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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RAENIECE SHAVONNE LIGHTNER, an
individual, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

CULINARY SERVICES OF AMERICA,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
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 Pay Sick Pay Wages;
6. Failure to Pay Vacation Wages;
7. Failure to Provide Suitable Seating;
8. Violation of Labor Code § 226(a);
9. Violation of Labor Code § 221;
10. Violation of Labor Code § 201.3;
11. Violation of Labor Code § 203;
12. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
13. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
14. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff RAENIECE SHAVONNE LIGHTNER (hereinafter “Plaintiff”), on behalf of
2 herself and all other similarly situated non-exempt, hourly workers employed by Defendants in
3 California (collectively, “Employees”; individually, “Employee”), complains of Defendants, and
4 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 four years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants CULINARY
9 SERVICES OF AMERICA, INC., a California corporation; and DOES 1 through 50 (all
10 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants
11 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
12 Commission (IWC), and California Business & Professions Code, and seeks redress for these
13 violations.

14 2. Plaintiff worked as a chef, waitress, and bartender based out of Defendants’
15 facilities and placed at Defendants’ customer’s venues and locations throughout California. Upon
16 information and belief, Defendants employed Plaintiff and placed her to work at various
17 locations and to be jointly employed by Defendants’ customers at locations such as Dodger
18 Stadium, Skechers U.S.A., Dignity Soccer Stadium, People Magazine, and the University of
19 Southern California. Defendants employed other similarly situated Class members as chefs,
20 waiters, waitresses, bartenders, servers, bussers, dishwashers, hosts, cooks, and in similar and
21 related positions in connection with providing restaurant and food services to Defendants’
22 customers and guests at their various venues throughout California. Plaintiff and the other
23 similarly situated Class members worked at Defendants’ behest without being paid all wages due
24 and without being provided all required breaks.

25 3. Upon information and belief, Plaintiff and the other Employee Class members
26 were employed by Defendants and shared similar job duties and responsibilities; were subjected
27 to the same policies and practices; and endured similar violations at the hands of Defendants as
28 the other Employee Class members who were employed by Defendants and placed at various

customer venues and locations throughout California to serve in similar and related positions.

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

5. Defendant CULINARY SERVICES OF AMERICA, INC ("CSA") is a California corporation that lists its principal address with the California Secretary of State in Los Angeles and Los Angeles County, California. The wage statements issued to Plaintiff from Defendants, and upon information and belief the other Class members, listed "Culinary Services of America, Inc." as the employer, with the same address in Los Angeles, California. Upon information and belief, CULINARY SERVICES OF AMERICA, INC. is doing business as CULINARY STAFFING SERVICE and/or is a subsidiary, sub-entity, predecessor, successor, or otherwise related entity that operates as part of Defendant, CULINARY SERVICES OF AMERICA, INC. Culinary Services of America and the Culinary Staffing Service maintain the same Los Angeles, California address. The Culinary Staffing Service's website addresses placement locations throughout California and provides the following:

"Founded in 1999, Culinary Staffing Service has built a reputation of excellence in the hospitality industry. Our clients stay with us for our ability to provide the highest quality staff on the most flexible terms. We are equipped to fill last-minute staffing needs, handle all aspects of your personnel management, work with your venue's specific needs, and rise to any occasion."....
"[w]e staff the hospitality industry with high-quality, pre-qualified staff and we don't stop there. Our services include everything from interviewing candidates, hiring, training, payroll, personnel management, liability, and insurance coverage, and round the clock availability. Last-minute, 24/7 services are what we provide, because it's what your business deserves."

