meal breaks. At the end of each pay period, TPPSC required Plaintiffs and Class members
20 to sign documents stating they had taken all their meal/rest breaks. Lastly, Plaintiff LaTasha, at
21 Defendant's instruction, did not record any meal/rest breaks she took. Defendant never paid meal
22 break penalties/premium pay for meal break violations.

23 94. Under California law, employers must also record their employees' meal periods:
24 "Every employer shall keep accurate information with respect to each employee, including the
25 following: ... Meal periods ... shall also be recorded. Meal periods during which operations cease
26 ... need not be recorded." IWC Order No. 4, § (7)(A)(3). Where the employer has failed to keep
27 records required by statute, the consequences of such failure should fall on the employer, not the
28 employee.

1 95. In such a situation, imprecise evidence by the employee can provide a sufficient
2 basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727 (1988). Inasmuch as
3 Defendants had an obligation under the record-keeping requirements of the Wage Order to track
4 meal periods unless "all work ceases," Defendants knew or should have known its employees
5 were regularly not being afforded their meal periods during the Class Period. Plaintiffs and Class
6 members did not clock in and out for their meal breaks. Defendant did not record meal breaks.

7 96. Defendant has a policy or practice of failing to ensure that Plaintiffs and members
8 of the Class take meal periods required by California Labor Code §226.7 and IWC Wage Order
9 No. 4-2001 §11.

10 97. By their actions in not affording Plaintiffs and Class Members proper meal
11 periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the
12 amount of one additional hour of pay at the employee's regular rate of compensation for each
13 work period during each day in which Defendant failed to provide employees with statutory
14 timely off-duty meal periods.

15 98. Defendant also has a policy or practice of failing to pay each of their employees
16 who were not provided with a meal period as required an additional one hour of compensation at
17 each employee's regular rate of pay.

18 99. Cal. Labor Code § 218 authorizes Plaintiffs and the members of the Class to bring
19 a private right of action to recover wages due based on the deprivation of timely meal periods
20 under Cal. Labor Code § 226.7(b).

21 100. As a direct and proximate result of Defendant's unlawful conduct as alleged
22 herein, Plaintiffs and members of the Class have sustained economic damages, including but not
23 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
24 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
25 relief due to Defendants' violations of the California Labor Code and the applicable IWC Wage
26 Orders.

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1 **FOURTH CAUSE OF ACTION**

2 **FOR FAILURE TO PROVIDE REST PERIODS**

3 **(Labor Code § 226.7 and IWC Wage Order No. 4 By Plaintiffs Against Defendant and**
4 **Does 1 through 100)**

5 101. Plaintiffs and the Class reallege and incorporate by reference all of the allegations
6 set forth in this First Amended Complaint.

7 102. Labor Code § 226.7 and IWC Wage Order No. 4 provide that employers shall
8 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per
9 four hours of work or major fraction thereof.

10 103. Labor Code § 226.7 and IWC Wage Order No. 4 provide that if an employer fails
11 to provide an employee with rest periods in accordance with those provisions, the employer shall
12 pay the employee one hour of pay at the employee's regular rate of compensation for each
13 workday that the rest periods were not so provided.

14 104. California Labor Code section 558 provides in pertinent part:

15 (a) Any employer or other person acting on behalf of an employer who
16 violates, or causes to be violated, a section of this chapter or any provision
17 regulating hours and days of work in any order of the Industrial Welfare
Commission shall be subject to a civil penalty as follows:

18 (1) For any initial violation, fifty dollars (\$50) for each underpaid
19 employee for each pay period for which the employee was underpaid
20 in addition to an amount sufficient to recover underpaid wages.

21 (2) For each subsequent violation, one hundred dollars (\$100) for
22 each underpaid employee for each pay period for which the
23 employee was underpaid in addition to an amount sufficient to
recover underpaid wages.

24 (3) Wages recovered pursuant to this section shall be paid to the
25 affected employee...

26 (c) The civil penalties provided for in this section are in addition to any
27 other civil or criminal penalty provided by law.
28

105. Defendant has intentionally and improperly denied proper rest periods to Plaintiffs and the Class in violation of Labor Code § 226.7 and the applicable Wage Order.

