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of herself and others similarly situated

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

RITA DHANOTA, an individual, on behalf
of herself and others similarly situated,

Plaintiff,

vs.

NUCOR BUILDINGS GROUP WEST LLC,
a Delaware limited liability company,
AMERICAN BUILDINGS COMPANY, a
Delaware stock corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CV-24-000143

CLASS ACTION

Assigned for All Purposes To:
Hon. John R. Mayne
Dept.: 21

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Failure to Provide One Day's Rest from Seven Under Labor Code §§ 551 and 552
6. Violation of Labor Code § 226;
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Class Action Complaint Filed: January 5, 2024
Trial Date Set: None

1 Plaintiff RITA DHANOTA (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt, hourly employees employed by Defendants within the state of
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),
4 complains of Defendants, and each of them, as follows:

5 INTRODUCTION

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time from four years prior to the filing of
8 this lawsuit, are or were employed as non-exempt, hourly employees, including those employed as
9 designers, project managers, and engineers and in similar and related positions, by Defendants
10 NUCOR BUILDINGS GROUP WEST LLC, a Delaware limited liability company; AMERICAN
11 BUILDINGS COMPANY, a Delaware stock corporation; and DOES 1 through 50, inclusive (all
12 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
13 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
14 orders of the Industrial Welfare Commission (“IWC”), and the California Business & Professions
15 Code, and seeks redress for these violations.

16 2. Plaintiff and the Class Members worked as hourly, non-exempt Employees for
17 Defendants in positions generally pertaining to serving the agriculture, construction, heavy
18 equipment, oil and gas, automotive, energy generation and transmission, infrastructure, and
19 transportation industries with steel products and providing related services to Defendants’ clients.
20 Plaintiff, and upon information and belief the other similarly situated Employees in the Class,
21 were required to perform work tasks based out of Defendants’ offices and facilities in California.
22 Plaintiff was employed by Defendants as a detailer, and Defendants tasked her with duties that
23 included creating construction drawings, producing 3D modeling of buildings, generating and
24 verifying drawings and reports, generating bills of material, and designing standardized steel
25 framing conditions.

26 3. Defendants employed other similarly situated Employees in similar and related
27 positions based out of Defendants’ offices and facilities throughout California, including in the
28 cities of Modesto, Lathrop, Fontana, and Los Angeles. Plaintiff and the other similarly situated

1 Class Members worked at Defendants' behest without being paid all wages due and without being
2 provided all required breaks. More specifically, Plaintiff and the other similarly situated Class
3 Members were employed by Defendants and (1) shared similar job duties and responsibilities, (2)
4 were subjected to the same policies and practices, and (3) endured similar violations at
5 Defendants' hands.

6 4. Defendants required Plaintiff and the Employees in the Class to work off the clock
7 and failed to accurately record the hours they were on the clock, failed to pay them at the
8 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
9 resignation, and failed to provide Plaintiff and Class Members with accurate itemized wage
10 statements that prevented them from learning of these unlawful pay practices. Defendants also
11 failed to provide Plaintiff and the Class with lawful meal and rest periods, as Employees were
12 required to remain under Defendants' control and were not provided with the opportunity to take
13 full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and
14 the applicable paragraphs of the IWC Wage Orders.

15 5. The wage statements issued to Plaintiff list "Nucor Bldg Systems Corp-West" as
16 her employer with an address in Modesto, California. Plaintiff's paystubs also contain a company
17 logo with the name "Nucor", and Plaintiff's offer letter references "Nucor Corporation" and
18 "Nucor Building Group" as her employer. However, these names are not registered with the
19 California Secretary of State or are otherwise not active. Upon information and belief that
20 NUCOR BUILDINGS GROUP WEST LLC is an employer and/or joint employer of Plaintiff and
21 the Class Members and operates together with related entity AMERICAN BUILDINGS
22 COMPANY to jointly employ Plaintiff and the Class Members based on their many office
23 locations and facilities throughout California.

24 6. Defendant NUCOR BUILDINGS GROUP WEST LLC is a Delaware limited
25 liability company which lists its principal address in Lathrop, California with the California
26 Secretary of State. It lists several registered corporate agents who list addresses in Glendale,
27 California and in Los Angeles County. Nucor Buildings Group West LLC lists its type of
28 business as "Manufacturing." Additionally, Nucor's website lists "Nucor Buildings Group West

1 LLC” as a division on their career tab. Upon information and belief, Nucor Buildings Group West
2 LLC is a company that operates various California offices and facilities throughout California,
3 including in Modesto, California where Plaintiff worked.

4 7. Defendant AMERICAN BUILDINGS COMPANY is a Delaware stock company
5 which does not lists a California principal address with the California Secretary of State. It instead
6 provides an address in Eufaula, Alabama. It lists several registered corporate agents who list
7 addresses in Glendale, California and in Los Angeles County. American Buildings Company lists
8 its type of business as “Nucor Corporation.” Additionally, American Buildings Company is the
9 company name listed on the 2018 Employee Handbook. Upon information and belief, American
10 Buildings Company is a company that operates various California offices and facilities throughout
11 California and is a related entity to the Nucor entities.

12 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
13 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
14 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
15 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
16 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
17 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Stanislaus County
18 and Defendants have not listed a principal California address. Defendants also employ Class
19 Members at offices and facilities in Stanislaus County, including in Modesto, and throughout
20 California.

21 9. The true names and capacities, whether individual, corporate, associate, or
22 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
23 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
24 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
25 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
26 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
27 this Complaint to reflect the true names and capacities of the Defendants designated herein as
28 Does 1 through 50 when their identities become known.

10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class Members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a common law employment relationship with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class Members.

FACTUAL BACKGROUND

11. The Employees who comprise the Class, including Plaintiff, are non-exempt employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, the Employee Class Members were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class Members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class Members all wages due and owing, including compensation for off the clock work, uncompliant meal and rest breaks, and Defendants’ failure to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

12. During the course of Plaintiff and the Class Members' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief,

1 Defendants employ Plaintiff and other non-exempt, hourly employees in similar and related
2 positions based out of their locations and offices in California.

3 13. Plaintiff was generally scheduled to work five to seven days per week for eight to
4 nine hours per shift, with shift times generally spanning from 6:30 a.m. through 3:00 p.m. On
5 many occasions, Plaintiff was also required to work longer shifts with an additional hour or two
6 of time approved by Defendants to be paid at overtime premium rates. However, Plaintiff was
7 required by Defendants to endure substantial off the clock work before and after her scheduled
8 shift hours.