1 6. Upon information and belief, Defendants place Employees to provide culinary
2 and food services at Defendants' customer locations and venues throughout California either
3 directly or through staffing agencies such as CSA. Upon information and belief, these venues
4 maintain joint control with CSA over Plaintiff and the Employee Class members placed at
5 Defendants' customer locations and venues ("California venues"), including controlling their
6 scheduled hours and working conditions, when they receive breaks, and their pay rates, and
7 setting the policies and practices which govern their employment. Although Plaintiff was paid by
8 and received wage statements from CSA, they were employers of Plaintiff and other similarly
9 situated temporary staffing company placements with these California venues. CSA and the
10 California venues jointly controlled the hours worked by Plaintiff and the Employee Class
11 members, including by setting their wage rates and amount of wages paid, providing an
12 "authorization code" to allow employees to clock in and out, and dictating their daily working
13 conditions and the policies and practices that governed their daily employment.

14 7. Additionally, under California Labor Code § 2810.3, the California venues share
15 with CSA in civil legal responsibility for all workers supplied to the California venues for their
16 collective failure to pay all earned wages. California Labor Code § 2810.3 requires that "A client
17 employer shall share with a labor contractor all civil legal responsibility and civil liability for all
18 workers supplied by that labor contractor for...the payment of wages." A "labor contractor"
19 (here, e.g., CSA), is defined as "an individual or entity that supplies, either with or without a
20 contract, a client employer with workers to perform labor within the client employer's usual
21 course of business." "Client employer" (here California venues) is defined as "a business entity,
22 regardless of its form, that obtains or is provided workers to perform labor within its usual course
23 of business from a labor contractor." Upon information and belief, various California venues are
24 and have been a client employer within the definition of Labor Code § 2810.3 and share with
25 CSA, the labor contractor, all civil legal responsibility, and civil liability for failure to pay all
26 wages earned by Plaintiffs and the Employee Class Members.

27 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
28 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought

as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred, at least in part, in Los Angeles County, where Defendants conduct business and are headquartered and employ Plaintiff and other Class members.

9. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as 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, 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 of Defendants 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, 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, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, 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, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly Employees in positions related to food preparation, food services, and restaurant work.

13. Plaintiff was employed by Defendant as a chef, waitress, and bartender, with duties that included serving tables and guests, working various events doing food preparation, banquet service, cleaning and setting tables, serving drinks, and setting up for events for Defendants’ customers and guests. Plaintiff generally was required by Defendants to work over 40 hours per week, four to five shifts per week, excluding on-call time. Plaintiff’s scheduled hours were generally from 2:00 p.m. through 10:00 p.m., and Plaintiff habitually worked on-call at Defendants’ behest. Plaintiff was required to check in with Defendants on her cell phone or computer through the company application to see if she was assigned any jobs the same day.

14. The nature of Defendants’ operations and its policies and practices require that Employees endure significant off-the-clock work. Defendant required that Plaintiff and Class Members download and utilize the “Go Live App” on their personal mobile phones to clock in and clock out for their work shifts and meal periods while working at their various placement

1 locations. However, Defendants also required Plaintiff and Class Members to wait for a
2 representative of the particular venue where they were placed or one of Defendants'
3 representatives to provide them with a code to clock in and out for work.

4 15. Upon information and belief, when Plaintiff and Class Members were sent to
5 various locations such as Dodger Stadium, Dignity Soccer Stadium, and the Peoples
6 Magazine/SAG Awards event at the University of Southern California, they were required by
7 Defendants to park in a designated parking lot, wait for a shuttle to take them to the employee
8 entrance of the venue, and then the employees had to wait at the entrance of the venue until they
9 were all there before they were allowed to proceed through the security check. This process
10 they had to complete before being counted as working on the clock caused Employees to endure
11 approximately one to two hours of off the clock without being paid before they were even
12 permitted to be on the clock. This also caused Plaintiff and the Class members to work
13 significantly more than eight hours per shift despite Defendants' concerted effort to avoid
14 paying them wages for all hours worked at the required overtime premium wage rates.

