

1 D.LAW, INC.
 2 Emil Davtyan (SBN 299363)
 3 emil@d.law
 4 David Yeremian (SBN 226337)
 5 d.yeremian@d.law
 6 David Keledjian (SBN 309135)
 7 d.keledjian@d.law
 8 450 N. Brand Blvd., Ste 840
 9 Glendale, CA 91205
 10 Telephone: (818) 962-6465
 11 Facsimile: (818) 962-6469

12 Attorneys for Plaintiff LISHA SIMMONDS

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF ALAMEDA

15 LISHA SIMMONDS, on behalf of herself and
 16 all others similarly situated, and the general
 17 public,

18 *Plaintiff,*

19 v.

20 CONSERVATION SOCIETY OF
 21 CALIFORNIA, a California corporation;
 22 OAKLAND ZOO, a business entity of
 23 unknown form; and DOES 1 through 50,
 24 inclusive,

25 *Defendants.*

FILED
 Superior Court of California
 County of Alameda

12/05/2024

Clad Fike, Executive Officer / Clerk of the Court

By: C. Huang Deputy
 C. Huang

Case No.: 24CV095737

Amended As a Matter of Right Pursuant to
 Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Indemnify (Lab. Code § 2802);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
8. Civil Penalties (Lab. Code § 2698, *et seq.*).

JURY TRIAL DEMANDED

1 Plaintiff LISHA SIMMONDS (“Plaintiff”), on behalf of herself, all others similarly situated,
2 the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants
5 CONSERVATION SOCIETY OF CALIFORNIA, a California corporation; OAKLAND ZOO, a
6 business entity of unknown form; and DOES 1 through 50, inclusive, (collectively referred to as
7 “Defendants”) for alleged violations of the California Labor Code and California Business and
8 Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to provide them with meal periods;
- 11 c. failed to provide them with rest periods;
- 12 d. failed to provide them with suitable seating;
- 13 e. failed to pay them premium wages for missed meal and rest periods;
- 14 f. failed to provide them with accurate written wage statements;
- 15 g. failed to reimburse them with necessary business expenditures;
- 16 h. failed to pay them all their final wages following separation of employment.

17 Based on these alleged Labor Code violations, Plaintiff now brings this class and
18 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
19 restitution, and related relief on behalf of herself, all others similarly situated, and the general public.

20 **JURISDICTION AND VENUE**

21 2. This Court has subject matter jurisdiction to hear this case because the monetary
22 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
23 jurisdiction of the Superior Court of the State of California.

24 3. Venue is proper in the County of Alameda pursuant to Code of Civil Procedure
25 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
26 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
27 maintains offices, transacts business and/or has an agent therein.

28 4. Venue is proper in Alameda County because Defendants have at all times alleged

1 herein, conducted business in Alameda County, and throughout California. As such, venue is proper
2 in any county in California.

3 **PARTIES**

4 5. Plaintiff LISHA SIMMONDS is, and at all relevant times mentioned herein, an
5 individual residing in the State of California.

6 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant
7 CONSERVATION SOCIETY OF CALIFORNIA is a California corporation doing business in the
8 State of California.

9 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant OAKLAND
10 ZOO is a business entity of unknown form doing business in the State of California.

11 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
12 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
13 will amend this Complaint to allege the true names and capacities of the DOE defendants when
14 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
15 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
16 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
17 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
18 defendants when ascertained.

19 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
20 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
21 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
22 or all of the other defendants, and in doing the things alleged herein, were acting within the course
23 and scope of such relationship and with the full knowledge, consent, and ratification by such other
24 defendants.

25 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
26 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
27 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
28 and omissions alleged herein.

1 11. This action has been brought and may be maintained as a class action pursuant to Code
2 of Civil Procedure section 382 because there is a well-defined community of interest among the
3 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
4 unaware of any difficulties likely to be encountered in managing this case as a class action.

