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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

CHERYL A. GERRISH and SHENIKA AKINS,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

ORANGE COUNTY'S CREDIT UNION; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 30-2024-01400951-CU-OE-CXC

**SECOND AMENDED
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 §§ 510, 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7 and 512];
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 §§ 2698, *et seq.*].

DEMAND FOR JURY TRIAL

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1 Plaintiffs Cheryl A. Gerrish ("Plaintiff Gerrish") and Shenika Akins ("Plaintiff Akins")
2 (together, "Plaintiffs"), based upon facts that either have evidentiary support or are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery, allege
4 as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants Orange County's Credit Union, and
7 Does 1 through 10 (collectively referred to as "Defendants") for California Labor Code violations
8 and unfair business practices stemming from Defendants' failure to pay minimum wages, failure
9 to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
11 wages to terminated employees, failure to indemnify necessary business expenses, and failure to
12 furnish accurate wage statements.

13 2. Plaintiffs brings the First through Eighth Causes of Action individually on behalf of
14 themselves as former employees of Defendants.

15 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
16 California Private Attorney General Act ("PAGA") to recover civil penalties that are owed to
17 Plaintiffs, the State of California, and past and present hourly-paid, non-exempt employees of
18 Defendants who worked in California during the applicable statute of limitations period (hereinafter
19 referred to as the "Aggrieved Employees").

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

25 5. Despite these requirements, throughout the statutory period Defendants maintained
26 a systematic, company-wide policy and practice of:
27
28

- 1 (a) Failing to pay employees for all hours worked, including all minimum
2 wages, and overtime wages in compliance with the California Labor Code
3 and IWC Wage Orders;
- 4 (b) Failing to provide employees with timely and duty-free meal periods in
5 compliance with the California Labor Code and IWC Wage Orders, failing
6 to maintain accurate records of all meal periods taken or missed, and failing
7 to pay an additional hour's pay for each workday a meal period violation
8 occurred;
- 9 (c) Failing to authorize and permit employees to take timely and duty-free rest
10 periods in compliance with the California Labor Code and IWC Wage
11 Orders, and failing to pay an additional hour's pay for each workday a rest
12 period violation occurred;
- 13 (d) Failing to indemnify employees for necessary business expenses incurred;
- 14 (e) Willfully failing to pay employees all minimum wages, overtime wages,
15 meal period premium wages, and rest period premium wages due within the
16 time period specified by California law when employment terminates;
- 17 (f) Failing to maintain accurate records of the hours that employees worked;
18 and
- 19 (g) Failing to provide employees with accurate, itemized wage statements
20 containing all the information required by the California Labor Code and
21 IWC Wage Orders.

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

26 7. At all relevant times, Defendants were and are legally responsible for all of the
27 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
28 foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further,

1 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
2 the doctrine of “respondeat superior”.

3 **THE PARTIES**

4 **A. Plaintiffs**

5 8. Plaintiff Gerrish is a California resident who worked for Defendants in the County
6 of Orange, State of California as an accounting employee from approximately June 2022 to April
7 2024.

8 9. Plaintiff Akins is a California resident who worked for Defendants in the County of
9 Orange, State of California as a member service representative from approximately September
10 2023 to June 2024.

11 10. Plaintiffs reserve the right to seek leave to amend this complaint to add new
12 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
13 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

14 **B. Defendants**

15 11. Plaintiffs are informed and believe, and based upon that information and belief
16 allege, that Defendants are:

- 17 (a) Business entities with their principal places of business in Orange,
18 California.
- 19 (b) Business entities conducting business in numerous counties throughout the
20 State of California, including in Orange County; and
- 21 (c) The former employers of Plaintiffs, and the current and/or former employers
22 of the Aggrieved Employees. Defendants suffered and permitted Plaintiffs
23 and the Aggrieved Employees to work, and/or controlled their wages, hours,
24 or working conditions; and
- 25 (d) At all times mentioned herein, Defendants are and were the joint employers
26 of Plaintiffs and the Aggrieved Employees.

27 12. Plaintiffs do not currently know the true names or capacities of the persons or
28 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious

1 names. Each of the Doe Defendants was in some manner legally responsible for the damages
2 suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
3 complaint to set forth the true names and capacities of these Defendants when they have been
4 ascertained, together with appropriate charging allegations, as may be necessary.