106. Plaintiffs and members of the Class's rest periods were not afforded and/or interrupted. Plaintiffs and Class members worked eight or more hours per day and were entitled to at least two rest breaks. Further, on days that Plaintiffs and Class members worked ten or more hours, they were not afforded third rest breaks. Plaintiffs and Class members were required to carry a radio during working hours and to keep their radios on during rest breaks. Plaintiff Megan was never afforded rest breaks. Plaintiff LaTasha was never afforded any rest breaks.

107. At all times relevant hereto, Defendant failed to provide rest periods as required by Labor Code § 226.7 and the applicable Wage Order.

108. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiffs and the Class, Plaintiffs and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class, but which exceed the jurisdictional limits of the Court, and which will be ascertained according to proof at trial.

FIFTH CAUSE OF ACTION
FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS

(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)

109. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

110. Pursuant to IWC Wage Order No. 4, Defendant was the employer of the Plaintiffs and the Class.

111. Pursuant to California Labor Code sections 226 and 1174 and Wage Order 4-2001 section 7, Defendant is required to maintain and provide accurate records relating to employee compensation, including all formulas and production records used to calculate wages due.

112. California Labor Code section 226(a) provides (*inter alia*) that, upon paying an employee his or her wages, the employer must:

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furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is 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.

113. Plaintiffs and Class members worked overtime and were entitled to minimum wages and meal/rest breaks. To the extent that Plaintiffs and Class members worked off the clock, their time records were shaved, and they were not afforded meal breaks and rest breaks, Defendants failed to provide Plaintiffs and Class members with accurate itemized pay stubs.

114. Plaintiffs' and Class members' wage statements do not contain Defendant's name, address, start/end dates of pay periods and employee IDs or the last four numbers of their social security numbers. Further, the item "OTSACrisisint" is listed at a supplemental rate, and neither the Total Hours Worked nor the Total Hours are listed on the paystubs. This constitutes a violation of *McKenzie v. Federal Express Corporation*, 765 F. Supp.2d 1222, 1229 (C.D. Cal 2011).

115. Additionally, the company name on Plaintiff Megan's 2023 W-2 does not match the company name on the California Secretary of State website. The company name on the W-2 is Petaluma People Services Center, while the company name on the California Secretary of State website is The Petaluma People Services Center.

116. Plaintiff Megan's paystubs dated 2/14/2023 and 10/26/2023 list different rates but do not clearly identify the type of wages or type of wage rate being paid as it corresponds to the dollar amounts. The paystubs list \$28.75 four times and \$14.38 once, all listed as "Rate," with \$28.75 identified as both "SAFE" and "OTSAP" and \$14.38 R "OTSAP". The paystubs seem to indicate that the three "SAFE" listings of \$28.75 indicate a base rate separated by Regular hours, overtime and double time – despite a lack of labeling.

1 117. However, the fourth time that \$28.75 is listed as “OTSAF,” it is a Double time
2 premium, with “OTSAF” of \$14.38 being the overtime premium.

3 118. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
4 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
5 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods in
6 which the employer knowingly and intentionally failed to provide accurate itemized statements
7 to the employee causing the employee to suffer injury.

8 119. Notwithstanding these provisions, Defendant has engaged in a uniform practice
9 of refusing to maintain and provide the accurate records and wage statements required by
10 California law.

11 120. Throughout the Class Period, Defendant intentionally and knowingly provided
12 Plaintiffs and other members of the Class with weekly itemized wage statements containing
13 inaccurate information regarding the wages earned by Plaintiffs and members of the Class in that
14 the payments owed to Plaintiffs and the members of the Class for overtime compensation,
15 minimum wages, and missed meal and rest periods, were not included in gross wages earned by
16 Plaintiffs and members of the Class. Further, Defendant failed to furnish Plaintiffs and the Class,
17 upon payment of wages, itemized statements accurately showing the number of hours worked
18 and the rates paid.

19 121. As a result, Plaintiffs and members of the Class have been injured by having been
20 deprived of the true facts pertaining to their compensation and employment.

21 122. Plaintiffs and members of the Class were damaged by these failures because,
22 among other things, the failures led them to believe that they were not entitled to overtime
23 compensation, minimum wage compensation, and to be paid for meal and rest periods not
24 provided, even though they were so entitled and these failures hindered them from determining
25 the amounts of wages owed to them.