5 12. **Relevant Time Period:** The relevant time period is defined as the time period
6 beginning four years prior to the filing of this action until judgment is entered.

- 7 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
8 separately, and/or any staffing agencies and/or any other third parties in hourly or
9 non-exempt positions in California four years prior to the filing of this action and
10 ending on the date that final judgment is entered in this action (“Hourly Employee
11 Class”).
- 12 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
13 a shift in excess of five hours during the four years prior to the filing of this action
14 and ending on the date that final judgment is entered in this action.
- 15 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
16 shift of at least three and one-half (3.5) hours the four years prior to the filing of
17 this action and ending on the date that final judgment is entered in this action.
- 18 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
19 separated from their employment with Defendants during the period beginning
20 three years before the filing of this action and ending when final judgment is
21 entered.
- 22 e. **Wage Statement Class:** All persons employed by Defendants in California during
the period beginning one year before the filing of this action and ending when final
judgment is entered.
- 23 f. **Expense Reimbursement Class:** All persons employed by Defendants in
24 California who incurred business expenses during the **Relevant Time Period**.
- 25 g. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
26 members employed by Defendants in California during the four years prior to the
27 filing of this action and ending on the date that final judgment is entered in this
28 action.

23 13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
24 to amend or modify the class definitions with greater specificity, by further division into sub-classes
25 and/or by limitation to particular issues.

26 14. **Numerosity:** The class members are so numerous that the individual joinder of each
27 individual class member is impractical. While Plaintiff does not currently know the exact number of
28 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number

1 exceeds the minimum required for numerosity under California law.

2 15. **Commonality and Predominance:** Common questions of law and fact exist as to all
3 class members and predominate over any questions which affect only individual class members.

4 These common questions include, but are not limited to:

- 5 a. Whether Defendants maintained a policy or practice of failing to provide
6 employees with their rest periods;
- 7 b. Whether Defendants maintained a policy or practice of failing to provide
8 employees with their meal periods;
- 9 c. Whether Defendants failed to pay premium wages to class members when they
10 have not been provided with meal and rest periods at the appropriate rates of pay;
- 11 d. Whether Defendants failed to pay minimum and/or overtime wages to class
12 members for all time worked;
- 13 e. Whether Defendants failed to provide class members with accurate written wage
14 statements as a result of providing them with written wage statements with
15 inaccurate entries for, among other things, amounts of gross and net wages, and
16 total hours worked;
- 17 f. Whether Defendants applied policies or practices that result in late and/or
18 incomplete final wage payments;
- 19 g. Whether Defendants failed to reimburse class members for all necessary business
20 expenses incurred during the discharge of their duties;
- 21 h. Whether Defendants are liable to class members for waiting time penalties under
22 Labor Code section 203; and
- 23 i. Whether class members are entitled to restitution of money or property that
24 Defendants may have acquired from them through unfair competition;

25 16. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
26 is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing
27 to comply with the California Labor Code and Business and Professions Code as alleged in this
28 Complaint.

17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

19. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS

20. Plaintiff worked for Defendants as a non-exempt employee during the relevant and statutory periods.

21. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Class Members proper wages and overtime for all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful time-rounding policy and practice which rounded down and reduced the actual working hours recorded by Plaintiff and Class Members, and upon which their pay was based, and generally did so to the detriment of the Plaintiff and Class Members, and these unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created. Defendants did so with the ostensible intent of paying

1 Plaintiff and Class Members only for the hours they were scheduled to work, rather than the hours
2 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
3 over time, to the detriment of the Plaintiff and Class Members by systematically undercompensating
4 them.