15 16. Additionally, once the employees were gathered together and ushered through
16 the security screening area, they were required to meet with the site manager to obtain their
17 codes they were required to input to clock in. This resulted in at least another 15 minutes of
18 unpaid wages for hours worked before they were permitted to clock in for their shifts. At the
19 end of their shifts, Plaintiff and Class members were required to walk or take the shuttle to the
20 parking lot, which took between 15 and 45 minutes after they had clocked out and again
21 contributed to systematic and ongoing failure to pay wages for all hours worked violations.

22 17. The failure to maintain accurate timekeeping and payroll records perpetrated by
23 Defendants has also been exacerbated by off the clock work Defendants required their
24 Employees to endure. Due to the heavy volume of work, Plaintiff was habitually compelled to
25 work through parts of her meal periods in order to complete her work. Plaintiff was required to
26 remain at her work location during meal and rest breaks and therefore was not free of all duty
27 and was required to remain on premises and under Defendant's control during any meal or rest
28 breaks she was provided or authorized and permitted to take. Plaintiff was required at times to

1 clock out for lunch and continue performing job duties rather than being provided with the duty-
2 free meal periods required under the Labor Code. Defendants were also aware that their
3 facilities were understaffed and as a result, Employees were required to work additional hours
4 that were often uncompensated or otherwise underpaid.

5 18. If Plaintiff failed to complete all her work during her scheduled hours, she would
6 be forced to incur overtime hours which Defendants' management frowned upon and rarely
7 authorized. Moreover, as a direct result of their policy of not permitting overtime or otherwise
8 resulting from hours and budgetary constraints Defendants' operated under from their
9 customers, Defendants' managers would alter time records to reflect that Employees worked
10 only their scheduled hours rather than the hours they actually worked. Thus, Plaintiff was forced
11 to work through parts of her meal periods to complete all her work and to avoid incurring an
12 amount of overtime that Defendants would not accept and pay. These additional hours worked
13 generally went uncompensated despite the fact Plaintiff was under Defendants' control or
14 otherwise required to continue performing job duties or was standing by to perform them.
15 Plaintiff and other Employees' rest breaks were also routinely interrupted or not provided at all
16 due to pressing work demands. Due to understaffing and the heavy volume of work, Employees
17 were generally not permitted to take any rest breaks.

18 19. Additionally, Plaintiff and Class Members were required to check in on the
19 Defendant's app on their personal cell phones to determine if they were assigned any jobs that
20 same day. Plaintiff also was required to receive and review emails from the Defendant offering
21 job assignments. All of this activity occurred off the clock and resulted in additional unpaid
22 hours worked.

23 20. Defendants followed similar unlawful practices, upon information and belief, in
24 connection with other Employees in a concerted effort to limit and restrict regular and overtime
25 hours earned by and owing to them. For example, Defendants required Plaintiff and other Class
26 Members to wait in security lines in the parking lot to be given credentials and parking passes
27 for 15 – 20 minutes each day before clocking in. As a result of this and the other off the clock
28 they required Employees to endure, Defendants failed to pay Plaintiff and Class members

1 overtime at the end of work shifts which Defendants did not record in any timekeeping or
2 payroll records. Defendants' timekeeping system utilized to track employee time contained a
3 shift start time that was pre-set by Defendants and was not adjustable. Plaintiff and Class
4 Members were only able to click "yes" to clock in – but could not change the start time to
5 reflect the actual time they started working or were under Defendants' control. Defendants thus
6 failed to pay overtime hours and failed to compensate Employees at the correct premium rates.

7 21. Defendants also failed to properly account for bonuses in the regular rate
8 Defendants utilized to pay Plaintiff and the Class members the overtime, meal penalty
9 premiums, sick pay, vacation pay, and rest period premiums they were paid. Plaintiff was
10 therefore not paid for all her hours worked at the required minimum, overtime and double time
11 wage rates due to Defendants' policy and practice of requiring her to work off the clock and
12 without pay. Upon information and belief, the Class members were bound by similar scheduling
13 and work policies which Defendants required them to follow and endured similar violations at
14 Defendants' hands as Plaintiff. With work shifts generally scheduled for eight hours or more,
15 this unpaid off the clock work resulted in Plaintiff and the Class members working past eight
16 hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their
17 regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
18 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
19 forty in a work week, and all hours over twelve in a day at the required double time rate.