26 123. Plaintiffs and members of the Class are entitled to the amounts provided in Labor
27 Code §226(e), plus attorneys' fees and costs.

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124. As a result, Plaintiffs seek recovery of the penalties authorized by Labor Code sections 226(e) and 558, and such other penalties and legal and equitable remedies as are provided by law for Defendant's improper conduct.

SIXTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION

(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)

125. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

126. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due and payable immediately. Labor Code § 202(a) provides that when an employee resigns from employment, unpaid wages are due and payable within 72 hours of resignation.

127. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until paid, not to exceed thirty days.

128. Plaintiffs and the Class were discharged and/or resigned from Defendant's employ, and Defendant willfully failed to pay Plaintiffs and the Class wages due to them due to Defendant's failure to pay overtime, minimum wages, and premium pay for meal/rest breaks not afforded.

129. Plaintiff Latasha resigned from her position on May 9, 2024, and Plaintiff Megan on October 20, 2023. Yet, Defendant failed to pay them the wages due to them, such as overtime, minimum wages and premium pay for meal/rest breaks not afforded. Further, Plaintiff LaTasha did not timely receive her last pay, and her final pay was missing wages, which were never paid. Plaintiff Megan received her last pay late, and Defendant did not pay a waiting time penalty.

130. Under Labor Code § 203(a), Plaintiffs and the Class are entitled to one day's wages for each day he or she was not timely paid, not to exceed 30 days' wages.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

1 **(Cal. Labor Code §2802 By Plaintiff Megan on behalf of the Class and Against Defendant**
2 **and Does 1 through 100)**

3 131. Plaintiff Megan and the Class reallege incorporate by reference all of the
4 allegations set forth in this First Amended Complaint.

5 132. Labor Code §2802 requires employers to indemnify employees for all necessary
6 expenditures incurred by employees in the discharge of their duties.

7 133. At all times relevant herein, Defendant was aware that Plaintiff Megan and Class
8 members were using their personal cell phones for business but failed to indemnify Plaintiff and
9 Class members for all their business-related expenses, including wear and tear expenses, in
10 accordance with Labor Code §2802. Plaintiff Megan is informed and believes and thereon alleges
11 that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class
12 members for their work-related expenses that they incurred in using their cell phones for work-
13 related purposes.

14 134. As a result of Defendant's conduct, Plaintiff Megan and Class Members suffered
15 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
16 business-related expenses incurred in the discharge of their duties.

17 135. Pursuant to Labor Code §2802, Plaintiff Megan and Class Members are entitled
18 to recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees
19 and costs of suit.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE**

22 **(Cal. Labor Code §2802 By Plaintiff LaTasha on behalf of the Class and Against**
23 **Defendant and Does 1 through 100)**

24 136. Plaintiff LaTasha and the Class reallege and incorporate by reference all of the
25 allegations set forth in this First Amended Complaint.

26 137. Under California law, if an employer requires employees to wear a uniform, the
27 employer must pay for and maintain the uniform for the employee. Labor Code §2802.

28 ///

1 138. In addition to the cost of the uniform, the employer must provide employees with
2 reasonable maintenance of the uniforms. The employer can either maintain the uniform itself or
3 pay the employee a weekly maintenance allowance.

4 139. An employer may never impose a financial burden on employees with respect to
5 paying for and maintaining clothing, which would reduce the employees' wage rate below the
6 minimum wage.

7 140. Here, Defendant required Plaintiff LaTasha and Class members to wear a uniform
8 such as a shirt, jacket and hat, all with the TPPSC logo. Defendant required Plaintiff LaTasha and
9 Class members to maintain the uniforms themselves and did not provide them with a uniform
10 maintenance allowance.

11 141. Defendant failed to maintain the uniforms nor pay Plaintiff and members of the
12 Class a weekly maintenance allowance.

13 142. As a proximate result of the aforementioned violations of Labor Code § 2802,
14 Plaintiff LaTasha and members of the Class have been damaged in an amount according to proof
15 at the time of trial.

16 143. As a proximate result of the aforementioned violations of § 2802, Plaintiff
17 LaTasha and members of the Class are entitled to recovery from Defendant for reimbursement of
18 necessary expenditures, including interest and attorneys' fees.