5 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
6 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
7 injured a significant number of Plaintiffs and the Aggrieved Employees in the State of California.

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

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

22 15. Plaintiffs are each a California resident who worked for Defendants in the County
23 of Orange, State of California during the statutory period. During the statutory time period,
24 Defendants classified Plaintiffs each as a non-exempt employee. Plaintiffs were typically
25 scheduled to work at least 5 days in a workweek, and typically in excess of 8 hours in a single
26 workday.

27 16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
28 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with

1 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
2 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all final
3 wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to furnish
4 accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience working for
5 Defendants was typical and illustrative.

6 17. Throughout the statutory period, Defendants maintained a policy and practice of not
7 paying Plaintiffs and the Aggrieved Employees for all hours worked, including all overtime wages.
8 Throughout the statutory period, Plaintiffs and the Aggrieved Employees received non-
9 discretionary bonuses, incentive pay, fringe benefits, and other remuneration. However,
10 Defendants failed to incorporate all remuneration when calculating the correct overtime rate of
11 pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment. Also
12 during the statutory period, Plaintiffs and the Aggrieved Employees were required to work off the
13 clock, and uncompensated. For example, Plaintiffs and the Aggrieved Employees were required
14 to undergo COVID screening prior to clocking into work and when returning from meal breaks,
15 off the clock and uncompensated. Also, in order to clock into work, Plaintiffs and the Aggrieved
16 Employees were required to boot up their computers, enter the ADP application, and then clock in,
17 all of which took time off the clock, and uncompensated.

18 18. Throughout the statutory period, Defendants have wrongfully failed to provide
19 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants
20 sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work in excess of
21 five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free
22 meal period for every five hours of work, or without compensating Plaintiffs and the Aggrieved
23 Employees for meal periods that were not provided by the end of the fifth hour of work or tenth
24 hour of work. Defendants also did not adequately inform Plaintiffs and the Aggrieved Employees
25 of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than
26 10 hours, by the end of the tenth hour of work. Accordingly, Defendants' policy and practice was
27 to not provide meal periods to Plaintiffs and the Aggrieved Employees in compliance with
28 California law.

1 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
2 and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods.
3 Defendants sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work
4 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
5 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major
6 fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees for rest
7 periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiffs
8 and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not
9 have adequate policies or practices permitting or authorizing rest periods for Plaintiffs and the
10 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing
11 of rest periods. Defendants also did not have adequate policies or practices to verify whether
12 Plaintiffs and the Aggrieved Employees were taking their required rest periods. Further,
13 Defendants did not maintain accurate records of employee work periods, and therefore Defendants
14 cannot demonstrate that Plaintiffs and the Aggrieved Employees took rest periods during the
15 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
16 and permit Plaintiffs and the Aggrieved Employees to take rest periods in compliance with
17 California law.

18 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
19 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
20 Defendants without reimbursement, such as requiring Plaintiffs and the Aggrieved Employees to
21 use home internet and personal computers from home, and home office expenses, and were
22 required to use their personal cellular telephones for work purposes.

23 21. Throughout the statutory period, Defendants willfully failed and refused to timely
24 pay Plaintiffs and the Aggrieved Employees at the conclusion of their employment all wages for
25 all minimum wages, overtime wages, meal period premium wages, and rest period premium wages.
26 Further, Defendants did not pay Plaintiffs and the Aggrieved Employees their final paychecks
27 immediately upon termination.
28

1 22. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
2 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
3 and all gross and net wages earned (including correct hours worked, correct wages earned for hours
4 worked, correct overtime hours worked, correct wages for meal periods that were not provided in
5 accordance with California law, correct wages for rest periods that were not authorized and
6 permitted to take in accordance with California law, and Defendant's address). Further, the wage
7 statements do not show Defendant's address as required by California law. As a result of these
8 violations of California Labor Code § 226(a), Plaintiffs and the Aggrieved Employees suffered
9 injury because, among other things:

- 10 (a) the violations led them to believe that they were not entitled to be paid
11 minimum wages, overtime wages, meal period premium wages, rest period
12 premium wages, and reimbursement for business expenses to which they
13 were entitled, even though they were entitled;
- 14 (b) the violations led them to believe that they had been paid the minimum,
15 overtime, meal period premium, and rest period premium wages, even
16 though they had not been;
- 17 (c) the violations led them to believe they were not entitled to be paid minimum,
18 overtime, meal period premium, and rest period premium wages at the
19 correct California rate even though they were;
- 20 (d) the violations led them to believe they had been paid minimum, overtime,
21 meal period premium, and rest period premium wages at the correct
22 California rate even though they had not been;
- 23 (e) the violations hindered them from determining the amounts of minimum,
24 overtime, meal period premium, and rest period premium wages and
25 business reimbursements owed to them;
- 26 (f) in connection with their employment before and during this action, and in
27 connection with prosecuting this action, the violations caused them to have
28 to perform mathematical computations to determine the amounts of wages

1 and reimbursements owed to them, computations they would not have to
2 make if the wage statements contained the required accurate information;

3 (g) by understating the wages truly due them, the violations caused them to lose
4 entitlement and/or accrual of the full amount of Social Security, disability,
5 unemployment, and other governmental benefits; and

6 (h) the wage statements inaccurately understated the wages, hours, and wages
7 rates to which Plaintiffs and the Aggrieved Employees were entitled, and
8 Plaintiffs and the Aggrieved Employees were paid less than the wages and
9 wage rates to which they were entitled.

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

12 **FIRST CAUSE OF ACTION**

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

14 23. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
15 foregoing paragraphs of this Complaint.

16 24. "Hours worked" is the time during which an employee is subject to the control of
17 an employer, and includes all the time the employee is suffered or permitted to work, whether or
18 not required to do so.

19 25. At all relevant times herein mentioned, Defendants knowingly failed to pay to
20 Plaintiffs compensation for all hours they worked. By their failure to pay compensation for each
21 hour worked as alleged above, Defendants willfully violated the provisions of California Labor
22 Code § 1194, and any additional applicable Wage Orders, which require such compensation to
23 non-exempt employees.

24 26. Accordingly, Plaintiffs are entitled to recover minimum wages for all non-overtime
25 hours worked for Defendants.

26 27. By and through the conduct described above, Plaintiffs have been deprived of their
27 rights to be paid wages earned by virtue of their employment with Defendants.
28

1 28. By virtue of the Defendants' unlawful failure to pay additional compensation to
2 Plaintiffs for their non-overtime hours worked without pay, Plaintiffs have suffered, and will
3 continue to suffer, damages in amounts which are presently unknown to Plaintiffs but which exceed
4 the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

5 29. By failing to keep adequate time records required by California Labor Code §
6 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
7 compensation due Plaintiffs.

8 30. Pursuant to California Labor Code § 1194.2, Plaintiffs are entitled to recover
9 liquidated damages (double damages) for Defendants' failure to pay minimum wages.

10 31. California Labor Code § 204 requires employers to provide employees with all
11 wages due and payable twice a month. Throughout the statute of limitations period applicable to
12 this cause of action, Plaintiffs were entitled to be paid twice a month at rates required by law,
13 including minimum wages. However, during all such times, Defendants systematically failed and
14 refused to pay Plaintiffs all such wages due, and failed to pay those wages twice a month.

15 32. Plaintiffs are also entitled to seek recovery of all unpaid minimum wages, interest,
16 and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and
17 1194(a).

18 **SECOND CAUSE OF ACTION**

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

20 33. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
21 foregoing paragraphs of this Complaint.

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

25 35. California Labor Code §§ 1194 and 1198 provide that employees in California shall
26 not be employed more than eight hours in any workday unless they receive additional
27 compensation beyond their regular wages in amounts specified by law. Additionally, California
28 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed

1 by the Industrial Welfare Commission is unlawful.

2 36. At all times relevant hereto, Plaintiffs have worked more than eight hours in a
3 workday, as employees of Defendants.

4 37. At all times relevant hereto, Defendants failed to pay Plaintiffs overtime
5 compensation for the hours they have worked in excess of the maximum hours permissible by law
6 as required by California Labor Code §§ 510 and 1198. Plaintiffs are regularly required to work
7 overtime hours.

8 38. By virtue of Defendants' unlawful failure to pay additional premium rate
9 compensation to Plaintiffs for their overtime hours worked, Plaintiffs have suffered, and will
10 continue to suffer, damages in amounts which are presently unknown to them but which exceed
11 the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

12 39. By failing to keep adequate time records required by California Labor Code §
13 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation
14 due to Plaintiffs.