9 14. Defendants' policy and practice of requiring systematic off the clock work flowed
10 in part from their unlawful timekeeping procedures. Defendants required timekeeping entries to
11 be inputted into an application on the company computers by Employees rather than through a
12 timeclock or some other method of recording actual times worked. While Defendants required its
13 employees to manually input shift start and end times and meal period beginning and end times,
14 they were not contemporaneously recorded. Plaintiff was compelled to record scheduled shift
15 times worked rather than actual times when she was on and off the clock. On the occasions where
16 she attempted to input the actual time she began working, Plaintiff's supervisor modified the time
17 entries to a rounded down number or to her scheduled times without giving Plaintiff the
18 opportunity to review.

19 15. Additionally, Defendants instructed Plaintiff and the Class Members to input into
20 the timekeeping system that they took a 30 minute meal period and did so before the fifth hour of
21 work as required under the Labor Code and Wage Orders. Defendants instructed Plaintiff and the
22 Class Members to thus record compliant meal breaks without regard to whether they were
23 actually taken on time or for the full duration or were interrupted by management demands and
24 other work requirements. Additionally, by automatically deducting 30 minutes for a meal period,
25 Defendants effectively and unlawfully deducted hours worked from each Employee's daily work
26 shifts. Managers would again modify and adjust any timekeeping entries recorded for meal
27 periods that were non-compliant to reflect they were timely or not shortened to avoid incurring
28 and paying meal period premium penalty wages.

1 16. Defendants also required Plaintiff to be prepared to begin work at her scheduled
2 shift start time, and she would be reprimanded if she was not. However, for Plaintiff to do so she
3 had to arrive at the office well before that scheduled start time. Plaintiff's work shifts generally
4 were scheduled to start at 6:30 a.m., so she was compelled to arrive at the office by at least 5
5 minutes prior so she would be prepared to start working after she got her work station and files
6 situated and turned on her computer and waited for it to boot up and then logged in. Defendants'
7 managers would also move Plaintiffs' clock in times to later ones as much as needed to offset any
8 unapproved overtime.

9 17. Overtime hours were generally not allowed, and if Plaintiff had to work beyond
10 her scheduled hours, she needed approval from her supervisor. On many occasions, however,
11 Plaintiff was required to work off the clock after her scheduled shift end times, and she was also
12 compelled by Defendants not to record that she was clocked out, especially during the pandemic.
13 To ensure she and her co-workers complete their required assignments by the end of a work shift,
14 Plaintiff recalls her supervisors threatened to reprimand the employees. On such occasions
15 Plaintiff, and upon information and belief Class Members, worked off the clock to ensure that
16 their work assignments were completed. The difficult to attain processing and production goals
17 coupled with the threats of supervisors compelled Plaintiff to work many hours off the clock and
18 without compensation to finish pressing work tasks and requirements without incurring overtime.
19 Additional off the clock work occurred in the form of the unlawful deduction of 30 minutes of
20 hours worked for an alleged thirty minute long meal period that was provided generally untimely
21 or shortened if at all.

22 18. Moreover, Defendants on occasion required that Plaintiff work seven days in a
23 row without rest, and failed to pay her at the correct overtime and double time rates for the
24 demanding schedule he was required to work. On information and belief, Defendants' policy and
25 practice was to regularly schedule Class Members to work seven consecutive days during a work
26 week despite the fact that such a schedule directly violates Labor Code §§ 551, 552.

27 19. Additionally, Plaintiff's paystubs show that Defendants paid "Profit Sharing"
28 bonuses. To whatever extent Defendants paid these and any other form of additional

1 remuneration 1to Employees in the Class, such as shift differentials and the like, Defendants
2 failed to include it in the regular rate used to calculate and pay the overtime that Defendants did
3 pay.

4 20. Plaintiff was therefore not paid for all her hours worked at the required minimum,
5 overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy
6 and practice of requiring her to work off the clock and without pay. Defendants systematically
7 underpaid Plaintiff and the Class Members by failing to pay them at the required overtime rates
8 for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a
9 day at the required double time rate. Upon information and belief, the Class Members were bound
10 by similar scheduling and timekeeping policies and endured similar violations at Defendants'
11 hands as Plaintiff.

12 21. Defendants have either failed to maintain timekeeping records for Plaintiff that
13 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
14 required and the actual hours Plaintiff worked or the breaks she received. By failing to pay for all
15 hours worked, and by under-recording regular hours to the detriment of the Class Members,
16 Defendants have committed knowing and intentional ongoing violations of the record keeping
17 requirements under the Labor Code, including section 1174, by either failing to maintain records
18 or retaining inaccurate ones.

19 22. The failure to pay for all hours worked and underpayment of wages to Plaintiff
20 and the Class Members is and has been a direct consequence of Defendants' unlawful
21 compensation policies and practices, which upon information and belief applied uniformly to the
22 Class Members working remotely and/or based out of Defendants' locations and facilities
23 throughout California. As a result of the above-described unlawful requirements to work off the
24 clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the
25 other wage violations they endured at Defendants' hands, Plaintiff and the Class Members were
26 not properly paid all wages earned and all wages owed to them by Defendants, including when
27 working more than eight hours in any given day and/or more than forty hours in any given week.

28 23. Therefore, from at least four years prior to the filing of this lawsuit and continuing

1 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
2 hours worked and failing to pay minimum wages for all time worked, as required by California
3 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
4 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
5 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
6 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
7 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

8 24. Defendants also failed to provide Plaintiff and the Class Members with their
9 required meal periods and the at least two ten-minute rest breaks as required at a minimum for
10 Plaintiff's scheduled shift durations. The above described off the clock work contributed to
11 Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class
12 Members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).
13 Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to
14 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
15 IWC Wage Order(s).

16 25. More specifically, Plaintiff worked shifts that entitled her to at least one meal
17 period, but as addressed above, Defendants' managers required Plaintiff and the Class Members to
18 input 30 minutes for lunches and would deduct that time from hours worked for the shift. During
19 the first half of Plaintiff's employment with Defendant, all employees were required to take their
20 lunch meal periods together, without regard to the time the employees clocked in for their shift.
21 This resulted in Plaintiff and Class Members consistently receiving their lunch period after the
22 fifth hour of their shift. Defendants' later changed their lunch policy and required that all
23 employees take their meal break period before the fifth hour of work or otherwise record that their
24 meal period took place before their fifth hour of work. Abiding to the policy went by the wayside
25 quickly as there always seemed to be work or management demand to respond to. This led to late
26 meal periods, and on-duty meal periods that were oftentimes interrupted by management demands
27 and required job duties and tasks to be performed and required Employees to remain under
28 Defendants' control during breaks.