5 22. Next, Plaintiff and Class Members were also consistently required to perform work,
6 off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were
7 required to arrive to work early and perform work-related tasks prior to clocking on, such as: getting
8 things ready for work, performing trial runs of rides, and waiting in lines for their time clock to
9 become available in order to clock in. Similarly, Plaintiff and Class Members were required to
10 perform uncompensated work-related tasks after clocking out, including shutting down all equipment,
11 making sure all seatbelts were fastened, and making sure all canvas coverings were in place.
12 Additionally, Plaintiff and Class Members were consistently required to perform work-related duties
13 during unpaid meal periods, which were systemically denied, including having to keep, monitor, and
14 maintain their company-issued radios during meal and rest breaks. Finally, Plaintiff and Class
15 Members were required to attend mandatory remote training, via Zoom, off the clock, for which no
16 wages were paid.

17 23. This uncompensated time caused Plaintiff and Class Members to work in excess of
18 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
19 and Class Members to minimum and overtime wages, which they were systemically denied.

20 24. Defendants had a common policy and practice of systemically denying Plaintiff and
21 Class Members the opportunity to take meal periods in compliance with the California Law.
22 Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the
23 opportunity to take timely meal periods prior to the completion of their fifth hour of work.
24 Additionally, Plaintiff and Class Members were consistently required to perform work-related duties
25 during unpaid meal periods, which were systemically denied, including having to keep, monitor, and
26 maintain their company-issued radios during meal and rest breaks.

27 25. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
28 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal

1 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
2 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
3 Defendants' practice of requiring putative class members to continue working through their meal and
4 rest periods due to the excessive workload.

5 26. Defendants had a common policy and practice of systemically denying Plaintiff and
6 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
7 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
8 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
9 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
10 no formal compliant written rest period policy that encouraged employees to take their rest periods,
11 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
12 and practice of delaying the commencement of Plaintiff and Class Members' rest breaks due to the
13 mandatory and uncompensated pre-shift duties discussed above. Finally, Plaintiff and Class Members
14 were consistently required to perform work-related duties during rest periods, which were
15 systemically denied, including having to keep, monitor, and maintain their company-issued radios
16 during rest breaks.

17 27. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
18 wages at their appropriate regular rates of pay for each meal and rest period denied.

19 28. Plaintiff and Class Members were not provided with accurate wage statements as
20 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
21 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
22 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
23 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
24 or other indelible form."

25 29. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
26 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

27 30. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
28 by the employee" were not accurately reflected in that: all hours worked, including overtime, were

1 not included.

2 31. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
3 were not accurately reflected in that: all hours worked, including overtime, were not included.

4 32. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
5 hourly rates in effect during the pay period and the corresponding number of hours worked at each
6 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
7 overtime, were not included.

8 33. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
9 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
10 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
11 of Labor Code § 226.

12 34. Plaintiff and Class Members were not reimbursed for business expenses incurred in
13 executing their duties under Defendant’s employ. Specifically, Plaintiff and Class Members were
14 required to use their cellular phones to clock in for work. Plaintiff and Class Members were not
15 reimbursed for these necessary work-related expenses.

16 35. Finally, Defendants also failed to provide suitable seating to Aggrieved Employees.
17 The operations at Defendant’s facilities allowed for the presence and use of a stool or seat by
18 Aggrieved Employees during the performance of their work duties. The nature of the effected job
19 positions can reasonably be accomplished while using a seat or stool. However, Defendant failed to
20 provide Aggrieved Employees suitable seating when the nature of these employees’ work reasonably
21 permitted sitting.

22 36. Plaintiff alleges that operations at Defendants’ facilities allowed for the presence and
23 use of a stool or seat by the Aggrieved Employees during the performance of their work duties. The
24 nature of the effected job positions can reasonably be accomplished while using a seat or stool.
25 California Labor Code § 1198 requires that “. . . the standard conditions of labor fixed by the
26 commission shall be the . . . standard conditions of labor for employees. The employment of any
27 employee . . . under conditions of labor prohibited by the order is unlawful.” Paragraph (14)(A) of
28 the applicable IWC Wage Orders provides that “[a]ll working employees shall be provided with

1 suitable seats when the nature of the work reasonably permits the use of seats.” Paragraph 14(B) of
2 the applicable IWC Wage Orders provides that “[w]hen employees are not engaged in the active
3 duties of their employment and the nature of the work requires standing, an adequate number of
4 suitable seats shall be placed in reasonable proximity to the work area and employees shall be
5 permitted to use such seats when it does not interfere with the performance of their duties.