15 40. Plaintiffs also request recovery of overtime compensation according to proof,
16 interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the
17 assessment of any statutory penalties against Defendants, in a sum as provided by the California
18 Labor Code and/or other statutes.

19 41. California Labor Code § 204 requires employers to provide employees with all
20 wages due and payable twice a month. The applicable Wage Orders also provide that every
21 employer shall pay to each employee, on the established payday for the period involved, overtime
22 wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs
23 with all compensation due, in violation of California Labor Code § 204.

24 **THIRD CAUSE OF ACTION**

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

26 42. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
27 foregoing paragraphs of this Complaint.
28

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

44. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

45. Under California law, Plaintiffs are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

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

46. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

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

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

49. Under California law, Plaintiffs are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

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

50. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

51. Defendants violated California Labor Code § 2802 and the applicable IWC Wage Orders, by failing to pay and indemnify Plaintiffs for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

52. As a result, Plaintiffs were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

53. Plaintiffs are entitled to attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

SIXTH CAUSE OF ACTION

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

54. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

55. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due

1 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
2 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
3 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
4 which case the employee is entitled to his or her wages at the time of quitting.

5 56. Within the applicable statute of limitations, the employment of Plaintiffs ended (i.e.,
6 was terminated by quitting or discharge). However, during the relevant time period, Defendants
7 failed, and continue to fail to pay Plaintiffs, without abatement, all wages required to be paid by
8 California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72)
9 hours of their leaving Defendants' employ.

10 57. Defendants' failure to pay Plaintiffs their wages earned and unpaid at the time of
11 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of
12 California Labor Code §§ 201 and 202.

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

17 59. Plaintiffs are entitled to recover from Defendants their additionally accruing wages
18 for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant
19 to California Labor Code § 203.

20 60. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs are also
21 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
22 action.

23 **SEVENTH CAUSE OF ACTION**

24 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 25 **Compliant Wage Records)**

26 61. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
27 foregoing paragraphs of this Complaint.

28 62. At all material times set forth herein, California Labor Code § 226(a) provides that

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

11 63. Defendants have intentionally and willfully failed to provide employees with
12 complete and accurate wage statements. The deficiencies include, among other things, the failure
13 to correctly identify the gross wages earned by Plaintiffs, the failure to list the true "total hours
14 worked by the employee," and the failure to list the true net wages earned.

15 64. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs
16 have suffered injury and damage to their statutorily-protected rights.

17 65. Specifically, Plaintiffs have been injured by Defendants' intentional violation of
18 California Labor Code § 226(a) because they were denied both their legal right to receive, and their
19 protected interest in receiving, accurate, itemized wage statements under California Labor Code §
20 226(a).

21 66. Calculation of the true wage entitlement for Plaintiffs \ is difficult and time
22 consuming. As a result of this unlawful burden, Plaintiffs were also injured as a result of having
23 to bring this action to attempt to obtain correct wage information following Defendants' refusal to
24 comply with many of the mandates of California's Labor Code and related laws and regulations.

25 67. Plaintiffs are entitled to recover from Defendants their actual damages caused by
26 Defendants' failure to comply with California Labor Code § 226(a).

27 68. Plaintiffs are also entitled to injunctive relief, as well as an award of attorneys' fees
28 and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

1 **EIGHTH CAUSE OF ACTION**

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

4 69. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
5 foregoing paragraphs of this Complaint.

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

8 71. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful, and harmful to Plaintiffs, other Aggrieved Employees, and to the general public.
10 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
11 California Code of Civil Procedure § 1021.5.

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

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

21 **Failure to Pay Minimum Wages**

22 74. Defendants’ failure to pay minimum wages, and other benefits in violation of the
23 California Labor Code, as alleged above, constitutes unfair, unlawful, and/or fraudulent activity
24 prohibited by California Business & Professions Code §§ 17200, *et seq.*

25 **Failure to Pay Overtime Wages**

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

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

2 76. Defendants' failure to maintain accurate records of all hours worked in accordance
3 with California Labor Code § 1174.5 and the applicable IWC Wage Orders, as alleged above,
4 constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &
5 Professions Code §§ 17200, *et seq.*

6 **Failure to Provide Meal Periods**

7 77. Defendants' failure to provide meal periods in accordance with California Labor
8 Code §§ 226.7 and 512 and the applicable IWC Wage Orders, as alleged above, constitutes unfair,
9 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§
10 17200, *et seq.*