20 22. As a result of the above-described unlawful requirements to work off the clock,
21 the failure to accurately record all hours worked and the other wage violations they endured at
22 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned
23 and all wages owed to them by Defendants, including when working more than eight hours in
24 any given day and/or more than forty hours in any given week. As a result of Defendants'
25 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked
26 for which they were not adequately and completely compensated, in addition to the hours they
27 were required to work off the clock at their regular rates.

1 23. The failure to pay for all hours worked and underpayment of wages to Plaintiff
2 and the Class members is and has been a direct consequence of Defendants' unlawful
3 compensation policies and practices, which upon information and belief applied uniformly to
4 the Class members working at Defendants' customer locations and venues and facilities. As a
5 result of the above-described unlawful requirements to work off the clock, the failure to
6 accurately record all hours worked and pay wages at the correct rates, the failure to compensate
7 employees for time under Defendants' control and the other wage violations they endured at
8 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned
9 and all wages owed to them by Defendants, including when working more than eight hours in
10 any given day and/or more than forty hours in any given week.

11 24. Therefore, from at least four years prior to the filing of this lawsuit and continuing
12 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
13 hours worked and failing to pay minimum wages for all time worked, as required by California
14 law. Defendants also followed a consistent policy or practice of failing to pay Employees
15 overtime compensation at the correct premium overtime rates for all hours worked in excess of
16 eight hours a day and/or forty hours a week and double-time rates for all hours worked in excess
17 of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC
18 Wage Orders. To the extent Defendants paid Plaintiff and the Class members bonuses or shift
19 differentials or other forms of remuneration above and beyond their hourly pay, upon
20 information and belief Defendants miscalculated and therefore underpaid overtime they paid
21 during these pay periods by failing to include all forms of remuneration in the regular rate used
22 to calculate and pay them.

23 25. Defendants also failed to provide Plaintiff and the Class members with their
24 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
25 eight hours. Demanding workloads and understaffing contributed to Defendants' common
26 policy of failing to provide lawful meal periods to Plaintiff and the Class members, as required
27 under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly
28 systematically failed to authorize and permit Plaintiff and the employee Class Members to take

1 all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
2 IWC Wage Order(s).

3 26. More specifically, Plaintiff worked shifts that entitled her to at least one meal
4 period, but Defendants' managers required Plaintiff and the Class members to prioritize work
5 over taking lawful meal periods. Constant short-staffing led to systematically late meal periods,
6 and on-duty meal periods that were incessantly interrupted by management demands and
7 required job duties and tasks. The heavy workload and management expectations also
8 contributed to Employees working through meal periods or not taking them or taking them late
9 so work could be accomplished or they were otherwise required to remain under Defendants'
10 control during meal periods. Employees were also required to remain under Defendants' control
11 during breaks, including by Defendants restricting where they could take their breaks, when they
12 could take them, and what they could do during their breaks. Defendants thus exerted control
13 over Employees by restricting them to their work premises and designated locations therein or by
14 requiring them to respond to manager and customer inquiries and demands during breaks.

15 27. Therefore, meal period violations systematically occurred throughout all of
16 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period and failed to
17 provide a meal premium payment in lieu thereof. To the extent Defendants ever did pay Plaintiff
18 a meal period premium, they failed to include all forms of remuneration beyond hourly wages in
19 the regular hourly rate used to pay the one-hour premium payment. Upon information and belief,
20 the other Class members were subjected to similar unlawful policies and practices and endured
21 similar violations as Plaintiff.