19 **NINTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE PROPER WAGES FOR ALTERNATIVE**

21 **WORKWEEKS**

22 **(Labor Code § 511 By Plaintiffs against Defendant and Does 1 through 100)**

23 144. Plaintiffs and the Class reallege and incorporate by reference all of the allegations
24 set forth in this First Amended Complaint.

25 145. At all times relevant, Plaintiffs and Class members worked as non-exempt
26 employees entitled to overtime and double time.

27 ///

28 ///

1 146. Upon information and belief, Defendant required Plaintiffs and the Class members
2 to work under an improper alternative workweek without following California mandatory
3 election procedures established under IWC Wage Order No. 4.

4 147. Section 511 of the California Labor Code states: (a) Upon the proposal of an
5 employer, the employees of an employer may adopt a regularly scheduled alternative workweek
6 that authorizes work by the affected employees for no longer than 10 hours per day within a 40-
7 hour workweek without the payment to the affected employees of an overtime rate of
8 compensation pursuant to this section. A proposal to adopt an alternative workweek schedule
9 shall be deemed adopted only if it receives approval in a secret ballot election by at least two-
10 thirds of affected employees in a readily identifiable work unit. The regularly scheduled
11 alternative workweek proposed by an employer for adoption by employees may be a single work
12 schedule that would become the standard schedule for workers in the work unit or a menu of
13 work schedule options from which each employee in the unit would be entitled to choose. (b) An
14 affected employee working longer than eight hours but not more than 12 hours in a day pursuant
15 to an alternative workweek schedule adopted pursuant to this section shall be paid an overtime
16 rate of compensation of no less than one and one-half times the regular rate of pay of the employee
17 for any work in excess of the regularly scheduled hours established by the alternative workweek
18 agreement and for any work in excess of 40 hours per week. An overtime rate of compensation
19 of no less than double the regular rate of pay of the employee shall be paid for any work in excess
20 of 12 hours per day and any work in excess of eight hours on those days worked beyond the
21 regularly scheduled workdays established by the alternative workweek agreement. Nothing in
22 this section requires an employer to combine more than one rate of overtime compensation in
23 order to calculate the amount to be paid to an employee for any hour of overtime work.

24 148. Upon information and belief, Defendant adopted an alternative workweek
25 schedule, but the California Department of Industrial Relations, Office of the Director, AWS
26 elections database does not have any record of Defendant. Plaintiffs and Class members worked
27 a 3/12 alternative workweek schedule. The schedule was already in place at the time of their
28 hiring.

1 149. On information and belief, Defendant did not disclose in writing to Plaintiffs and
2 the Class members the intention of adopting an alternative workweek. Additionally, upon
3 information and belief, Defendant did not conduct a secret ballot election, and thus, the alternative
4 workweek was not approved by two-thirds of the affected employees in Plaintiffs' work unit as
5 required by IWC Wage Order No. 4. Plaintiffs and Class members did not know of or participate
6 in any election to adopt an alternative workweek schedule in their work unit.

7 150. As a result of Defendant's improper alternative workweek, Plaintiffs and Class
8 members did not receive overtime compensation at time and one-half their regular rate for hours
9 worked in excess of eight hours a day. Further, Plaintiffs and Class members did not receive
10 double time compensation at double their regular rate for hours worked in excess of twelve hours
11 a day.

12 151. Defendant violated Labor Code § 511 and IWC Wage Order No. 4 when it paid
13 Plaintiff Megan and Class members overtime after 40 hours per week and double time after the
14 12th hour on 12-hour shifts. Plaintiff LaTasha was only paid overtime after the 12th hour of work.
15 Defendant failed to pay Plaintiffs and Class members all the overtime that was owed to them, as
16 required by law.

17 152. Plaintiffs allege that they and Class members worked 3/12 work schedules.
18 Defendant failed to provide proper wages for alternative workweeks. Plaintiffs and Class
19 members were not paid overtime until after the twelfth hour of work.

20 153. Defendant failed to pay Plaintiffs and the class all overtime wages as established
21 under IWC Wage Order No. 4 when they failed to compensate one and one-half times the
22 employee's regular rate for hours worked in excess of eight (8) hours a day, as alleged herein.

