

Kane Moon (SBN 249834)  
E-mail: kmoon@moonlawgroup.com  
Allen Feghali (SBN 301080)  
E-mail: afeghali@moonlawgroup.com  
Lilit Ter-Astvatsatryan (SBN 320389)  
E-mail: lilit@moonlawgroup.com  
S. Emily Grams (SBN 354554)  
E-mail: segrams@moonlawgroup.com

**MOON LAW GROUP, PC**  
725 S. Figueroa Street, Suite 3100  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125

Attorneys for Plaintiff Erin Ashley Sauls

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento

11/26/2024

By: P. Russell Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SACRAMENTO**

ERIN ASHLEY SAULS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

COMPUTERSHARE, INC., a California  
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: **24CV02421**

**REPRESENTATIVE ACTION  
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.];  
and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

**DEMAND FOR JURY TRIAL**

**TABLE OF CONTENTS**

|                                                  |    |
|--------------------------------------------------|----|
| INTRODUCTION & PRELIMINARY STATEMENT.....        | 1  |
| THE PARTIES .....                                | 3  |
| A. Plaintiff.....                                | 3  |
| B. Defendants .....                              | 3  |
| ALLEGATIONS COMMON TO ALL CAUSES OF ACTION ..... | 4  |
| FIRST CAUSE OF ACTION.....                       | 8  |
| SECOND CAUSE OF ACTION.....                      | 9  |
| THIRD CAUSE OF ACTION .....                      | 10 |
| FOURTH CAUSE OF ACTION.....                      | 11 |
| FIFTH CAUSE OF ACTION.....                       | 12 |
| SIXTH CAUSE OF ACTION.....                       | 12 |
| SEVENTH CAUSE OF ACTION.....                     | 13 |
| EIGHTH CAUSE OF ACTION.....                      | 14 |
| NINTH CAUSE OF ACTION .....                      | 17 |
| PRAYER FOR RELIEF.....                           | 19 |
| DEMAND FOR JURY TRIAL.....                       | 23 |

1 Plaintiff Erin Ashley Sauls (“Plaintiff”), based upon facts that either have evidentiary  
2 support or are likely to have evidentiary support after a reasonable opportunity for further  
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Computershare, Inc., and Does 1  
6 through 10 (collectively referred to as “Defendants”) for California Labor Code violations, unfair  
7 business practices, and civil penalties under the Private Attorneys General Act of 2004,  
8 California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay  
9 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to  
10 authorize and permit rest periods, failure to maintain accurate records of hours worked and meal  
11 periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary  
12 business expenses, and failure to furnish accurate wage statements.

13 2. Plaintiff brings the First through Eighth Causes of Action on behalf of herself.

14 3. Plaintiff brings the Ninth Cause of Action as a representative action under the  
15 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to  
16 Plaintiff the State of California, and past and present employees of Defendants (hereinafter  
17 referred to as the “Aggrieved Employees”).

18 4. Defendants own/owned and operate/operated an industry, business, and  
19 establishment within the State of California, including Sacramento County. As such, and based  
20 upon all the facts and circumstances incident to Defendants’ business in California, Defendants  
21 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare  
22 Commission (“IWC”), and the California Business & Professions Code.

23 5. Despite these requirements, throughout the statutory period Defendants  
24 maintained a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum  
26 wages, and overtime wages in compliance with the California Labor Code  
27 and IWC Wage Orders;  
28

- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Failing to indemnify employees for necessary business expenses incurred;
- (e) Willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates; and
- (f) Failing to maintain accurate records of the hours that employees worked.
- (g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

1 **THE PARTIES**

2 **A. Plaintiff**

3 8. Plaintiff is a California resident that worked for Defendants in the County of  
4 Sacramento, State of California during the statutory period.

5 9. Plaintiff reserves the right to seek leave to amend this complaint to add new  
6 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*  
7 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

8 **B. Defendants**

9 10. Plaintiff is informed and believes, and based upon that information and belief  
10 alleges, that Defendants are:

- 11 (a) Business entities with their principal places of business in Sacramento,  
12 California.
- 13 (b) Business entities conducting business in numerous counties throughout the  
14 State of California, including in Sacramento County; and
- 15 (c) The former employers of Plaintiff, and the current and/or former employers  
16 of the Aggrieved Employees. Defendants suffered and permitted Plaintiff  
17 and the Aggrieved Employees to work, and/or controlled their wages,  
18 hours, or working conditions

19 11. Plaintiff does not currently know the true names or capacities of the persons or  
20 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious  
21 names. Each of the Doe Defendants was in some manner legally responsible for the damages  
22 suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this  
23 complaint to set forth the true names and capacities of these Defendants when they have been  
24 ascertained, together with appropriate charging allegations, as may be necessary.