22 28. Defendants thus failed to provide all the legally required unpaid, off-duty meal
23 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
24 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
25 members were required to perform work as ordered by Defendants or otherwise remain under
26 Defendants' control for more than five hours during a shift, or ten hours in a shift, but were
27 often required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks.
28 Additionally, as addressed above, Defendants followed a practice of requiring off the clock

1 work, in a manner that would impact when Employees were to receive meal periods and rest
2 breaks, thus leading to further violations.

3 29. As a result, Defendants' failure to provide Plaintiff and the Class members with
4 all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
5 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants
6 also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's
7 effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide
8 or deficiently provided. Upon information and belief, if and when Defendants did pay any meal
9 period premiums, they failed to include all forms of remuneration such as bonuses and shift
10 differentials in the regular rate used to calculate and pay them. To the extent Plaintiff and the
11 Class members worked shifts of over ten hours, upon information and belief Defendants failed to
12 provide them with a second required meal period.

13 30. Therefore, for at least four years prior to the filing of this action and through to
14 the present, Plaintiff and the Class members were unable to take off-duty breaks or were
15 otherwise not provided with the opportunity to take required meal breaks due to Defendants'
16 policies and practices. On the occasions when Plaintiff and the Class members were provided
17 with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and
18 Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus
19 occurred in one or more of the following manners:

- 20 (a) Class members were not provided full thirty-minute duty free meal
21 periods for work days in excess of five hours and were not compensated
22 one hour's wages in lieu thereof, all in violation of, among others, Labor
23 Code §§ 226.7, 512, and the applicable Industrial Welfare Commission
24 Wage Order(s);
- 25 (b) Class members were not provided second full thirty-minute duty free
26 meal periods for work days in excess of ten hours;
- 27 (c) Class members were required to work through at least part of their daily
28 meal period(s);

- 1 (d) Meal periods were provided after five hours of continuous work during a
2 shift; and
- 3 (e) Class members were restricted in their ability to take a full thirty-minute
4 meal period and were not permitted to leave their work premises during
5 meal periods and were otherwise required to remain under Defendants'
6 control during meal periods.

7 31. Defendants also failed to authorize and permit Plaintiff and the Class members to
8 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction
9 thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiff and
10 the Class members were unable to take as with meal periods. Defendants made no efforts or
11 provided no emphasis on authorizing and permitting Employees to take net ten-minute rest
12 breaks for every four hours of work.

13 32. Given the constant and ongoing job demands she faced and Defendants' failure
14 to adequately staff its placement locations and venues to permit employees to take breaks,
15 Plaintiff was compelled to remain on the premises performing job-related duties while also
16 remaining under Defendants' control during times when she was supposed to be enjoying a
17 duty-free rest break. By uniformly requiring Plaintiff and the other similarly situated co-workers
18 to remain under Defendants' control and on premises during rest breaks, Defendants committed
19 systematic and ongoing rest break violations. To the extent Defendants paid any rest break
20 premium payments under Labor Code § 226.7 to Plaintiff or Class members, these payments
21 failed to include all forms of remuneration in the regular hourly rate at which they were paid.

22 33. Defendants' management did not emphasize the requirement to provide at least
23 one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If
24 and when Plaintiff was permitted to take a ten-minute rest break on a shift, she was not
25 permitted to take a second one or a third one or any breaks were untimely or impermissibly
26 shortened. Further violations occurred as Plaintiff and the Class members were required to
27 remain under Defendants' control by not being able to leave the premises and by Defendants'
28 requirement that they remain ready to respond to work requirements and job demands, thus

1 requiring Employees to unlawfully remain under Defendants' control during rest breaks.

2 34. Plaintiff and the other similarly situated Class members were either not
3 authorized, permitted the opportunity to take a rest break, or were required to remain under
4 Defendants' control and respond to instructions and job demands. Defendants also failed to
5 authorize and permit Employees to leave the property premises during rest breaks, or else
6 prevented them from doing so, thus further evidencing Defendants' policy and practice of
7 requiring Plaintiff and the Class members to remain under their control during required off-duty
8 rest breaks.