1 26. Additionally, Defendants instructed Plaintiff and the Class Members to input into
2 the timekeeping system that they took thirty minutes for a meal period and did so before the fifth
3 hour of work as required under the Labor Code and Wage Orders. Defendants instructed Plaintiff
4 and the Class Members to thus record compliant meal breaks without regard to whether they were
5 actually taken on time or for the full duration or were interrupted management demands and other
6 work requirements. Plaintiff particularly recalls not ever taking the full thirty minutes for lunch, as
7 she was required to be at her desk prior the thirty minute mark to boot up her computer, clock out,
8 and begin working. In spite of this, Defendants automatically deducted 30 minutes for a meal
9 period on each work shift without regard to whether it was actually taken or was otherwise
10 unlawful.

11 27. Therefore, meal period violations systematically occurred ongoing throughout all
12 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
13 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
14 To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all
15 forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour
16 premium payment. Upon information and belief, the other Class Members were subjected to
17 similar unlawful policies and practices and endured similar violations as Plaintiff.

18 28. Defendants thus failed to provide all the legally required unpaid, off-duty meal
19 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
20 Members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
21 Members were required to perform work as ordered by Defendants for more than five hours
22 during a shift without receiving compliant meal periods. Additionally, as addressed above,
23 Defendants followed a practice of requiring off the clock work in a manner that would impact
24 when Employees were to receive meal periods and rest breaks and required them to respond to
25 work calls and inquiries and other demands during breaks, thus leading to further violations.

26 29. Upon information and belief, Defendants' systems did not automatically generate a
27 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
28 into a work shift or in the event the time punch records reflected a meal period of less than thirty

1 minutes. However, upon information and belief, in the event Defendants did pay any meal period
2 premiums, they did so at the employee's customary regular rate of hourly compensation without
3 including all forms of remuneration in that hourly rate calculation, for example by omitting
4 performance-based bonuses and the like from the rate at which meal premiums were paid.

5 30. Defendants thus followed uniformly applied policies of not providing all required
6 meal periods to their Employees. Meal periods were often not properly provided, as work
7 demands and computer and phone time impermissibly shortened their breaks. Even when Plaintiff
8 and the Class Members were able to take a meal period, it was generally interrupted by work
9 duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants
10 followed a practice of requiring off the clock work in a manner that would impact when
11 Employees were to receive meal periods and rest breaks, thus leading to further violations.

12 31. As a result, Defendants' failure to provide Plaintiff and the Class Members with all
13 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
14 periods is and will be evidenced by Defendants' business records, or lack thereof. As further
15 detailed above, Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at
16 each Employee's effective regular hourly rate of compensation for each meal period or rest break
17 that Defendants failed to provide or deficiently provided.

18 32. Therefore, for at least four years prior to the filing of this action and through to the
19 present, Plaintiff and the Class Members were unable to take off-duty breaks or were otherwise
20 not provided with the opportunity to take required breaks as required under the Labor Code and
21 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the
22 Class Members were provided with a meal period, it was often untimely or interrupted, or was
23 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
24 Meal period violations thus occurred in one or more of the following manners:

- 25 (a) Class Members were not provided full thirty-minute duty free meal periods
26 for work days in excess of five hours and were not compensated one hour's
27 wages in lieu thereof, or were not compensated at the correct regular rate
28 of compensation, all in violation of, among others, Labor Code §§ 226.7,

1 512, and the applicable Industrial Welfare Commission Wage Order(s);

2 (b) Class Members were not provided second full thirty-minute duty free meal
3 periods for work days in excess of ten hours;

4 (c) Class Members were required to work through at least part of their daily
5 meal period(s);

6 (d) Meal periods were provided after five hours of continuous work during a
7 shift; and

8 (e) Class Members were restricted in their ability to take a full thirty-minute
9 meal period.

10 33. Similar violations resulted from Defendants' failure to authorize and permit
11 Plaintiff and the Class Members to take duty-free, net ten minute rest breaks for every four hours
12 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class Members
13 were either not authorized and permitted the opportunity to take all of their rest break lawfully or
14 were required to remain under Defendants' control and respond to calls and instructions from
15 management and job demands if and when they even attempted to take one. Upon information
16 and belief, Defendants thus also failed to authorize and permit employees to leave the premises
17 during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class
18 Members to remain under their control during required off-duty rest break times.

19 34. Rest breaks were not scheduled by Defendants. Plaintiff recalls Defendants
20 informing her that she could take two ten minute rest breaks during each shift, however, she was
21 not informed when she should take her rest breaks and the policy was never enforced. Moreover,
22 Plaintiff's supervisor required that Plaintiff record the times she took her rest breaks regardless of
23 whether her rest breaks were actually taken. Plaintiff oftentimes skipped her rest breaks due to the
24 work demands, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-
25 free ten minute rest breaks during each of her work shifts. As detailed above, in addition to failing
26 to authorize and permit rest breaks, Defendants unlawfully deducted up to 30 additional minutes
27 for a thirty minute meal periods that were rarely provided or otherwise received without violation.

28 35. Defendants' uniformly applied policies and practices thus resulted in untimely and

1 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
2 Members worked shifts of at least eight hours, which required at least two rest breaks, and often
3 worked shifts over ten hours, which required at least three rest breaks. Plaintiff was never
4 informed that she was required to take a third rest break for shift over ten hours even though
5 Plaintiff regularly worked shifts over ten hours. As a result, Plaintiff never took a third rest break
6 throughout her entire employment with Defendants.

7 36. During rest periods, employers must relieve employees of all duties and relinquish
8 control over how employees spend their time. Plaintiff and the Class Members were and are
9 under Defendants' control when they are working through rest breaks and restricted in their
10 ability to use their break time as their own. Defendants have also provided either impermissibly
11 shortened or untimely meal and rest breaks to Plaintiff and the Class Members. Plaintiff and the
12 Employees in the Class were thus not authorized and permitted to take lawful rest periods, were
13 systematically required by Defendants to work through or during breaks, and were not provided
14 with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or
15 portions of their breaks, thus making them either untimely or shortened and on-duty, and they
16 were also prevented from leaving the premises and otherwise remain under Defendants' control
17 during rest breaks under Defendants' uniformly applied policies and practices. Rest period
18 violations therefore arose in one or more of the following manners:

- 19 (a) Class Members were required to work without being provided a minimum
20 ten minute rest period for every four hours or major fraction thereof worked
21 and were not compensated one hour of pay at their regular rate of
22 compensation for each workday that a rest period was not provided;
- 23 (b) Class Members were not authorized and permitted to take timely rest periods
24 for every four hours worked, or major fraction thereof; and
- 25 (c) Class Members were required to remain on-duty during rest periods or
26 otherwise had their rest periods interrupted by work demands; and
- 27 (d) Class Members were required to remain on premises during rest breaks.