11 **Failure to Authorize and Permit Rest Periods**

12 78. Defendants' failure to authorize and permit rest periods in accordance with
13 California Labor Code § 226.7 and the applicable IWC Wage Orders, as alleged above, constitutes
14 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code
15 §§ 17200, *et seq.*

16 **Failure to Indemnify Necessary Business Expenses**

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

21 **Failure to Provide Accurate Itemized Wage Statements**

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

25 81. By and through their unfair, unlawful, and/or fraudulent business practices
26 described herein, the Defendants, have obtained valuable property, money and services from
27 Plaintiffs and have deprived Plaintiffs of valuable rights and benefits guaranteed by law, all to their
28 detriment.

1 82. Plaintiffs have suffered monetary injury as a direct result of Defendants' wrongful
2 conduct.

3 83. Plaintiffs, individually, are entitled to, and do, seek such relief as may be necessary
4 to disgorge money and/or property which the Defendants have wrongfully acquired, or of which
5 Plaintiffs have been deprived, by means of the above-described unfair, unlawful, and/or fraudulent
6 business practices. Plaintiffs are not obligated to establish individual knowledge of the wrongful
7 practices of Defendants in order to recover restitution.

8 84. Plaintiffs, individually, are further entitled to, and do, seek a declaration that the
9 above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief
10 restraining Defendants, and each of them, from engaging in any of the above-described unfair,
11 unlawful, and/or fraudulent business practices in the future.

12 85. Plaintiffs, individually, have no plain, speedy, and/or adequate remedy at law to
13 redress the injuries which Plaintiffs have suffered as a consequence of Defendants' unfair,
14 unlawful, and/or fraudulent business practices. As a result of the unfair, unlawful, and/or
15 fraudulent business practices described above, Plaintiffs, individually, have suffered and will
16 continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from
17 continuing to engage in said unfair, unlawful, and/or fraudulent business practices.

18 86. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
19 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
20 withholdings.

21 87. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs are
22 entitled to restitution of the wages withheld and retained by Defendants during a period that
23 commences four years prior to the filing of the initial complaint in this action; a permanent
24 injunction requiring Defendants to pay all outstanding wages due to Plaintiffs; an award of
25 attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws;
26 and an award of costs.

1 **NINTH CAUSE OF ACTION**

2 **(Against all Defendants for Civil Penalties under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

4 88. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing
5 paragraphs of this Complaint.

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

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

15 91. Plaintiff Gerrish has exhausted her administrative remedies pursuant to California
16 Labor Code § 2699.3. On May 19, 2024, she gave written notice by online filing to the Labor and
17 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
18 the Labor Code that Defendants have violated against Plaintiff Gerrish and certain current and former
19 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff Gerrish
20 also paid the filing fee. Plaintiff Gerrish's PAGA case number is LWDA-CM-1029245-24.

21 92. Plaintiff Akins has exhausted her administrative remedies pursuant to California
22 Labor Code § 2699.3. On September 7, 2024, she gave written notice by online filing to the Labor
23 and Workforce Development Agency and by certified mail to Defendants of the specific provisions
24 of the Labor Code that Defendants have violated against Plaintiff Akins and certain current and
25 former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff
26 Akins also paid the filing fee. Plaintiff Akins' PAGA case number is LWDA-CM-1049458-24.

27 93. More than 65 days has elapsed since Plaintiffs have each provided notice, but the
28 Labor and Workforce Development Agency has not indicated that it intends to investigate

1 Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence
2 a civil action to recover penalties under California Labor Code § 2699 pursuant to California Labor
3 Code § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties
4 include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, and
5 2699(f)(2). On July 23, 2024, Plaintiff Gerrish filed a First Amended Class and Representative
6 Action Complaint to allege a civil cause of action under PAGA.

7 94. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor
8 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
9 employing labor who willfully fails to maintain accurate and complete records required by California
10 Labor Code § 1174 is subject to a penalty under California Labor Code § 1174.5. Pursuant to the
11 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the
12 employee begins and ends each work period. Meal periods and total hours worked daily shall also
13 be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
14 keep total hours worked in the payroll period and applicable rates of pay.