23 154. Labor Code § 1194, in part, provides that any employee receiving less than the
24 legal overtime compensation is entitled to recover in a civil action the unpaid balance of the full
25 amount of the overtime/double time compensation.

26 155. Defendant has knowingly and willfully refused to perform their obligations to
27 compensate Plaintiffs and Class members for all wages earned and all hours worked, in violation
28 of state law.

156. As a direct result, Plaintiffs and Class members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to fully perform their obligation under state law, in accordance with Plaintiffs and the Class members' respective damage amounts, according to proof at the time of trial.

157. Defendant committed such actions alleged knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiffs and Class members, from improper motives amounting to malice, and in conscious disregard of Plaintiffs and Class members' rights.

158. Plaintiffs and Class members are thus entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts, according to proof at the time of trial.

159. As a proximate result of the above-mentioned violations, Plaintiffs and Class members have been damaged in an amount according to proof at the time of trial.

TENTH CAUSE OF ACTION

FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE FCRA

(15 U.S.C. § 1681 By Plaintiffs against Defendant and Does 1 through 100)

160. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

161. Defendant is a “person” as defined by Section 1681a(b) of the FCRA.

162. Plaintiffs and Class members are “consumers” within the meaning of Section 1681a(c) of the FCRA because they are “individuals.”

163. 15 U.S.C. §1681b(b)(2)(A)(i) provides that a person may not procure a consumer report for employment purposes unless the person provides the applicant with a “clear and conspicuous” disclosure “in a document that consists solely of the disclosure.” 15 U.S.C. §1681b(b)(2)(A)(i). The Ninth Circuit held that “the FCRA unambiguously bars a prospective employer from including a liability waiver on a disclosure document provided a job applicant pursuant to Section 1681b(b)(2)(A).” *Syed v. M-I, LLC*, 853 F.3d 492, 503 (9th Cir. 2017).

/ / /

1 164. The form that was given to Plaintiffs and Class members to sign and which was
2 signed by Plaintiffs and Class members contained extraneous information. Further, Plaintiffs and
3 Class members failed to execute all of the requisite documents required to authorize Defendant
4 to conduct background checks. Plaintiff LaTasha did not sign the Position Overview Letter,
5 which claims that a background check will be conducted.

6 165. By including such extraneous information in its disclosure form, Defendant
7 violated 15 U.S.C. §1681b(b)(2)(A)(i) by not providing Plaintiff with a “clear and conspicuous”
8 disclosure “in a document that consists solely of the disclosure.” Plaintiff and Class members
9 were not provided with stand-alone authorizations for Defendant to conduct background checks.

10 166. Pursuant to 15 U.S.C. § 1681b(b)(2), Plaintiffs and Class members were entitled
11 to receive certain information at a specific time, namely a disclosure that a consumer report may
12 be procured for employment purposes in a document consisting solely of the disclosure. Such a
13 disclosure was required to be provided to Plaintiffs before the consumer reports were to be
14 procured. By depriving the Plaintiffs of this information, Defendant injured Plaintiffs and Class
15 members. *Public Citizen v. U.S. Department of Justice*, 491 U.S. 440, 449 (1989); *Federal*
16 *Election Commission v. Akins*, 524 U.S. 11 (1998).

17 167. Defendant violated the FCRA by procuring consumer reports as defined by 15
18 U.S.C. § 1681a(d) on Plaintiffs and Class members without first making proper disclosures in the
19 format required by 15 U.S.C. §1681b(b)(2)(A)(i). Namely, these disclosures had to be made: (1)
20 before Defendant actually procured consumer reports, and (2) in a stand-alone document, clearly
21 informing Plaintiffs and Class members that Defendant might procure a consumer report on each
22 of them for purposes of employment.

23 168. Second, Defendant invaded the right of privacy of Plaintiffs and Class members.
24 Under the FCRA, “a person may not procure a consumer report, or cause a consumer report to be
25 procured, for employment purposes with respect to any consumer, unless” it complies with the
26 statutory requirements (i.e., disclosure and authorization) set forth in the following subsections:
27 15 U.S.C. § 1681b(b)(2).

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169. As one court put it, “[t]he FCRA makes it unlawful to ‘procure’ a report without first providing the proper disclosure and receiving the consumer's written authorization.” *Harris v. Home Depot U.S.A., Inc.*, 114 F. Supp. 3d 868, 869 (N.D. Cal. 2015).