28 37. From at least four years prior to the filing of this lawsuit and continuing to the

1 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
2 deducting the Employees' earned wages, including by the above described off the clock work and
3 on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest
4 breaks, Defendants unlawfully deducted up to 30 additional minutes for meal periods that were
5 rarely provided or otherwise received without violation. Thus, by deducting 30 minutes for a meal
6 that was generally not lawfully provided if at all, Defendants effectively and unlawfully deducted
7 at least 30 minutes of hours worked from each Employee's daily work shifts. Defendants'
8 managers would also move Plaintiffs' clock in times to later ones as much as needed to offset any
9 unapproved overtime or to make a late meal period timely. By not compensating Employees for all
10 hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

11 38. Defendants also violated California Labor Code § 246 by not providing all
12 required paid sick days to Plaintiff and the Class Members. Labor Code § 246 provides that an
13 Employee who "works in California for the same employer for 30 or more days within a year
14 from the commencement of employment is entitled to paid sick days as specified in this section."
15 Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their
16 required and earned sick days, in violation of Labor Code § 246. Additionally and upon
17 information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to
18 the Class Members during the relevant time period, including by failing to provide two work
19 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and
20 248.2 and including damages and penalties as these sections are enforced through Labor Code §
21 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid
22 sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250),
23 whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars
24 (\$4,000), shall be included in the administrative penalty." Plaintiff accordingly seeks this relief
25 available for Defendants' failure to provide Employees with all their required and earned sick
26 days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1,
27 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246,
28 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees

1 and costs pursuant to Labor Code § 2699(g)(1).

2 39. Upon information and belief, Defendants also failed to provide Employees such as
3 Plaintiff at the time of her employment and thereafter with written notice complying with all the
4 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
5 shall provide to each employee a written notice, in the language the employer normally uses to
6 communicate employment-related information to the employee, containing” specific required
7 information. Upon information and belief, Defendants failed to provide this information to the
8 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
9 provide Plaintiff and the aggrieved employee Class Members certain specific information upon
10 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
11 any such information when she was hired, or have failed to produce it, and upon information and
12 belief Defendants committed similar violations in connection with similarly situated and
13 aggrieved Class Members.

14 40. As a result of these illegal policies and practices, Defendants also engaged in and
15 enforced the following additional unlawful practices and policies against Plaintiff and the Class
16 Members she seeks to represent:

- 17 a. failing to pay all wages owed to Class Members who either were discharged, laid
18 off, or resigned in accordance with the requirements of Labor Code §§ 201, 202,
19 203;
- 20 b. failing to pay all wages owed to the Class Members twice monthly in accordance
21 with the requirements of Labor Code § 204;
- 22 c. failing to pay Class Members all wages owed, including all meal and rest period
23 premium wages, and failing to pay them at the regular rate of compensation; and
- 24 d. failing to maintain accurate records of Class Members’ hours worked and earned
25 wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section
26 7 of the applicable IWC Wage Orders.

27 41. Defendants have also consistently failed to provide Class Members with timely,
28 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,

1 including by the above-described requirement of off the clock work, failure to pay all overtime
2 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
3 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
4 miscalculating any overtime or meal period or rest break premium wages and by the systematic
5 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
6 difficult to account with precision for the unlawfully withheld wages and meal and rest period
7 compensation owed to Plaintiff and the Class, during the liability period, including because they
8 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
9 and because they did not implement and preserve a record-keeping method as required for non-
10 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
11 California Wage Orders. Upon information and belief, time clock punches were not maintained or
12 were not accurately maintained for work shifts and meal periods, which were automatically
13 presumed by Defendants to have been lawfully provided when they were not. Defendants also
14 failed to accurately record and pay for all regular and overtime hours worked and submitted by
15 Plaintiff and the Class Members, including by failing to pay all overtime hours at the correctly
16 calculated overtime premium rate. Defendants also failed to list the correct entity that is the legal
17 employer of the Class Members on wage statements in violation of section 226(a).

18 42. Defendants also failed to comply with Labor Code § 226(a) by inaccurately
19 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along
20 with the appropriate applicable rates, among others requirements. Plaintiff and Class Members are
21 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code
22 § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California
23 IWC Wage Orders by failing to maintain time records showing when the employee begins and
24 ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total
25 daily hours worked by itemizing in wage statements all deductions from payment of wages and
26 accurately reporting total hours worked.

27 43. Defendants also required Plaintiff and the Class Members to work hours off the
28 clock for which they were not compensated. They were required to endure off the clock work

1 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
2 provided with sick pay and supplemental sick leave and were subjected to systematic off the clock
3 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
4 work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
5 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
6 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
7 two hours of their resignation, as required by California wage-and-hour laws, including Labor
8 Code § 203.

9 44. Additionally, from at least four years prior to the filing of this lawsuit and
10 continuing to the present, Defendants have regularly required Plaintiff and the Class Members to
11 incur necessary business expenses in the course of performing their required job duties without
12 reimbursement. These included the cell phone related expenses Plaintiff incurred in responding to
13 work related calls. During Plaintiff's employment with Defendants, Defendants provided her with
14 a work phone number so she could conduct work-related matters but she had to answer work-
15 related calls from her personal cellphone. Plaintiff was also required to incur work related
16 expenses as she was required to work from home, such as internet and a computer. Plaintiff also
17 made several purchases like a mousepad, headset, office supplies, and a folding table. Plaintiff and
18 the Class Members must be reimbursed for these necessary business expenses under Labor Code §
19 2802 and Defendants systematically failed to do so.

20 45. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
21 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
22 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 558, 558.1, 1182.12, 1185, 1194, 1194.2
23 1197, , 1198.5, 1199, 2802, 2698 *et seq.*, and California Code of Regulations, Title 8, section
24 11000 *et seq.*

25 46. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
26 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
27 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
28 fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

47. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often referred to as “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees by Defendants within the State of California.” This includes all types of designers and those in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

e. Subclass 5. Day of Rest Subclass. All Class members who, within the applicable limitations period, were not provided one day’s rest from seven under Labor Code §§551 and 552.

f. Subclass 6. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Unauthorized Deductions from Wages Subclass. All Class Members who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

1 h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
2 Members who were subject to Defendants' policy and practice of not timely paying all wages
3 earned when they were due and payable at least twice monthly.

4 i. Subclass 9. Termination Pay Subclass. All Class Members who, within the
5 applicable limitations period, either voluntarily or involuntarily separated from their employment
6 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
7 termination.