25 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and  
26 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,  
27 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of  
28 California.

1           13. Plaintiff is informed and believes and thereon alleges that at all relevant times  
2 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and  
3 the other Aggrieved Employees as described below, and exercised control over their wages,  
4 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all  
5 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,  
6 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
7 predecessor in interest of some or all of the other Defendants, and was engaged with some or all  
8 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some  
9 or all of the other Defendants so as to be liable for their conduct with respect to the matters  
10 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted  
11 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or  
12 should have known about, and authorized, ratified, adopted, approved, controlled, aided and  
13 abetted the conduct of all other Defendants.

14                           **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15           14. Plaintiff is a California resident who worked for Defendants in the County of  
16 Sacramento, State of California during the statutory period. Plaintiff was typically scheduled to  
17 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

18           15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours  
19 worked (including minimum wages and overtime wages), failed to provide Plaintiff with  
20 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest  
21 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all  
22 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish  
23 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for  
24 Defendants was typical and illustrative.

25           16. Throughout the statutory period, Defendants maintained a policy and practice of  
26 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime  
27 wages. Plaintiff and the Aggrieved Employees were sometimes unable to clock into work, and  
28 were required to contact technical support while off the clock to resolve the issue,

1 uncompensated. Also, Plaintiff and the Aggrieved Employees were sometimes interrupted during  
2 meal breaks, uncompensated. Also, Plaintiff and the Aggrieved Employees received non-  
3 discretionary bonuses and other remuneration. However, Defendants failed to incorporate all  
4 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,  
5 and sick day rate of pay, leading to underpayment to Plaintiff and the Aggrieved Employees.

6 17. Throughout the statutory period, Defendants have wrongfully failed to provide  
7 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants  
8 sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of  
9 five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-  
10 free meal period for every five hours of work, or without compensating Plaintiff and the  
11 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of  
12 work or tenth hour of work. Defendants also did not adequately inform Plaintiff and the  
13 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or,  
14 for shifts greater than 10 hours, by the end of the tenth hour of work. Plaintiff and the Aggrieved  
15 Employees were sometimes required to work during their meal periods, leading to the failure to  
16 provide uninterrupted meal periods. Accordingly, Defendants' policy and practice was to not  
17 provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California  
18 law.

19 18. Throughout the statutory period, Defendants have wrongfully failed to authorize  
20 and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.  
21 Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work  
22 in excess of four consecutive hours a day without Defendants authorizing and permitting them to  
23 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or  
24 major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees  
25 for rest periods that were not authorized or permitted. Defendants also did not adequately inform  
26 Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants  
27 did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and  
28 the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the

1 timing of rest periods. Defendants also did not have adequate policies or practices to verify  
2 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,  
3 Defendants did not maintain accurate records of employee work periods, and therefore  
4 Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods  
5 during the middle of each work period. Accordingly, Defendants' policy and practice was to not  
6 authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance  
7 with California law.

8         19. Throughout the statutory period, Defendants wrongfully required Plaintiff and the  
9 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for  
10 Defendants without reimbursement. For example, Plaintiff and the Aggrieved Employees did not  
11 receive all reimbursements for her home internet and cellular telephones reimbursements. Also,  
12 Plaintiff and the Aggrieved Employees were required to use personal printers, computers, and  
13 office supplies without reimbursement.

14         20. Throughout the statutory period, Defendants willfully failed and refused to timely  
15 pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for  
16 all minimum wages, overtime wages, meal period premium wages, and rest period premium  
17 wages. Further, Defendants did not pay Plaintiff and the Aggrieved Employees their final  
18 paychecks immediately upon termination.