6 37. In violation of the applicable sections of the California Labor Code and the
7 requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees
8 suitable seating when the nature of these employees’ work reasonably permitted sitting. Defendants
9 knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were
10 entitled to sit when it did not interfere with the performance of their duties, and that Defendants did
11 not provide suitable seating and did not allow them to sit when it did not interfere with the
12 performance of their duties.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PROVIDE MEAL PERIODS**

15 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

16 **(Plaintiff and Meal Period Sub-Class)**

17 38. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
18 fully alleged herein.

19 39. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
20 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
21 Code and the applicable Industrial Welfare Commission Wage Order.

22 40. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
23 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
24 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
25 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
26 minutes for each work period of ten hours.

27 41. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
28 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work

1 during required meal periods and require employers to pay non-exempt employees an hour of
2 premium wages on each workday that the employee is not provided with the required meal period.

3 42. Compensation for missed meal periods constitutes wages within the meaning of Labor
4 Code section 200.

5 43. Labor Code section 1198 makes it unlawful to employ a person under conditions that
6 violate the applicable Wage Order.

7 44. Section 11 of the applicable Wage Order states:

8 No employer shall employ any person for a work period of more than
9 five (5) hours without a meal period of not less than 30 minutes, except
10 that when a work period of not more than six (6) hours will complete
11 the day's work the meal period may be waived by mutual consent of
12 the employer and employee. Unless the employee is relieved of all duty
13 during a 30 minute meal period, the meal period shall be considered an
14 'on duty' meal period and counted as time worked. An 'on duty' meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written
agreement between the parties an on-the-job paid meal period is agreed
to. The written agreement shall state that the employee may, in writing,
revoke the agreement at any time.

15 45. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
16 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
17 members were not subject to valid on-duty meal period agreements with Defendants.

18 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
20 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
21 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
22 Specifically, due to understaffing and heavy workloads, Plaintiff and **Meal Period Sub-Class**
23 members were denied the opportunity to take timely meal periods prior to the completion of their fifth
24 hour of work. Additionally, Plaintiff and **Meal Period Sub-Class** members were consistently
25 required to perform work-related duties during unpaid meal periods, which were systemically denied,
26 including having to keep, monitor, and maintain their company-issued radios during meal and rest
27 breaks. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants
28 maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-Class** members

1 when they worked five (5) hours without clocking out for any meal period.

2 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
3 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
4 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
5 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

6 48. Moreover, Defendants written policies fail to inform Meal period Class Members of
7 their meal period rights under the Labor Code and applicable Wage Orders.

8 49. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
9 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
10 regular rates of pay when required meal periods were not provided.

11 50. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
12 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
13 thereon, and costs of suit.

14 51. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
15 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
16 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PROVIDE REST PERIODS**

19 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

20 **(Plaintiff and Rest Period Sub-Class)**

21 52. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 53. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
24 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
25 Code and the applicable Wage Order.

26 54. Section 12 of the applicable Wage Order imposes an affirmative obligation on
27 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
28 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must

1 be in the middle of each work period insofar as practicable.

2 55. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
3 employers from requiring employees to work during required rest periods and require employers to
4 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
5 workday that the employee is not provided with the required rest period(s).

6 56. Compensation for missed rest periods constitutes wages within the meaning of Labor
7 Code section 200.

8 57. Labor Code section 1198 makes it unlawful to employ a person under conditions that
9 violate the Wage Order.

10 58. Plaintiff alleges that, at all relevant times during the applicable limitations period,
11 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
12 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
13 major fraction thereof, as required by the applicable Wage Order.