8 j. Subclass 10. Expense Reimbursement Subclass. All Class Members who incurred
9 necessary and reasonable expenses in connection with performing their job duties for Defendants
10 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

11 l. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a
12 result of Defendants' business acts and practices, to the extent such acts and practices are found to
13 be unlawful, deceptive, and/or unfair.

14 48. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
15 modify the class description with greater particularity or to provide further division into subclasses
16 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
17 against Defendants, the Class Period should be adjusted accordingly.

18 49. Defendants, as a matter of company policy, practice and procedure, and in violation
19 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
20 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
21 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
22 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
23 benefit of this work, required Employees to perform this work and permitted or suffered to permit
24 this work. Defendants have uniformly denied these Class Members wages to which these
25 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
26 order to unfairly cheat the competition and unlawfully profit.

27 50. This action has been brought and may properly be maintained as a class action
28 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community

of interest in this litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the Class Members that Defendants are required to maintain under California law.

A. Numerosity

51. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of Class Member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, at least over one hundred Employees who satisfy the Class definition within the State of California. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class Members.

B. Commonality

52. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants failed to provide one day's rest from seven under Labor Code

1 §§ 551 and 552;

- 2 g. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
3 providing employees with all required sick days and COVID-19 supplemental sick
4 leave;
- 5 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with
6 inaccurate wage statements;
- 7 i. Whether Defendants violated Labor Code § 221;
- 8 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
9 wages and compensation due and owing at the time of termination of employment;
- 10 k. Whether Defendants' conduct was willful;
- 11 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all
12 Employees during the relevant time period for all hours worked, whether regular or
13 overtime;
- 14 m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
15 wages earned at least twice monthly;
- 16 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
17 business expenses incurred by Employees;
- 18 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 19 p. Whether Employees are entitled to equitable relief pursuant to Business and
20 Professions Code § 17200 *et seq.*

21 **C. Typicality**

22 53. The claims of the named plaintiff are typical of those of the other Employees. The
23 Employee Class Members all sustained injuries and damages arising out of and caused by
24 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
25 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
26 the off the clock work and meal and rest violations she was required to endure are typical of those
27 of the other Class Members.

28 ///

1 **D. Adequacy of Representation**

2 54. Plaintiff will fairly and adequately represent and protect the interest of the
3 Employee Class Members. Counsel who represents Plaintiff and the Employees in the Class are
4 experienced and competent in litigating employment class actions.

5 **E. Superiority of Class Action**

6 55. A class action is superior to other available means for the fair and efficient
7 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
8 questions of law and fact common to all Employees predominate over any questions affecting only
9 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
10 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

11 56. As to the issues raised in this case, a class action is superior to all other methods for
12 the fair and efficient adjudication of this controversy, as joinder of all Class Members is
13 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
14 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may
15 be relatively small, the expense and burden of individual actions makes it difficult for the Class
16 Members to individually redress the wrongs they have suffered. Moreover, in the event
17 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
18 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
19 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
20 to vindicate their rights for violations they endured which they would otherwise be foreclosed
21 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

22 57. Class action treatment will allow those persons similarly situated to litigate their
23 claims in the manner that is most efficient and economical for the parties and the judicial system.
24 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
25 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would
26 set forth the subject and nature of the instant action. The Defendants' own business records can be
27 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
28 that any further notice is required additional media and/or mailings can be used.

58. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated Employees as well as the effect of any alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew they possessed special knowledge about pay practices and policies, most notably intentionally refusing to pay for all hours actually worked which should have been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements and policies and practices on the Employees and Class as a whole.

59. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about Plaintiff's and the Class's waiver of their Constitutional rights of trial by jury, right to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation were tolled until such time as Plaintiff and the Class Members discovered their claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

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

61. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and clients and by the unlawful deduction of hours or by paying what should have been overtime hours as regular hours. Defendants' uniformly applied policies required systematic off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting

1 Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum
2 wages to Plaintiff and the Class Members, including by requiring systematic off the clock work.
3 To the extent any local wage ordinances were also applicable to paying the employees an hourly
4 rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances.
5 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
6 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
7 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
8 wage pay.

9 62. In California, employees must be paid at least the applicable state minimum wage
10 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
11 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
12 California Labor Code § 204, other applicable laws and regulations, and public policy, an
13 employer must timely pay its employees for all hours worked. Defendants failed to do so.

14 63. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
15 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
16 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
17 applicable minimum wage rate fixed by the commission for work during the relevant period is
18 found in the Wage Orders.

19 64. The minimum wage provisions of California Labor Code are enforceable by private
20 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
21 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
22 overtime compensation applicable to the employee is entitled to recover in a civil action the
23 unpaid balance of the full amount of this minimum wage or overtime compensation, including
24 interest thereon, reasonable attorney's fees and costs of suit."

25 65. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
26 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
27 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
28 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for

1 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
2 the absence of a contractually agreed upon one.

3 66. In committing these violations of the California Labor Code, Defendants
4 inaccurately recorded, or required Plaintiff and the Class Members to input times that did not
5 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
6 time worked by Plaintiff and other members of the Class, including by requiring off the clock
7 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
8 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
9 Welfare Commission requirements and other applicable laws and regulations. As a result of these
10 violations, Defendants also failed to timely pay all wages earned in accordance with California
11 Labor Code § 1194.

12 67. California Labor Code § 1194.2 also provides for the following remedies: “In any
13 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
14 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
15 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

16 68. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
17 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial
18 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
19 pay each employee minimum wages.

20 69. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are
21 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
22 interest thereon.

23 70. Defendants have the ability to pay minimum wages for all time worked and have
24 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
25 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

26 71. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages
27 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
28 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s

1 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
2 members of the Class further request recovery of all unpaid wages, according to proof, interest,
3 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
4 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
5 wage compensation is determined to be owed to the Class Members who have terminated their
6 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
7 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
8 which penalties are sought herein on behalf of these Class Members. Defendants' failure to timely
9 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
10 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
11 alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Class
12 Members are entitled to seek and recover statutory costs.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

15 **(Against All Defendants)**

16 72. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 73. California Labor Code § 1194 provides that "any employee receiving less than the
19 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
20 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
21 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
22 may be maintained directly against the employer in an employee's name without first filing a
23 claim with the Division of Labor Standards and Enforcement.

24 74. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
25 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
26 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
27 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
28 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any

1 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
2 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
3 work in a workweek.

4 75. Defendants had a consistent policy of not paying Employees wages for all hours
5 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
6 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
7 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
8 and pay overtime and failed to begin paying overtime when it was incurred due to the off the clock
9 work, as detailed above.