19         21. Throughout the statutory period, Defendants failed to furnish Plaintiff and the  
20 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly  
21 rates, and all gross and net wages earned (including correct hours worked, correct wages earned  
22 for hours worked, correct overtime hours worked, correct wages for meal periods that were not  
23 provided in accordance with California law, correct wages for rest periods that were not  
24 authorized and permitted to take in accordance with California law, and Defendant's address).  
25 Further, the wage statements do not show Defendant's address as required by California law. As  
26 a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved  
27 Employees suffered injury because, among other things:  
28

- 1 (a) the violations led them to believe that they were not entitled to be paid  
2 minimum wages, overtime wages, meal period premium wages, and rest  
3 period premium wages to which they were entitled, even though they were  
4 entitled;
- 5 (b) the violations led them to believe that they had been paid the minimum,  
6 overtime, meal period premium, and rest period premium wages, even  
7 though they had not been;
- 8 (c) the violations led them to believe they were not entitled to be paid  
9 minimum, overtime, meal period premium, and rest period premium wages  
10 at the correct California rate even though they were;
- 11 (d) the violations led them to believe they had been paid minimum, overtime,  
12 meal period premium, and rest period premium wages at the correct  
13 California rate even though they had not been;
- 14 (e) the violations hindered them from determining the amounts of minimum,  
15 overtime, meal period premium, and rest period premium owed to them;
- 16 (f) in connection with their employment before and during this action, and in  
17 connection with prosecuting this action, the violations caused them to have  
18 to perform mathematical computations to determine the amounts of wages  
19 owed to them, computations they would not have to make if the wage  
20 statements contained the required accurate information;
- 21 (g) by understating the wages truly due them, the violations caused them to  
22 lose entitlement and/or accrual of the full amount of Social Security,  
23 disability, unemployment, and other governmental benefits;
- 24 (h) the wage statements inaccurately understated the wages, hours, and wages  
25 rates to which Plaintiff and the Aggrieved Employees were entitled, and  
26 Plaintiff and the Aggrieved Employees were paid less than the wages and  
27 wage rates to which they were entitled.  
28

1 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California  
2 Labor Code § 226(e), including actual damages.

3 **FIRST CAUSE OF ACTION**

4 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

5 22. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
6 paragraphs 1 through 21 in this Complaint.

7 23. “Hours worked” is the time during which an employee is subject to the control of  
8 an employer, and includes all the time the employee is suffered or permitted to work, whether or  
9 not required to do so.

10 24. At all relevant times herein mentioned, Defendants knowingly failed to pay to  
11 Plaintiff compensation for all hours they worked. By their failure to pay compensation for each  
12 hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of  
13 the California Labor Code, and any additional applicable Wage Orders, which require such  
14 compensation to non-exempt employees.

15 25. Accordingly, Plaintiff is entitled to recover minimum wages for all non-overtime  
16 hours worked for Defendants.

17 26. By and through the conduct described above, Plaintiff has been deprived of their  
18 rights to be paid wages earned by virtue of their employment with Defendants.

19 27. By virtue of the Defendants’ unlawful failure to pay additional compensation to  
20 Plaintiff for her non-overtime hours worked without pay, Plaintiff suffered, and will continue to  
21 suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the  
22 jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

23 28. By failing to keep adequate time records required by California Labor Code §  
24 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage  
25 compensation due Plaintiff.

26 29. Pursuant to California Labor Code section 1194.2, Plaintiff is entitled to recover  
27 liquidated damages (double damages) for Defendants’ failure to pay minimum wages.  
28

1           30.     California Labor Code section 204 requires employers to provide employees with  
2 all wages due and payable twice a month. Throughout the statute of limitations period applicable  
3 to this cause of action, Plaintiff was entitled to be paid twice a month at rates required by law,  
4 including minimum wages. However, during all such times, Defendants systematically failed  
5 and refused to pay Plaintiff all such wages due, and failed to pay those wages twice a month.

6           31.     Plaintiff is also entitled to seek recovery of all unpaid minimum wages, interest,  
7 and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and  
8 1194(a).

## 9                                   **SECOND CAUSE OF ACTION**

### 10                   **(Against all Defendants for Failure to Pay Overtime Wages)**

11           32.     Plaintiff incorporates by reference and re-alleges as if fully stated herein  
12 paragraphs 1 through 21 in this Complaint.