9 35. Defendants' policies and practices thus systematically deny and denied Plaintiff
10 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
11 periods. The California Supreme Court has instructed that the rest period requirement obligates
12 employers to permit and authorize employees to take-off-duty rest periods. That is, during rest
13 periods employers must relieve employees of all duties and relinquish control over how
14 employees spend their time. Plaintiff and the Class members were and are under Defendants'
15 control when they are working through rest breaks, and Defendants failed to schedule or
16 account for required first, second, and third rest breaks during the shifts Plaintiff and the Class
17 members generally worked.

18 36. Plaintiff and the Employees in the Class were not authorized and permitted to
19 take lawful rest periods, were systematically required by Defendants to work through or during
20 breaks, and were not provided with one hour's wages in lieu thereof. They were required to
21 remain on duty during breaks or portions of their breaks, thus making them either untimely or
22 shortened and on-duty, and they were also prevented from leaving the premises during rest
23 breaks under Defendants' policies and practices. Rest period violations therefore arose in one or
24 more of the following manners:

- 25 (a) Class members were required to work without being provided a minimum
26 ten minute rest period for every four hours or major fraction thereof worked
27 and were not compensated one hour of pay at their regular rate of
28 compensation for each workday that a rest period was not provided, and to

1 the extent Defendants paid any premiums, they failed to include all forms
2 of remuneration in the regular rate used to calculate and pay them.

3 (b) Class members were not authorized and permitted to take timely rest
4 periods for every four hours worked, or major fraction thereof; and

5 (c) Class members were required to remain on duty and under Defendants'
6 control during rest periods or otherwise had their rest periods interrupted
7 by work demands.

8 37. From at least four years prior to the filing of this lawsuit and continuing to the
9 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting
10 or deducting the Employees' earned wages, including by requiring off the clock work during
11 breaks and before and after work shifts and by miscalculating the regular rate and accordingly
12 underpaying overtime wages and meal and rest break premiums. By not compensating
13 Employees for all hours worked and under Defendants' control at the correct rates, Defendants
14 unlawfully deducted wages earned by and owed to Plaintiff and the Class members, in violation
15 of Labor Code § 221.

16 38. From at least four years prior to the filing of this lawsuit and continuing to the
17 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
18 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
19 belief, Defendants failed to incorporate all remunerations, including shift differentials,
20 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the
21 calculation of the regular rate of pay for purposes of calculating vacation pay. Therefore, during
22 times when Plaintiff and Employees worked overtime and received shift differentials,
23 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants
24 failed to pay all vacation pay by paying a lower rate than required.

25 39. Defendants also violated California Labor Code § 246 by not providing all
26 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
27 provides that an Employee who "works in California for the same employer for 30 or more days
28 within a year from the commencement of employment is entitled to paid sick days as specified

1 in this section.” Paid sick time for nonexempt employees shall be calculated in the same manner
2 as the regular pay rate for the workweek in which the employee uses the paid sick time.
3 Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all
4 their required and earned sick days paid at the correct rate of pay, in violation of Labor Code §
5 246. Additionally and upon information and belief, Defendants have failed to provide COVID-
6 19 supplemental sick leave to the Class members during the relevant time period, including by
7 failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the
8 correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and
9 penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If
10 paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the
11 employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater,
12 but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in
13 the administrative penalty.” Plaintiff accordingly seeks this relief available for Defendants’
14 failure to provide Employees with all their required and earned sick days and all their COVID-
15 19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and
16 statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558,
17 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to
18 Labor Code § 2699(g)(1).