10 76. Defendants thus had a consistent policy of not paying Employees wages for all
11 hours worked, including hours at their required regular, overtime, and double-time rates.
12 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
13 and/or, modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
14 Members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and
15 the Class Members all earned and owed straight time and overtime wages and other benefits, in
16 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
17 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
18 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
19 employees to work through meal periods or remain under Defendants' control when they were
20 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
21 respond to demands from managers.

22 77. Therefore, Employees were not properly compensated, nor were they paid overtime
23 rates for hours worked in excess of eight hours in a given day and/or forty hours in a given week.
24 Based on information and belief, Defendants did not make available to Employees a reasonable
25 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
26 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
27 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
28 Class Members to work through meal periods when they were required to be clocked out or to

1 otherwise work off the clock to complete their daily job duties.

2 78. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
3 regular wages owed and overtime compensation for all hours worked, as required by California
4 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
5 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
6 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

7 79. Additionally, Labor Code § 558(a) provides "any employer or other person acting
8 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
10 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
11 pay period for which the employee was underpaid in addition to an amount sufficient to recover
12 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
13 underpaid employee for each pay period for which the employee was underpaid in addition to an
14 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
15 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
16 this section are in addition to any other civil or criminal penalty provided by law." Defendants
17 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
18 Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor
19 Code § 558.

20 80. Defendants' failure to pay compensation in a timely fashion also constituted a
21 violation of California Labor Code § 204, which requires that all wages shall be paid
22 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
23 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
24 and overtime compensation earned by Employees. Each such failure to make a timely payment of
25 compensation to Employees constitutes a separate violation of California Labor Code § 204.

26 81. Employees have been damaged by these violations of California Labor Code §§
27 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
28 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less

1 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
2 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
3 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
4 any order or ruling of the commission.”

5 82. Consequently, pursuant to the California Labor Code, including Labor Code §§
6 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
7 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
8 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
9 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
10 against Defendants, and each of them, and any additional sums as provided by the Labor Code
11 and/or other statutes.

12 **THIRD CAUSE OF ACTION**

13 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

14 **(Against All Defendants)**

15 83. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 84. Employees regularly worked shifts greater than five (5) hours and in some
18 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
19 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
20 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
21 for a shift of more than ten (10) hours without providing him or her with a second meal period of
22 not less than thirty (30) minutes.

23 85. Defendants failed to provide Employees with meal periods as required under the
24 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
25 to work or to otherwise remain under Defendants’ control during meal periods, or Defendants
26 provided them after Employees worked beyond the fifth hour of their shifts or Employees
27 otherwise had them shortened and interrupted by work demands and requirements to perform off
28 the clock work and remain under Defendants’ control. Defendants also unlawfully combined meal

1 periods with rest breaks. Furthermore, upon information and belief, on the occasions when
2 Employees worked more than ten hours in a given shift, they did so without receiving a second
3 uninterrupted thirty-minute meal period as required by law.

4 86. Defendants thus failed to provide Plaintiff and the Class Members with meal
5 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
6 including by not providing them with the opportunity to take meal breaks, by providing them late
7 or for less than thirty minutes, or by requiring them to perform work during breaks.

8 87. Moreover, Defendants failed to compensate Employees for each meal period not
9 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
10 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
11 employee a meal period in accordance with this section, the employer shall pay the employee one
12 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
13 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
14 period premiums, they upon information and belief underpaid them by miscalculating the regular
15 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
16 compensate the Employees in the Class for each meal period not provided or inadequately
17 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
18 Wage Order.

19 88. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
20 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
21 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
22 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
23 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
24 other statutes and applicable IWC Wage Order paragraphs.

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1 **FOURTH CAUSE OF ACTION**

2 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 90. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
7 provide that employers must authorize and permit all employees to take rest periods at the rate of
8 ten minutes net rest time per four (4) work hours.

9 91. Employees consistently worked consecutive four hour shifts and were generally
10 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
11 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
12 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
13 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
14 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
15 to schedule or otherwise authorize and permit Plaintiff and the Class Members to take lawful rest
16 breaks. Employees were often required to work or to otherwise remain under Defendants' control
17 during rest periods, including by responding to work requirements, and had breaks provided
18 untimely as a result of the above described off the clock work. Plaintiff and the Class Members
19 were also not permitted to leave their work premises during rest breaks.

20 92. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
21 Orders provide that if an employer fails to provide an employee rest period in accordance with this
22 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
23 compensation for each workday that the rest period is not provided. Defendants failed to do so.

24 93. Defendants, and each of them, have therefore intentionally and improperly denied
25 rest periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and
26 paragraph 12 of the applicable IWC Wage Orders.

27 94. Defendants failed to authorize and permit Plaintiff and the Class Members to take
28 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees

1 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
2 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
3 12 and 20 of the applicable IWC Wage Orders.

4 95. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
5 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
6 of wages at their effective hourly rates of pay for each day worked without the required rest
7 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
8 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN - LABOR CODE § § 551, 552**

11 **(Against All Defendants)**

12 96. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set
13 forth in full herein.

14 97. California Labor Code § 551 provides that "[e]very person employed in any
15 occupation of labor is entitled to one day's rest therefrom in seven." California Labor Code §
16 552 provides that "[n]o employer of labor shall cause his employees to work more than six days
17 in seven."

18 98. Plaintiff alleges that She and certain other Class members were scheduled or directed
19 to work seven days in a row in a workweek without a day of rest. Such schedule was not voluntary
20 and Plaintiff and the members of the Class worked more than six (6) hours of work during each
21 shift.

22 99. As a direct and proximate results of Defendants' actions as set forth herein, Plaintiff
23 and the Class have been damaged in that Plaintiff and the Class have not been paid all required
24 wages, including overtime pay, associated with this work.

25 100. The forgoing uncompensated work caused Plaintiff and Employees to work in excess
26 of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to
27 overtime and double-time wages which were systemically denied.

28 101. The foregoing uncompensated work caused Plaintiff and Employees to work in

1 excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling
2 them to overtime and double-time wages which were systemically denied. Defendants' failure to
3 pay compensation in a timely fashion also constituted a violation of California Labor Code § 204,
4 which requires that all wages shall be paid semimonthly. Defendants have failed to pay all wages
5 and overtime compensation earned by Employees. Each such failure to make a timely payment of
6 compensation to Employees constitutes a separate violation of California Labor Code § 204.
7 Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and
8 the relevant orders of the Industrial Welfare Commission). In addition, under Labor Code §558,
9 Aggrieved Employees are entitled to civil penalties of \$50 per employee for each pay period for the
10 first violation and \$100/employee per pay period thereafter.

11 102. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
12 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
13 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
14 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus their
15 reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against
16 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other
17 statutes.

18 103. Employees have been damaged by these violations of California Labor Code §§ 551
19 and 552 (and the relevant orders of the Industrial Welfare Commission).