13           33.     California Labor Code § 510 provides that employees in California shall not be  
14 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless  
15 they receive additional compensation beyond their regular wages in amounts specified by law.

16           34.     California Labor Code §§ 1194 and 1198 provide that employees in California  
17 shall not be employed more than eight hours in any workday unless they receive additional  
18 compensation beyond their regular wages in amounts specified by law. Additionally, California  
19 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed  
20 by the Industrial Welfare Commission is unlawful.

21           35.     At all times relevant hereto, Plaintiff has worked more than eight hours in a  
22 workday, as employees of Defendants.

23           36.     At all times relevant hereto, Defendants failed to pay Plaintiff overtime  
24 compensation for the hours they have worked in excess of the maximum hours permissible by  
25 law as required by California Labor Code § 510 and 1198. Plaintiff is regularly required to work  
26 overtime hours.

27           37.     By virtue of Defendants' unlawful failure to pay additional premium rate  
28 compensation to the Plaintiff for their overtime hours worked, Plaintiff has suffered, and will

1 continue to suffer, damages in amounts which are presently unknown to them but which exceed  
2 the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

3 38. By failing to keep adequate time records required by Labor Code § 1174(d),  
4 Defendants have made it difficult to calculate the full extent of overtime compensation due to  
5 Plaintiff.

6 39. Plaintiff also requests recovery of overtime compensation according to proof,  
7 interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the  
8 assessment of any statutory penalties against Defendants, in a sum as provided by the California  
9 Labor Code and/or other statutes.

10 40. California Labor Code § 204 requires employers to provide employees with all  
11 wages due and payable twice a month. The Wage Orders also provide that every employer shall  
12 pay to each employee, on the established payday for the period involved, overtime wages for all  
13 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff with all  
14 compensation due, in violation of California Labor Code § 204.

### 15 **THIRD CAUSE OF ACTION**

#### 16 **(Against All Defendants for Failure to Provide Meal Periods)**

17 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
18 paragraphs 1 through 21 in this Complaint.

19 42. Under California law, Defendants have an affirmative obligation to relieve the  
20 Plaintiff of all duty in order to take their first daily meal periods no later than the start of  
21 Plaintiff's sixth hour of work in a workday, and to take her second meal periods no later than the  
22 start of the eleventh hour of work in the workday. Section 512 of the California Labor Code, and  
23 Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods  
24 of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the  
25 California Labor Code for an employer to require any employee to work during any meal period  
26 mandated under any Wage Order.

27 43. Despite these legal requirements, Defendants regularly failed to provide Plaintiff  
28 with both meal periods as required by California law. By their failure to permit and authorize

1 Plaintiff to take all meal periods as alleged above (or due to the fact that Defendants made it  
2 impossible or impracticable to take these uninterrupted meal periods), Defendants willfully  
3 violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage  
4 Orders.

5 44. Under California law, Plaintiff is entitled to be paid one hour of additional wages  
6 for each workday he or she was not provided with all required meal period(s), plus interest  
7 thereon.

#### 8 **FOURTH CAUSE OF ACTION**

##### 9 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

10 45. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
11 paragraphs 1 through 21 in this Complaint.

12 46. Defendants are required by California law to authorize and permit breaks of 10  
13 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than  
14 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that  
15 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for  
16 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten  
17 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so  
18 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of  
19 the California Labor Code for an employer to require any employee to work during any rest  
20 period mandated under any Wage Order.

21 47. Despite these legal requirements, Defendants failed to authorize Plaintiff to take  
22 rest breaks, regardless of whether employees worked more than 4 hours in a workday. By their  
23 failure to permit and authorize Plaintiff to take rest periods as alleged above (or due to the fact  
24 that Defendants made it impossible or impracticable to take these uninterrupted rest periods),  
25 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and  
26 the applicable Wage Orders.

1           48. Under California law, Plaintiff is entitled to be paid one hour of premium wages  
2 rate for each workday he or she was not provided with all required rest break(s), plus interest  
3 thereon.

4                                   **FIFTH CAUSE OF ACTION**

5           **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

6           49. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
7 paragraphs 1 through 21 in this Complaint.

8           50. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by  
9 failing to pay and indemnify the Plaintiff for her necessary expenditures and losses incurred in  
10 direct consequence of the discharge of their duties or of their obedience to directions of  
11 Defendants.