170. The consumer reports of Plaintiffs and Class members contained a wealth of private information that Defendant had no right to access under the FCRA. The consumer reports of Plaintiffs and Class members contained, *inter alia*, information regarding the creditworthiness of the applicant, their general character and other private information. By procuring consumer reports containing this private information without complying with the FCRA's disclosure requirements, Defendant illegally invaded Plaintiffs' and Class members' right to privacy.

171. Defendant's conduct in violation of 15 U.S.C. §§ 1681b(b)(2)(A) was and is willful. Defendant acted in deliberate or reckless disregard of its obligations and the rights of its employees and job applicants, including Plaintiffs and Class members. Defendant knew or recklessly disregarded the fact that the disclosure form it utilized should not include items not strictly required by the FCRA. Defendant acted in deliberate or reckless disregard of its obligations and the rights of Plaintiffs under 15 U.S.C. §1681b(b)(2)(A)(i).

172. As a result of such conduct, Plaintiffs and Class members are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each and every one of these violations pursuant to 15 U.S.C. § 1681n(a)(1)(A).

173. As a result of such conduct, Plaintiffs are entitled to such amount of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

174. As a result of such conduct, Plaintiffs are further entitled to recover their attorneys' fees and costs pursuant to 15 U.S.C. § 1681n(a)(3).

ELEVENTH CAUSE OF ACTION

UNLAWFUL DEDUCTION OF WAGES

**(Cal. Labor Code § 221 By Plaintiff Megan on behalf of the Class and against Defendant
and Does 1 through 100)**

175. Plaintiff Megan and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

1 176. California Labor Code § 221 states that “[i]t shall be unlawful for any employer
2 to collect or receive from an employee any part of wages theretofore paid by said employer to
3 said employee.”

4 177. Labor Code § 221 reflects “California's strong public policy favoring the
5 protection of employees' wages.” *Sciborski v. Pacific Bell Directory* (2012) 205 Cal. App. 4th
6 1152, 1166.

7 178. Furthermore, Labor Code § 219 states that the protections of Labor Code § 221
8 cannot “be contravened or set aside by a private agreement.” Therefore, the rights under Labor
9 Code § 221 are nonnegotiable and cannot be waived by the parties. *See Sciborski*, 205 Cal. App.
10 4th at 1166. Also, under Labor Code §§ 219 and 221, an employer may not “require its employees
11 to consent to unlawful deductions from their wages.” *Hudgins v. Neiman Marcus Group, Inc.*
12 (1995) 34 Cal. App. 4th 1109, 1124.

13 179. As previously alleged herein, Defendant engaged in the unlawful deduction of
14 Plaintiff Megan and Class members’ wages. On Plaintiff Megan’s first paycheck, she was
15 mistakenly paid double. She was paid for two weeks even though she had only worked one week.
16 Plaintiff Megan reported the discrepancy and was told Defendant would deduct the overage from
17 her next check. However, Defendant did not require a specific signature authorizing that
18 deduction.

19 180. As a result of Defendant’s violations of Labor Code § 221, Plaintiff Megan and
20 Class members seek to recover the total amount of wages unlawfully deducted, as well as
21 penalties, interest, attorneys' fees, and costs as permitted under California law.

22 **TWELFTH CAUSE OF ACTION**

23 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

24 **(Cal. Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)**

25 181. Plaintiffs and the Class reallege and incorporate by reference all of the allegations
26 set forth in this First Amended Complaint.

27 182. California Labor Code Section 1198.5 provides:

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1 (a) Every current and former employee, or his or her representative, has the right
2 to inspect and receive a copy of the personnel records that the employer maintains
3 relating to the employee's performance or to any grievance concerning the
4 employee.

5 (b) The employer shall make the contents of those personnel records available for
6 inspection to the current or former employee, or his or her representative, at
7 reasonable intervals and at reasonable times, but not later than 30 calendar days
8 from the date the employer receives a written request, unless the current or former
9 employee, or his or her representative, and the employer agree in writing to a date
10 beyond 30 calendar days to inspect the records, and the agreed-upon date does not
11 exceed 35 calendar days from the employer's receipt of the written request to
12 inspect the records. Upon a written request from a current or former employee, or
13 his or her representative, the employer shall also provide a copy of the personnel
14 records, later than 30 calendar days from the date the employer receives the
15 request...