14 59. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
15 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to due to
16 (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second
17 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
18 encouraged employees to take their rest periods, or that properly advised Plaintiff and **Rest Period**
19 **Sub-Class** members of their rest period rights; (3) Defendants' policy and practice of delaying the
20 commencement of Plaintiff and **Rest Period Sub-Class** members' rest breaks due to the mandatory
21 and uncompensated pre-shift duties discussed above. Finally, Plaintiff and **Rest Period Sub-Class**
22 members were consistently required to perform work-related duties during rest periods, which were
23 systemically denied, including having to keep, monitor, and maintain their company-issued radios
24 during rest breaks. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
25 **Class** members additional premium wages when required rest periods were not provided.

26 60. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
27 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
28 costs of suit.

1 61. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
2 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
3 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

6 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

7 **(Plaintiff and Hourly Employee Class)**

8 62. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
9 herein.

10 63. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
11 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
12 applicable Wage Order.

13 64. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
14 which an employee is subject to the control of the employer, and includes all the time the employee
15 is suffered or permitted to work, whether or not required to do so."

16 65. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
17 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
18 that an employer has actual or constructive knowledge that employees are working.

19 66. Labor Code section 1194 invalidates any agreement between an employer and an
20 employee to work for less than the minimum or overtime wage required under the applicable Wage
21 Order.

22 67. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
23 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
24 to the underlying unpaid minimum wages and interest thereon.

25 68. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
26 than the minimum wage required under the applicable Wage Order for all hours worked during a
27 payroll period.

28 69. Labor Code section 1197.1 provides that it is unlawful for any employer or any other

1 person acting either individually or as an officer, agent or employee of another person, to pay an
2 employee, or cause an employee to be paid, less than the applicable minimum wage.

3 70. Labor Code section 1198 makes it unlawful for employers to employ employees under
4 conditions that violate the applicable Wage Order.

5 71. Labor Code section 204 requires employers to pay non-exempt employees their earned
6 wages for the normal work period at least twice during each calendar month on days the employer
7 designates in advance and to pay non-exempt employees their earned wages for labor performed in
8 excess of the normal work period by no later than the next regular payday.

9 72. Labor Code section 223 makes it unlawful for employers to pay their employees lower
10 wages than required by contract or statute while purporting to pay them legal wages.

11 73. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
12 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
13 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
14 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
15 worked on the seventh consecutive day of one workweek.

16 74. Labor Code section 510 and Section 3 of the applicable Wage Order also require
17 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
18 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
19 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

20 75. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
21 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
22 working conditions and compensation arrangements.

23 76. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
24 **Employee Class** members for all time worked, including but not limited to, overtime hours at
25 statutory and/or agreed rates.

26 77. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
27 overtime for all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful
28 time-rounding policy and practice which rounded down and reduced the actual working hours

1 recorded by Plaintiff and **Hourly Employee Class** members, and upon which their pay was based,
2 and generally did so to the detriment of the Plaintiff and **Hourly Employee Class** members, and these
3 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
4 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
5 Plaintiff and **Hourly Employee Class** members only for the hours they were scheduled to work,
6 rather than the hours they were actually under Defendants' control. Plaintiff contends this policy is
7 not neutral and results, over time, to the detriment of the Plaintiff and **Hourly Employee Class**
8 members by systematically undercompensating them.

9 78. Plaintiff and **Hourly Employee Class** members were consistently required to perform
10 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
11 **Class** members were required to arrive to work early and perform work-related tasks prior to clocking
12 on, such as: getting things ready for work, performing trial runs of rides, and waiting in lines for their
13 time clock to become available in order to clock in. Similarly, Plaintiff and **Hourly Employee Class**
14 members were required to perform uncompensated work-related tasks after clocking out, including
15 shutting down all equipment, making sure all seatbelts were fastened, and making sure all canvas
16 coverings were in place. Additionally, Plaintiff and **Hourly Employee Class** members were
17 consistently required to perform work-related duties during unpaid meal periods, which were
18 systemically denied, including having to keep, monitor, and maintain their company-issued radios
19 during meal and rest breaks. Finally, Plaintiff and **Hourly Employee Class** members were required
20 to attend mandatory remote training, via Zoom, off the clock, for which no wages were paid.