12           51. As a result, Plaintiff was damaged at least in the amounts of the expenses they  
13 paid, or which were deducted by Defendants from her wages.

14           52. Plaintiff is entitled to attorney's fees, expenses, and costs of suit pursuant to Labor  
15 Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

16                                   **SIXTH CAUSE OF ACTION**

17           **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**  
18                                   **Penalties)**

19           53. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
20 paragraphs 1 through 21 in this Complaint.

21           54. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if  
22 an employer discharges an employee, the wages earned and unpaid at the time of discharge are  
23 due and payable immediately, and that if an employee voluntarily leaves his or her employment,  
24 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,  
25 unless the employee has given seventy-two (72) hours previous notice of his or her intention to  
26 quit, in which case the employee is entitled to his or her wages at the time of quitting.

27           55. Within the applicable statute of limitations, the employment of Plaintiff ended, i.e.  
28 was terminated by quitting or discharge, and the employment of others will be. However, during

1 the relevant time period, Defendants failed, and continue to fail to pay terminated Plaintiff,  
2 without abatement, all wages required to be paid by California Labor Code sections 201 and 202  
3 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'  
4 employ.

5 56. Defendants' failure to pay Plaintiff her wages earned and unpaid at the time of  
6 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation  
7 of California Labor Code §§ 201 and 202.

8 57. California Labor Code § 203 provides that if an employer willfully fails to pay  
9 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall  
10 continue as a penalty wage from the due date, and at the same rate until paid or until an action is  
11 commenced; but the wages shall not continue for more than thirty (30) days.

12 58. Plaintiff is entitled to recover from Defendants their additionally accruing wages  
13 for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum  
14 pursuant to California Labor Code § 203.

15 59. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff is also  
16 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this  
17 action.

## 18 **SEVENTH CAUSE OF ACTION**

### 19 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 20 **Compliant Wage Records)**

21 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
22 paragraphs 1 through 21 in this Complaint.

23 61. At all material times set forth herein, California Labor Code § 226(a) provides that  
24 every employer shall furnish each of his or her employees an accurate itemized wage statement  
25 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours  
26 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate  
27 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made  
28 on written orders of the employee may be aggregated and shown as one item, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
2 employee and the last four digits of his or her social security number or an employee  
3 identification number other than a social security number, (8) the name and address of the legal  
4 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and  
5 the corresponding number of hours worked at each hourly rate by the employee.

6 62. Defendants have intentionally and willfully failed to provide employees with  
7 complete and accurate wage statements. The deficiencies include, among other things, the  
8 failure to correctly identify the gross wages earned by Plaintiff, the failure to list the true “total  
9 hours worked by the employee,” and the failure to list the true net wages earned.

10 63. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff  
11 has suffered injury and damage to their statutorily-protected rights.

12 64. Specifically, Plaintiff has been injured by Defendants’ intentional violation of  
13 California Labor Code § 226(a) because she was denied both her legal right to receive, and her  
14 protected interest in receiving, accurate, itemized wage statements under California Labor Code  
15 § 226(a).

16 65. Calculation of the true wage entitlement for Plaintiff is difficult and time  
17 consuming. As a result of this unlawful burden, Plaintiff was also injured as a result of having to  
18 bring this action to attempt to obtain correct wage information following Defendants’ refusal to  
19 comply with many of the mandates of California’s Labor Code and related laws and regulations.

20 66. Plaintiff is entitled to recover from Defendants their actual damages caused by  
21 Defendants’ failure to comply with California Labor Code § 226(a).

22 67. Plaintiff is also entitled to injunctive relief, as well as an award of attorney’s fees  
23 and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

#### 24 **EIGHTH CAUSE OF ACTION**

25 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**  
26 **et seq.)**

27 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
28 paragraphs 1 through 21 in this Complaint.

69. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

70. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

71. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

72. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

#### **Failure to Pay Minimum Wages**

73. Defendants’ failure to pay minimum wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

#### **Failure to Pay Overtime Wages**

74. Defendants’ failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

#### **Failure to Maintain Accurate Records of All Hours Worked**

75. Defendants’ failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

#### **Failure to Provide Meal Periods**

76. Defendants’ failure to provide meal periods in accordance with California Labor

Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

**Failure to Authorize and Permit Rest Periods**

77. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

**Failure to Indemnify Necessary Business Expenses**

78. Defendants' failure to indemnify employees for necessary business expenses in accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

**Failure to Provide Accurate Itemized Wage Statements**

79. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

80. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

81. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful conduct.