19 40. Upon information and belief, Defendants also failed to provide Employees such
20 as Plaintiff at the time of her employment and thereafter with written notice complying with all
21 the requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an
22 employer shall provide to each employee a written notice, in the language the employer
23 normally uses to communicate employment-related information to the employee, containing”
24 specifically required information. Upon information and belief, Defendants failed to provide
25 this information to the Class Members as required under Labor Code § 2810.5. Defendants were
26 required to provide Plaintiff and the Class members certain specific information upon hiring
27 pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any
28 such information when she was hired, or have failed to produce it, and upon information and

1 belief, Defendants committed similar violations in connection with similarly situated Class
2 members.

3 41. As a result of these illegal policies and practices, Defendants also engaged in and
4 enforced the following additional unlawful practices and policies against Plaintiff and the Class
5 members she seeks to represent:

- 6 (a) failing to pay all wages owed to Class members who either were
7 discharged, laid off, or resigned in accordance with the requirements of
8 Labor Code §§ 201, 202, 203 and 227.3;
- 9 (b) failing to pay all wages owed to the Class members twice monthly in
10 accordance with the requirements of Labor Code § 204;
- 11 (c) failing to pay Class members all wages owed, including all meal and rest
12 period premium wages, and failing to pay them at the regular rate of
13 compensation;
- 14 (d) failing to maintain accurate records of Class members' hours worked and
15 earned wages and meal periods in violation of Labor Code §§ 226 and
16 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 17 (e) failing to produce timekeeping records in response to Plaintiff's timely and
18 lawful request to receive them under these authorities.

19 42. Defendants have also consistently failed to provide Class members with timely,
20 accurate, and itemized wage statements, in writing, as required by California wage-and-hour
21 laws, including by the above-described requirement of off the clock work, failure to pay all
22 overtime and double time wages owed and failure to pay them at the appropriate premium rates,
23 and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or
24 by miscalculating any overtime or meal period or rest break premium wages and by the
25 systematic and unlawful deductions Defendants took from Employee wages. Defendants have
26 also made it difficult to account with precision for the unlawfully withheld wages and meal and
27 rest period compensation owed to Plaintiff and the Class, during the liability period, including
28 because they did not calculate the regular rate of pay correctly when paying overtime or meal

1 period premiums and because they did not implement and preserve a record-keeping method as
2 required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7
3 of the applicable California Wage Orders. Upon information and belief, time clock punches were
4 not maintained or were not accurately maintained for work shifts and meal periods. Defendants
5 also failed to accurately record and pay for all regular and overtime hours worked and submitted
6 by Plaintiff and the Class members, including by failing to pay all overtime hours at the correctly
7 calculated overtime premium rate. Defendants also failed to accurately list the Total Hours
8 worked on wage statements issued to Plaintiff, and upon information and belief the other Class
9 members, including by including hours and payment entries for items that do not count as hours
10 worked.

11 43. Defendants therefore also provided Plaintiff and the Class members with wage
12 statements that failed to accurately report all hours worked and applicable hourly rates for all
13 hours worked. For the same reasons as explained above, Plaintiff and the Class members were
14 provided with unlawful wage statements that failed to reflect all hours worked and failed to pay
15 for all overtime hours or failed to pay overtime wages at the correct overtime premium rate, and
16 Defendants miscalculated meal and rest break premiums, and sick time if and when they did pay
17 them. Defendants followed this unlawful policy and practice even though both Plaintiff and
18 Defendants were aware that Plaintiff and the Class members worked more total hours than were
19 reflected on the wage statements, including overtime hours, and were underpaid by regular rate
20 miscalculation. Plaintiff and the Employees in the Class were unable to discern from their wage
21 statements alone the actual hours they worked in total during a pay period and the rates they
22 were paid for those hours worked.

23 44. Additionally, Labor Code § 201.3 requires Defendants to pay Plaintiff weekly.
24 Defendants have failed to comply with Labor Code § 201.3 to whatever extent Defendants failed
25 to pay Plaintiff her wages on a weekly basis or to accurately pay them. As a temporary worker
26 who is sent by Defendants to work at these various California venues, Plaintiff should be paid
27 weekly after working at each individual venue.