20 104. Accordingly, pursuant to the California Labor Code, including Labor Code §§
21 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
22 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
23 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
24 their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties
25 against Defendants, and each of them, and any additional sums as provided by the Labor Code
26 and/or other statutes.

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SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

106. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

107. Defendants failed to provide Plaintiff and the similarly situated Employee Class Members with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants failed to accurately account for wages, overtime, and premium pay, including for all overtime and double time hours worked and for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

108. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the Class Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor

1 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
2 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
3 Members with such timely and accurate wage and hour statements.

4 109. Plaintiff and the Class Members suffered injury as a result of Defendants'
5 knowing and intentional failure to provide them with the wage and hour statements as required by
6 law and are presumed to have suffered injury and entitled to penalties under Labor Code §
7 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
8 accurate and complete information as required by any one or more of items Labor Code § 226
9 (a)(1) to (9), inclusive, and the Plaintiff and Class Members cannot promptly and easily
10 determine from the wage statement alone one or more of the following: (i) The amount of the
11 gross wages or net wages paid to the employee during the pay period or any of the other
12 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
13 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
14 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
15 address of the employer and, (iv) The name of the employee and only the last four digits of his or
16 her social security number or an employee identification number other than a social security
17 number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a
18 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
19 without reference to other documents or information.

20 110. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
21 are required "to pay each employee, on the established payday for the period involved, not less
22 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
23 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
24 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class Members
25 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
26 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
27 IWC Wage Orders.

28 111. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code

1 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
2 Class suffered injuries, including among other things confusion over whether they received all
3 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
4 them to make mathematical computations to analyze whether the wages paid in fact compensated
5 them correctly for all hours worked.

6 112. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
7 IWC Wage Order, Plaintiff and the Employee Class Members are entitled to recover the greater of
8 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
9 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
10 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
11 an award of costs and reasonable attorneys' fees.

12 **SEVENTH CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE § 221**
14 **(Against All Defendants)**

15 113. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set
16 forth in full herein.

17 114. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
18 receive from an employee any part of wages theretofore paid by said employer to said employee."
19 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
20 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
21 to do so.

22 115. Defendants unlawfully received and/or collected wages from the Employees in the
23 Class by requiring off the clock work, by miscalculating overtime, and by automatically deducting
24 time for meal periods when they were not lawfully provided and not paying one hour of pay at the
25 regular rate of compensation for every meal and rest period violation endured by Plaintiff and the
26 other Class Members, as alleged above. In addition to failing to authorize and permit rest breaks,
27 Defendants unlawfully deducted up to 30 additional minutes for a thirty minute long meal periods
28 that were rarely provided or otherwise received without violation. Thus, by deducting 30 minutes

1 for a meal period that was generally not lawfully provided if at all, Defendants effectively and
2 unlawfully deducted at least 30 minutes of hours worked from each Employee's daily work shifts.
3 In order to avoid overtime, Defendants' managers would also move Plaintiffs' clock in times to
4 later ones as much as needed to offset any unapproved overtime or to make a late meal period
5 timely. By not compensating Employees for all hours worked, Defendants unlawfully deducted
6 wages earned in violation of Labor Code § 221.

7 116. As a direct and proximate cause of the unauthorized deductions, Employees have
8 been damaged, in an amount to be determined at trial.

9 **EIGHTH CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 204**
11 **(Against All Defendants)**

12 117. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 118. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
15 employment are due and payable twice during each calendar month, on days designated in
16 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
17 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
18 during which the labor was performed, and labor performed between the 16th and the last day,
19 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
20 month." Additionally, the requirements of this section shall be deemed satisfied by the payment of
21 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
22 calendar days following the close of the payroll period." As detailed above, Defendants
23 maintained a consistently applied policy and practice of not paying all wages earned between the
24 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
25 between the 16th and the last day of the month between the 1st and 10th day of the following month.
26 Defendants similarly failed to pay all wages earned by not more than seven calendar days
27 following the close of the payroll period.

28 119. All wages due and owing to Plaintiff and the Class Members, including as required

1 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
2 required by Labor Code § 1194 and other sections became due and payable to each employee in
3 each pay period that he or she was not provided with a meal period or rest period or paid straight
4 or overtime wages to which he or she was entitled.

5 120. Defendants violated Labor Code § 204 by systematically refusing to timely pay
6 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
7 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
8 payday for the period involved, not less than the applicable minimum wage for all hours worked in
9 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
10 hours than those fixed by the order or under conditions of labor prohibited by the order is
11 unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for
12 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
13 penalties under paragraph 20 of the applicable IWC Wage Orders.

14 121. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
15 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
16 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
17 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
18 applicable IWC Wage Orders.

19 **NINTH CAUSE OF ACTION**
20 **VIOLATION OF LABOR CODE § 203**
21 **(Against All Defendants)**

22 122. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 123. Plaintiff and numerous Class Members are no longer employed by Defendants;
25 they either quit Defendants’ employ or were fired therefrom.

26 124. Defendants failed to pay these Employees all wages due and certain at the time of
27 termination or within seventy-two hours of resignation.

28 125. The wages withheld from these Employees by Defendants remained due and owing

1 for more than thirty days from the date of separation from employment. Additionally, Defendants
2 failed to pay Plaintiff her final check at the time of her termination.

3 126. Defendants thus failed to pay Plaintiff and the Class Members without abatement,
4 all wages as defined by applicable California law. Among other things, these Employees were not
5 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
6 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
7 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
8 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
9 required time was willful within the meaning of Labor Code § 203.

10 127. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
11 are required "to pay each employee, on the established payday for the period involved, not less
12 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
13 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
14 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class Members
15 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
16 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
17 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
18 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
19 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or
20 if the employer pays "a wage less than the minimum fixed by an order of the commission" or
21 "violates...any provision of this chapter or any order or ruling of the commission."

22 128. Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former
23 Employee Class Members to penalties under Labor Code § 203 and the applicable paragraphs of
24 the IWC Wage Orders as addressed above, including the requirement that an employee's wages
25 shall continue until paid for up to thirty (30) days from the date they were due.

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1 **TENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

3 **(Against All Defendants)**

4 129. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 130. Plaintiff is informed and believes and based thereon alleges that throughout the
7 period applicable, Defendants required Plaintiff and the Class Members to pay for necessary work
8 related expenses they incurred. Defendants required Plaintiff and the Class Members to use their
9 cellular phones to conduct work related business. Plaintiff also made several purchases for items
10 and supplies that were necessary for her to work from home. Plaintiff and the Class Members must
11 be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
12 systematically failed to do so.