82. Plaintiff is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff has been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff is not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

83. Plaintiff is further entitled to and do seek a declaration that the above described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the

Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

84. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries which she suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

85. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

86. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

### **NINTH CAUSE OF ACTION**

#### **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

87. Plaintiff incorporates by reference and re-allege as if fully stated herein paragraphs 1 through 21 in this Second Amended Complaint.

88. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

89. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,

1 be recovered through a civil action brought by an aggrieved employee on behalf of himself or  
2 herself and other current or former employees pursuant to the procedures specified in Section  
3 2699.3.”

4 90. Plaintiff has exhausted his administrative remedies pursuant to California Labor  
5 Code § 2699.3. On September 22, 2024, Plaintiff gave written notice by online filing to the  
6 Labor and Workforce Development Agency and by certified mail to Defendants of the specific  
7 provisions of the Labor Code that Defendants have violated against Plaintiff and current and  
8 former aggrieved employees, including the facts and theories to support the violations (See  
9 attached as Exhibit A). Plaintiff’s PAGA case number is No. LWDA-CM-1052013-24. At the  
10 time of this filing, 65 days have elapsed since Plaintiff provided notice, but the Labor and  
11 Workforce Development Agency has not indicated that it intends to investigate Defendants’  
12 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil  
13 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of  
14 the Labor Code described in this Complaint. These penalties include, but are not limited to,  
15 penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

16 91. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor  
17 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,  
18 employing labor who willfully fails to maintain accurate and complete records required by  
19 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable  
20 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee  
21 begins and ends each work period. Meal periods, and total hours worked daily shall also be  
22 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall  
23 keep total hours worked in the payroll period and applicable rates of pay.

24 92. During the time period of employment for Plaintiff and the Aggrieved Employees,  
25 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to  
26 maintain accurate records showing meal periods, and accurate records showing when employees  
27 begin and end each work period. Defendants’ failure to provide and maintain records required by  
28 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to

1 know, understand and question the accuracy and frequency of meal periods, and the accuracy of  
2 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved  
3 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an  
4 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved  
5 Employees have suffered and continue to suffer, substantial losses related to the use and  
6 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking  
7 to compel Defendants to fully perform its obligation under state law, all to their respective  
8 damage in amounts according to proof at trial. Because of Defendants' knowing failure to  
9 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved  
10 Employees have also suffered an injury in that they were prevented from knowing,  
11 understanding, and disputing the wage payments paid to them.

12 93. Based on the conduct described in this First Amended Complaint, Plaintiff is  
13 entitled to an award of civil penalties on behalf of themselves, the State of California, and  
14 similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in  
15 all, is in an amount to be shown according to proof at trial. These penalties are in addition to all  
16 other remedies permitted by law.

17 94. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs  
18 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in  
19 any action shall be entitled to an award of reasonable attorney's fees and costs."

#### 20 **PRAYER FOR RELIEF**

21 Plaintiff, on behalf of all similarly Aggrieved Employees, prays for relief and judgment  
22 against Defendants, jointly and severally, as follows:

#### 23 **As to the First Cause of Action**

24 1. That the Court declare, adjudge and decree that Defendants violated California  
25 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all  
26 minimum wages due;

27 2. For general unpaid wages as may be appropriate;

28 3. For pre-judgment interest on any unpaid compensation commencing from the date

1 such amounts were due;

2 4. For liquidated damages;

3 5. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
4 California Labor Code § 1194(a); and,

5 6. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Second Cause of Action

7 7. That the Court declare, adjudge and decree that Defendants violated California  
8 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all  
9 overtime wages due;

10 8. For general unpaid wages at overtime wage rates as may be appropriate;

11 9. For pre-judgment interest on any unpaid overtime compensation commencing  
12 from the date such amounts were due;

13 10. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
14 California Labor Code § 1194(a); and,

15 11. For such other and further relief as the Court may deem equitable and appropriate.