21 79. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
22 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
23 full amount of wages earned during each pay period during the applicable limitations period,
24 including overtime wages.

25 80. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
26 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
27 overtime wages, interest thereon and costs of suit.

28 81. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the

substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

82. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

83. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to her or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of her 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, 'copy' includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

84. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the "detachable part of the check" provision and the "accurate itemized statement in writing" provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee

1 retains the right to elect to receive a written paper stub or record and that those who are provided with
2 electronic wage statements retain the ability to easily access the information and convert the electronic
3 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

4 85. Plaintiff is informed and believes that, at all relevant times during the applicable
5 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
6 with written wage statements as described above. Additionally, the wage statements issued to class
7 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
8 described above.

9 86. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
10 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
11 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
12 provided in electronic format in violation of Labor Code § 226.

13 87. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
14 **Wage Statement Class** members with accurate written wage statements was intentional in that
15 Defendants have the ability to provide them with accurate wage statements but have intentionally
16 provided them with written wage statements that Defendants have known do not comply with Labor
17 Code section 226(a).

18 88. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
19 Defendants have violated their legal rights to receive accurate wage statements and have misled them
20 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
21 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
22 discovery and mathematical computations to determine the amount of wages owed, has caused
23 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
24 submission of inaccurate information about wages and deductions to federal and state government
25 agencies.

26 89. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
27 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
28 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period

1 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
2 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

5 **(Lab. Code §§ 201-203)**

6 **(Plaintiff and Waiting Time Penalties Sub-Class)**

7 90. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
8 herein.

9 91. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
10 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
11 earned and unpaid before termination or resignation.

12 92. At all relevant times, pursuant to Labor Code section 201, employees who have been
13 discharged have been entitled to payment of all final wages immediately upon termination.

14 93. At all relevant times, pursuant to Labor Code section 202, employees who have
15 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
16 payment of all final wages at the time of resignation.

17 94. Plaintiff is informed and believes that, at all relevant times during the applicable
18 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
19 members all their final wages in accordance with the Labor Code.

20 95. Plaintiff is informed and believes that, at all relevant times during the applicable
21 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
22 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
23 sections 201 or 202 by failing to timely pay them all final wages.

24 96. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
25 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful
26 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
27 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
28 requirements.

97. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

98. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seeks awards of reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code § 2802)

(Plaintiff and Reimbursement Class)

99. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

100. Labor Code section 2802(a) states:

An employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

101. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff and **Expense Reimbursement Class Members** were required use their cellular phones to clock in for work. Plaintiff and **Expense Reimbursement Class Members** were not reimbursed for these necessary work-related expenses.

102. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of the Complaint and until the date of entry of judgment.

103. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5.

///

1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiff and UCL Class)**

5 104. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 105. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

9 106. Business and Professions Code sections 17203-17204 allow a person who has lost
10 money or property as a result of unfair competition to bring a class action in accordance with Code
11 of Civil Procedure section 382 to recover money or property that may have been acquired from
12 similarly situated persons by means of unfair competition.

13 107. California law requires employers to pay hourly, non-exempt employees for all hours
14 they are permitted or suffered to work, including hours that the employer knows or reasonable should
15 know that employees have worked.

16 108. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
17 THIRD, SIXTH causes of action herein.

18 109. Plaintiff lost money or property as a result of the aforementioned unfair competition.

19 110. Defendants have or may have acquired money by means of unfair competition.

20 111. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
21 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
22 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802
23 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
24 herein.

25 112. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
27 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
28 and reimbursement for necessary business expenditures.

1 113. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
2 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
3 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
4 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
5 unlawful or fraudulent business practice to seek restitution on her own behalf and on behalf of
6 similarly situated persons in a class action proceeding.