15 95. During the time period of employment for Plaintiffs and the Aggrieved Employees,
16 Defendants failed to maintain records pursuant to the California Labor Code and applicable IWC
17 Orders by failing to maintain accurate records showing meal periods. Defendants' failure to provide
18 and maintain records required by the California Labor Code and applicable IWC Wage Orders
19 deprived Plaintiffs and the Aggrieved Employees the ability to know, understand, and question the
20 accuracy and frequency of meal periods. Therefore, Plaintiffs and the Aggrieved Employees had no
21 way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
22 enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered,
23 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
24 on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform
25 its obligation under state law, all to their respective damage in amounts according to proof at trial.
26 Because of Defendants' knowing failure to comply with the California Labor Code and applicable
27 IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury in that they
28 were prevented from knowing, understanding, and disputing the wage payments paid to them.

1 96. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
2 of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved Employees
3 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
4 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

5 97. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
6 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall
7 be entitled to an award of reasonable attorney's fees and costs."

8 **PRAYER FOR RELIEF**

9 Plaintiffs, individually, pray for relief and judgment against Defendants, jointly and
10 severally, as follows:

11 As to the First Cause of Action

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

15 99. For general unpaid wages as may be appropriate, including minimum, straight time,
16 regular, double time, sick pay, and/or vacation pay;

17 100. For pre-judgment interest on any unpaid compensation commencing from the date
18 such amounts were due;

19 101. For liquidated damages;

20 102. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
21 California Labor Code § 1194(a); and

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

23 As to the Second Cause of Action

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

27 105. For general unpaid wages at overtime wage rates as may be appropriate;

28 106. For pre-judgment interest on any unpaid overtime compensation commencing from

1 the date such amounts were due;

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

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

5 As to the Third Cause of Action

6 109. That the Court declare, adjudge, and decree that Defendants violated California
7 Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders;

8 110. For unpaid meal period premium wages as may be appropriate;

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

11 112. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
12 and for costs of suit incurred herein; and

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

14 As to the Fourth Cause of Action

15 114. That the Court declare, adjudge, and decree that Defendants violated California
16 Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders;

17 115. For unpaid rest period premium wages as may be appropriate;

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

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

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

23 As to the Fifth Cause of Action

24 119. That the Court declare, adjudge, and decree that Defendants violated California
25 Labor Code § 2802 and the applicable IWC Wage Orders;

26 120. For general unpaid wages and reimbursement of business expenses as may be
27 appropriate;

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

3 122. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

5 As to the Sixth Cause of Action

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

9 125. For statutory wage penalties pursuant to California Labor Code § 203 for former
10 employees who have left Defendants' employ;

11 126. For pre-judgment interest on any unpaid wages from the date such amounts were
12 due;

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

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

15 As to the Seventh Cause of Action

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

19 130. For penalties and actual damages pursuant to California Labor Code § 226(e);

20 131. For injunctive relief to ensure compliance with this section, pursuant to California
21 Labor Code § 226(h);

22 132. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

24 As to the Eighth Cause of Action

25 134. That the Court declare, adjudge, and decree that Defendants violated California
26 Business & Professions Code §§ 17200, *et seq.*, by failing to pay wages for all hours worked
27 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
28 accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain

1 accurate records of all hours worked and meal periods, failing to furnish accurate wage statements,
2 and failing to indemnify necessary business expenses;

3 135. For restitution of unpaid wages to Plaintiffs and prejudgment interest from the day
4 such amounts were due and payable;

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

8 137. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
9 California Code of Civil Procedure § 1021.5;

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

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

13 As to the Ninth Cause of Action

14 140. That the Court declare, adjudge, and decree that Defendants violated the California
15 Labor Code by failing to pay all wages owed, including minimum, straight time, regular, overtime
16 double time, sick pay, and/or vacation pay wages, failing to provide meal periods, failing to maintain
17 accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse
18 necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate
19 wage statements;

20 141. For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all other
21 applicable California Labor Code provisions, on behalf of Plaintiff, the State of California, and all
22 Aggrieved Employees;

23 142. Pre-judgment and post-judgment interest at the maximum rate allowed;

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

26 144. Injunctive and declaratory relief to the extent allowed by PAGA; and

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

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017. On **November 12, 2024**, I served the foregoing document described as:

X by E-mailing the original X a true copy to the following:

Attorneys for Defendant Orange County's Credit Union.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **November 12, 2024**, at Los Angeles, California.

1
PROOF OF SERVICE