16 As to the Third Cause of Action

17 12. That the Court declare, adjudge and decree that Defendants violated California  
18 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

19 13. For unpaid meal period premium wages as may be appropriate;

20 14. For pre-judgment interest on any unpaid compensation commencing from the date  
21 such amounts were due;

22 15. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,  
23 and for costs of suit incurred herein; and

24 16. For such other and further relief as the Court may deem equitable and appropriate.

25 As to the Fourth Cause of Action

26 17. That the Court declare, adjudge and decree that Defendants violated California  
27 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

28 18. For unpaid rest period premium wages as may be appropriate;

1           19.     For pre-judgment interest on any unpaid compensation commencing from the date  
2 such amounts were due;

3           20.     For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,  
4 and for costs of suit incurred herein; and

5           21.     For such other and further relief as the Court may deem equitable and appropriate.

6                               As to the Fifth Cause of Action

7           22.     That the Court declare, adjudge and decree that Defendants violated Labor Code §  
8 2802 and the IWC Wage Orders;

9           23.     For general unpaid wages and reimbursement of business expenses as may be  
10 appropriate;

11          24.     For pre-judgment interest on any unpaid compensation commencing from the date  
12 such amounts were due;

13          25.     For reasonable attorneys' fees and for costs of suit incurred herein; and

14          26.     For such other and further relief as the Court may deem equitable and appropriate.

15                               As to the Sixth Cause of Action

16          27.     That the Court declare, adjudge and decree that Defendants violated California  
17 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of  
18 termination of the employment;

19          28.     For statutory wage penalties pursuant to California Labor Code § 203 for former  
20 employees who have left Defendants' employ;

21          29.     For pre-judgment interest on any unpaid wages from the date such amounts were  
22 due;

23          30.     For reasonable attorneys' fees and for costs of suit incurred herein; and

24          31.     For such other and further relief as the Court may deem equitable and appropriate.

25                               As to the Seventh Cause of Action

26          32.     That the Court declare, adjudge and decree that Defendants violated the record  
27 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and  
28 willfully failed to provide accurate itemized wage statements thereto;

- 1           33.     For penalties and actual damages pursuant to California Labor Code § 226(e);  
2           34.     For injunctive relief to ensure compliance with this section, pursuant to California  
3 Labor Code § 226(h);  
4           35.     For reasonable attorneys' fees and for costs of suit incurred herein; and  
5           36.     For such other and further relief as the Court may deem equitable and appropriate.

6                               As to the Eighth Cause of Action

7           37.     That the Court declare, adjudge and decree that Defendants violated California  
8 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked  
9 (including minimum and overtime wages), failing to provide meal periods, failing to maintain  
10 accurate records of meal periods, failing to authorize and permit rest periods, and failing to  
11 maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage  
12 statements, and failing to indemnify necessary business expenses;

13          38.     For restitution of unpaid wages to Plaintiff and prejudgment interest from the day  
14 such amounts were due and payable;

15          39.     For the appointment of a receiver to receive, manage and distribute any and all  
16 funds disgorged from Defendants and determined to have been wrongfully acquired by  
17 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

18          40.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
19 California Code of Civil Procedure § 1021.5;

20          41.     For injunctive relief to ensure compliance with this section, pursuant to California  
21 Business & Professions Code §§ 17200, *et seq.*; and,

22          42.     For such other and further relief as the Court may deem equitable and appropriate.

23                               As to the Ninth Cause of Action

24          43.     That the Court declare, adjudge and decree that Defendant violated the California  
25 Labor Code by failing to pay minimum wages, failure to pay overtime wages, failure to provide  
26 meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of  
27 hours worked and meal periods, failure to timely pay all wages to terminated employees, failure  
28 to indemnify necessary business expenses, and failure to furnish accurate wage statements;

44. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other applicable Labor Code provisions;

45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;

46. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

47. For any additional relief that the Court deems just and proper.

Dated: November 26, 2024

Respectfully submitted,

MOON LAW GROUP, PC

By:

Kane Moon  
Allen Feghali  
Lilit Ter-Astvatsatryan  
S. Emily Grams  
Attorneys for Plaintiff

## DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: November 26, 2024

MOON LAW GROUP, PC

By:

Kane Moon  
Allen Feghali  
Lilit Ter-Astvatsatryan  
S. Emily Grams  
Attorneys for Plaintiff