13 131. Defendants thus followed a uniform policy and practice of failing to reimburse
14 Employees for these necessary work related expenses or losses incurred in direct discharge of their
15 job duties during employment with Defendants and at the direction of the Defendants pursuant to
16 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

17 132. Defendants' knowing and willful failure to reimburse lawful necessary work related
18 expenses and losses to Plaintiff and the Class Members resulted in damages because, among other
19 things, Defendants did not inform employees of their right to be reimbursed for those work related
20 expenses. As Defendants failed to inform and misled Plaintiff and the Class Members with regard
21 to their rights, Plaintiff and the Class Members were led to believe that incurring those lawful and
22 necessary expenses was an expected and essential function of their employment with Defendants
23 and that failure to incur those expenses would have adverse consequences on their employment.

24 133. Therefore, Plaintiff and the Class Members are entitled to reimbursement for any
25 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
26 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
27 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
28 from the date Plaintiff and the Class Members incurred those expenses. Further, Plaintiff and the

1 Class Members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

2 **ELEVENTH CAUSE OF ACTION**

3 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

4 **(Against All Defendants)**

5 134. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
6 in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
7 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
8 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
9 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
10 the public interest within the meaning of Code of Civil Procedure § 1021.5.

11 135. Plaintiff is a "person" within the meaning of Business & Professions Code
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
13 injunctive relief, restitution, and other appropriate equitable relief.

14 136. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
15 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
16 fraudulent in that Defendants' policy and practice failed to provide the required amount of
17 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
18 Class Members for all hours worked, due to systematic business practices as alleged herein that
19 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
20 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
21 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
22 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

23 137. Wage-and-hour laws express fundamental public policies. Paying employees their
24 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
25 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
26 vigorously to enforce minimum labor standards, to ensure that employees are not required or
27 permitted to work under substandard and unlawful conditions, and to protect law-abiding
28 employers and their employees from competitors who lower costs to themselves by failing to

1 comply with minimum labor standards.

2 138. Defendants have violated statutes and public policies. Through the conduct alleged
3 in this Complaint Defendants have acted contrary to these public policies, have violated specific
4 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
5 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
6 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
7 privileges guaranteed to all employees under the law.

8 139. Defendants' conduct, as alleged above, constitutes unfair competition in violation
9 of the Business & Professions Code § 17200 *et seq.*

10 140. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
11 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
12 of reasonable care should have known that their conduct was unlawful; therefore their conduct
13 violates the Business & Professions Code § 17200 *et seq.*

14 141. By the conduct alleged herein, Defendants have engaged and continue to engage in
15 a business practice which violates California and federal law, including but not limited to, the
16 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
17 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
18 Court should issue declaratory and other equitable relief pursuant to California Business &
19 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
20 constitute unfair competition, including restitution of wages wrongfully withheld.

21 142. As a proximate result of the above-mentioned acts of Defendants, Employees have
22 been damaged, in a sum to be proven at trial.

23 143. Unless restrained by this Court Defendants will continue to engage in such
24 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
25 should make such orders or judgments, including the appointment of a receiver, as may be
26 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
27 deceptive practice prohibited by the Business & Professions Code, including but not limited to
28 the disgorgement of such profits as may be necessary to restore Employees to the money

Defendants have unlawfully failed to pay.

TWELFTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.*

(Against All Defendants)

144. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

145. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period.

146. In failing to pay Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

147. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, inter alia, on the following California Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

148. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all

1 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
2 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
3 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
4 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
5 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
6 to Labor Code § 2699(g)(1);

7 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
8 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
9 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
10 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
11 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
12 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
13 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
14 pursuant to Labor Code § 2699(g)(1);

15 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
16 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
17 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
18 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
19 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
20 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
21 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
22 providing inaccurate wage statements and failing to maintain records as required under Labor
23 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
24 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a
25 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
26 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
27 citation, ...";

28 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at

1 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
2 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
3 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
4 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
5 § 2699(g)(1);

6 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For
7 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
8 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
9 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
10 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
11 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
12 pursuant to Labor Code § 2699(g)(1);

13 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code
14 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
15 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
16 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
17 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
18 Labor Code § 2699(g)(1).

19 149. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
20 seeks the penalties and remedies set forth in Labor Code § 558, which states:

21 (a) Any employer or other person acting on behalf of an employer who violates, or
22 causes to be violated, a section of this chapter or any provision regulating hours and days of work
23 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
24 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
25 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
26 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
27 each pay period for which the employee was underpaid in addition to an amount sufficient to
28 recover underpaid wages...

1 (b) If upon inspection or investigation the Labor Commissioner determines that a
2 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
3 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
4 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
5 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
6 violation of this chapter shall be the same as those set out in Section 1197.1.
7

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

10 150. Plaintiff has exhausted her administrative remedies by submitting a
11 certified letter to the LWDA and Defendants on October 9, 2024 (LWDA Case No. LWDA-CM-
12 1055479-24) addressing in detail the specific provisions of the Labor Code Defendants have
13 violated and addressing the facts and legal theories to support the alleged violations and requested
14 penalties. The LWDA has not provided notice of its intent to investigate the alleged violations
15 within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking
16 penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and
17 the original Complaint

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RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 221, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
12. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;

- 1 13. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
- 2 14. For penalties under Labor Code § 558, as may be proven;
- 3 15. For an order enjoining Defendants and their agents, servants, and employees, and
- 4 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
- 5 duties adumbrated in this Complaint;
- 6 16. For other wages and penalties under the Labor Code as may be proven;
- 7 17. For all general, special, and incidental damages as may be proven;
- 8 18. For an award of pre-judgment and post-judgment interest;
- 9 19. For an award providing for the payment of the costs of this suit;
- 10 20. For an award of attorneys' fees; and
- 11 21. For such other and further relief as this Court may deem proper and just.

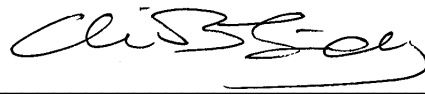
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13 DATED: December 13, 2024

D.LAW, INC.

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15 By



16 David Yeremian
17 Alvin B. Lindsay
18 Melissa Rodriguez
19 Attorneys for Plaintiff RITA DHANOTA
20 and all others similarly situated
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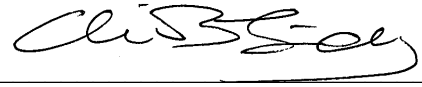
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: December 13, 2024

D.LAW, INC.

By



David Yeremian
Alvin B. Lindsay
Melissa Rodriguez
Attorneys for Plaintiff RITA DHANOTA
and all others similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Ste 840, Glendale, CA 91203.

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[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 13, 2024, at Glendale, California.

Sasha Zambrano