16 (k) If an employer fails to permit a current or former employee, or his or her
17 representative, to inspect or copy personnel records within the times specified in
18 this section... the current or former employee may recover a penalty of seven
19 hundred fifty dollars (\$750) from the employer.

20 (1) A current or former employee may also bring an action for injunctive relief
21 to obtain compliance with this section and may recover costs and reasonable
22 attorney's fees in such an action.

23 183. Additionally, pursuant to Wage Order 4, at section 7 re: Records, employers are
24 required to keep accurate payroll records on each employee, and such records must be made
25 readily available for inspection by the employee upon reasonable request. The employer must
26 also maintain accurate production records.

27 184. On or about July 31, 2024, through their counsel, Plaintiffs issued a written request
28 to Defendant for copies of their personnel records.

185. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiffs' hours worked, wage statements and compensation. Plaintiffs' counsel and Defendant did not enter into an agreement to enlarge the time for Defendant's compliance, and Defendant has failed and refused to permit Plaintiffs copies of their records.

186. As a direct result and consequence of Defendant's failure and refusal to permit Plaintiffs full access to their records, Plaintiffs seek injunctive relief in the form of an order or decree mandating Defendant's compliance. Plaintiffs have suffered and will suffer harm as a result of Defendant's ongoing refusal to comply. Plaintiffs also seek recovery of the statutory penalty of \$750 based upon Defendant's violation of § 1198.5.

THIRTEENTH CAUSE OF ACTION

FOR UNFAIR COMPETITION

(Business & Professions Code §§ 17200 et seq. By Plaintiffs Against Defendant and Does 1 through 100)

187. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

188. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiffs and the Class. Defendant is also a "person," as that term is defined in Business & Professions Code §17021.

189. The Business & Professions Code defines unfair competition as any unlawful, unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct described herein, Defendants have engaged in unfair and unlawful practices by (1) failing to pay Plaintiffs and the Class overtime compensation; (2) failing to pay Plaintiffs and the Class minimum wages; (3) failing to pay Plaintiffs and the Class for meal periods not provided, (4) failing to pay Plaintiffs and the Class for rest periods not provided, (5) failing to furnish Plaintiffs and the Class with accurate itemized wage statements, as mandated by the applicable Labor Code and Industrial Welfare Commission requirements, (6) failing to pay Plaintiffs and the Class wages due when leaving their employ, (7) failing to reimburse business expenses, (8) failing to pay a

uniform maintenance allowance, (9) failing to pay proper wages for alternative workweeks, (10) violating the FCRA, (11) unlawfully deducting wages, and (12) failing to allow inspection of employment records, all in violation of Business & Professions Code §§ 17200 et seq.

190. By and through the unfair and unlawful business practices described herein, Defendant has obtained valuable property, money and services from the Plaintiffs and the Class and have deprived them of valuable rights and benefits guaranteed by law, all to the detriment of Plaintiffs and the Class.

191. All the acts described herein are violations of, among other things, the Labor Code and IWC Industrial Commission Wage Order No. 4, are unlawful and in violation of public policy; and in addition, are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

192. Plaintiffs and the Class are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiffs and the Class have been deprived by means of the above-described unfair and unlawful business practices.

193. Plaintiffs and the Class are further entitled to, and do, seek a declaration that the above-described business practices are unfair and unlawful, and that injunctive relief should be issued restraining Defendant from engaging in any of the above-described unfair and unlawful business practices in the future.

194. Plaintiffs and the Class have no plain, speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of the unfair and unlawful business practices of Defendant. As a result of the unfair and unlawful business practices described above, Plaintiffs and the Class have suffered and will continue to suffer irreparable harm unless Defendant is restrained from continuing to engage in these unfair and unlawful business practices. In addition, Defendant should be required to disgorge the unpaid moneys to Plaintiffs and the Class.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **(Damages Pursuant to Private Attorney General Act Against Defendant)**

3 195. Plaintiffs brings this action on their own behalf and on behalf of all current and
4 former employees of Defendants who were employed in California for the previous four years,
5 seeking to recover unpaid minimum wages and overtime, penalties for missed meal and rest
6 periods, among other things, as set forth in this pleading.