7 114. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
9 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

10 115. Plaintiff is informed and believes that other similarly situated persons have been
11 subject to the same unlawful policies or practices of Defendants.

12 116. Due to the unfair and unlawful business practices in violation of the Labor Code,
13 Defendants have gained a competitive advantage over other comparable companies doing business in
14 the State of California that comply with their legal obligations.

15 117. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
16 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
17 violates or is considered unlawful under any other state or federal law.

18 118. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
19 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
20 Defendants, and each of them, and their agents and employees, from further violations of the Labor
21 Code and applicable Wage Orders.

22 119. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
23 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
26 an order permanently enjoining Defendants, and each of them, and their respective agents and
27 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
28 Wage Orders.

120. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

121. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

122. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

123. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698, *et seq.*)

124. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

125. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

126. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or

¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 maintained as a class action pursuant to Code of Civil Procedure section 382.

2 127. Plaintiff, a former employee against whom Defendants committed one or more of the
3 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
4 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
5 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
6 Defendants within the state of California from one year prior to the date of this letter and continuing
7 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
8 “Aggrieved Employees”)

9 128. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
10 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
11 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
12 investigate.

13 129. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate
14 the Wage Order.

15 130. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
16 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 510,
17 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 18 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and
19 2802, one hundred dollars (\$100) for each employee per pay period for each
20 initial violation and two hundred dollars (\$200) for each employee per pay
21 period for each subsequent violation (penalties set by Labor Code §
22 2699(f)(2));
- 23 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
24 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 25 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
26 employee for each initial violation that was neither willful nor intentional, two
27 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
28 withheld from each employee, for each initial violation that was either willful

1 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
2 five percent (25%) of the amount unlawfully withheld from each employee,
3 for each subsequent violation, regardless of whether the subsequent violation
4 was either willful or intentional (penalties set by Labor Code § 210);

5 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
6 employee for each initial violation that was neither willful nor intentional, two
7 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
8 the amount unlawfully withheld from each employee, for each initial violation
9 that was either willful or intentional, and two hundred dollars (\$200) for each
10 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
11 from each employee, for each subsequent violation, regardless of whether the
12 subsequent violation was either willful or intentional (penalties set by Labor
13 Code § 225.5);

14 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
15 citation, two hundred and fifty dollars (\$250) for each employee for each
16 violation. Alternatively, if an initial citation or its equivalent occurred before
17 the filing of this action, one thousand dollars (\$1,000) for each employee for
18 each violation (penalties set by Labor Code § 226.3);

19 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
20 employee for each initial pay period for which the employee was underpaid,
21 and one hundred dollars (\$100) for each employee for each subsequent pay
22 period for which the employee was underpaid (penalties set by Labor Code §
23 558);

24 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
25 aggrieved employee for each initial violation of Labor Code § 1197 that was
26 intentional and two hundred and fifty dollars (\$250) for each aggrieved
27 employee per pay period for each subsequent violation of Labor Code § 1197,
28 regardless of whether the initial violation was intentional (penalties set by

Labor Code § 1197.1);

- viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

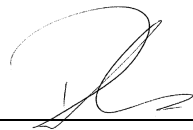
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Restitution;
- i. Declaratory relief;
- j. Pre-judgment interest;
- k. Civil penalties;
- l. Statutory penalties;
- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: December 5, 2024

D.LAW, INC.



David Yeremian
David Keledjian
Attorneys for Plaintiff
LISHA SIMMONDS, and the putative class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: December 5, 2024

D.LAW, INC.



David Yerejian
David Keledjian
Attorneys for Plaintiff
LISHA SIMMONDS, and the putative class

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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., Suite 840, Glendale, CA 91203.

Ryan McCoy
Steven Wong
Shari O'Brien
SEYFARTH SHAW LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105-2930
Email: RMcCoy@seyfarth.com
Email: stevwong@seyfarth.com
Email: ShOBrien@seyfarth.com

[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.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ (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 5, 2024, at Glendale, California.


Jordan Floyd