7 196. On July 31, 2024, Plaintiffs, pursuant to California Labor Code §§ 2699, et seq.,
8 by and through her attorneys, uploaded a Private Attorney General Act (“PAGA”) claim to the
9 State of California Labor and Workforce Development Agency (“LWDA”) and sent a letter via
10 Certified Mail Return Receipt Requested to Defendant.

11 197. More than 65 days have passed since the above letter, and Plaintiffs’ counsel has
12 not received a notice from the LWDA stating an intention to prosecute Plaintiffs’ PAGA claims.

13 198. Plaintiffs have complied with the administrative exhaustion requirements of
14 PAGA.

15 199. Plaintiffs seek Labor Code penalties, attorneys’ fees and costs, in an amount
16 according to proof at trial as provided by the Labor Code Private Attorney General Act.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs respectfully pray that this Court enter judgment in their favor
19 and against Defendant as follows:

20 1. For compensatory damages in the amount of unpaid overtime due to Plaintiffs and
21 Class Members, according to proof;

22 2. For compensatory damages in the amount of unpaid minimum wages due to
23 Plaintiffs and Class Members, according to proof;

24 3. For one (1) hour of pay at the regular rate of compensation for Plaintiffs and Class
25 Members for each workday that a meal and/or rest period was not provided;

26 4. For payment of unpaid wages in accordance with California labor and
27 employment law;

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1 5. For an award of consequential damages in Plaintiffs and Class members' favor
2 and against Defendant, in an amount to be proven at trial;

3 6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

4 7. For payment to Plaintiffs and Class Members of waiting time penalties pursuant
5 to *Cal. Lab. Code* §203, in an amount equal to their respective daily rates of pay at the time of
6 termination or layoff, multiplied by the total amount of days elapsed between the date of the
7 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
8 maximum of 30 days' pay, according to proof;

9 8. For compensatory damages in the amount of Plaintiff Megan and Class Members'
10 cell phone expenses for business purposes, costs and attorneys' fees pursuant to *Cal. Code Civ.*
11 *Proc.* §2802(c);

12 9. For compensatory damages for failure to indemnify for uniform maintenance;

13 10. For compensatory damages for failure to pay proper wages for alternative
14 workweeks;

15 11. For an award of all amounts unlawfully deducted from Plaintiff Megan and
16 members of the Class's wages;

17 12. For civil penalties pursuant to *Cal. Labor Code* §1198, 15 U.S.C. §1681n and
18 Wage Order 4-2001(14);

19 13. For specific relief, enforcing waiting time penalties of 30 days of per diem wages
20 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

21 14. For prejudgment interest accrued on all due and unpaid overtime and minimum
22 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
23 1194(a), according to proof;

24 15. For reasonable costs, including attorneys' fees, in an amount according to proof
25 pursuant to *Cal. Labor Code* § 2699(g);

26 16. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 15 U.S.C. §
27 1681n(a)(3) according to proof;

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1 17. For reasonable costs, including attorneys' fees, in an amount according to proof
2 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5(1), 2802, 15 U.S.C. § 1681n(a)(3)
3 and/or *Cal. Code of Civ. Proc.* §1021.5;

4 18. For an award of restitution of wages to Plaintiffs and Class members in an amount
5 equal to the amount of wages owed and unpaid, according to proof;

6 19. For injunctive relief ordering the continuing unfair business acts and practices to
7 cease, as the Court deems just and proper;

8 20. For other injunctive relief ordering Defendant to notify Plaintiffs and Class
9 members that they have not been paid the proper amounts in accordance with California law;

10 21. For injunctive relief requiring Defendant to comply with *Labor Code*
11 1198.5(b)(1);

12 22. For punitive and exemplary damages in a sum to be determined at trial; and

13 23. For such other and further relief as the Court deems just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiffs LaTasha Marie Knighten and Megan Kathleen Berger hereby respectfully
16 request a trial by jury for all claims and issues raised in her First Amended Complaint that may
17 be entitled to a jury trial.

18
19
20 LIPELES LAW GROUP, APC
Date: October 15, 2024

21
22 By: _____

23 
Jasmine J. Badawi
Attorneys for Plaintiffs,
LATASHA MARIE KNIGHTEN AND
MEGAN KATHLEEN BERGER