1 45. Defendants have thus also failed to comply with Labor Code § 226(a) by
2 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
3 members, along with the appropriate applicable rates, among others requirements. Plaintiff and
4 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
5 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
6 applicable California IWC Wage Orders by failing to maintain time records showing when the
7 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
8 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
9 payment of wages and accurately reporting total hours worked.

10 46. Additionally, Defendants failed to comply with Labor Code § 226(a)(9). Under §
11 226(a)(9), for temporary staffing employees, wage statements issued weekly must accurately list:
12 all applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
14 temporary services employer as defined in Section 201.3, the rate of pay and the total hours
15 worked for each temporary services assignment.” Here, Defendants failed to accurately set forth
16 in their wage statements the total hours worked and corresponding rates for each temporary
17 services assignment, and all applicable hourly rates. Additionally, pursuant to § 226(a)(9),
18 Defendants were required to list on Plaintiff’s wage statement, where she was assigned, and
19 Defendants committed violations each time they failed to do so for her and the Class members.

20 47. Defendants also required Plaintiff and the Class members to work hours off the
21 clock for which they were not compensated. They were also required to endure off the clock work
22 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
23 provided with sick pay and supplemental sick leave and were subjected to systematic off the clock
24 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
25 work shift and a workday or failed to pay it at the correct rate or at the required frequency, as
26 addressed above. Therefore, Defendants have also followed a uniform and consistent policy of
27 failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of
28 their termination or within seventy-two hours of their resignation, as required by California wage-

1 and-hour laws, including under Labor Code § 203. To the extent Defendants failed to provide
2 wage statements and payment in accordance with Labor Code § 201.3, Plaintiff and all Class
3 members are also owed the penalties as articulated in Labor Code § 203 and as detailed below.

4 48. Defendants also failed to provide suitable seating with their policy of providing
5 no chairs and prohibiting employees from sitting in chairs while working at tasks that do not
6 require standing. The applicable Wage Order provides that “[a]ll working employees *shall* be
7 provided with suitable seats when the nature of the work reasonably permits the use of seats.” *Id.*
8 § 11070(14)(A) (emphasis added). Further, “[w]hen the employees are not engaged in the active
9 duties of their employment and the nature of the work requires standing, an adequate number of
10 suitable seats *shall* be placed in reasonable proximity to the work area and employees shall be
11 permitted to use such seats when it does not interfere with the performance of their duties.” *Id.*
12 § 11070(14)(B) (emphasis added). Plaintiff and Class Members were able to perform certain
13 tasks, such as preparing food, preparing drinks, cleaning and setting tables, and event set up
14 while seated.

15 49. Additionally, from at least four years prior to the filing of this lawsuit and
16 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
17 incur necessary business expenses in the course of performing their required job duties without
18 reimbursement. These included the required purchase of tools such as knives, food
19 thermometers, chef coats, pants, and head coverings. Moreover, Plaintiff and Class members
20 were required to use their personal mobile phones both on and off the clock to clock in and out to
21 work and to communicate with management. Plaintiff and class members were not reimbursed
22 for these expenses. Plaintiff and the Class members must be reimbursed for these necessary
23 business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

24 50. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
25 pursuant to, *inter alia*, Labor Code §§ 201, 201.3, 202, 203, 204, 218, 218.5, 218.6, 221, 226,
26 226.4, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 511, 512, 558, 558.1, 1174, 1174.5,
27 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and California Code of
28 Regulations, Title 8, section 11000 *et seq.*

1 51. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
2 Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all
3 benefits Defendants have enjoyed from their violations of Labor Code and the other unfair,
4 unlawful, or fraudulent practices alleged in this Complaint.

5 **CLASS ALLEGATIONS**

6 52. Plaintiff brings this class action on behalf of herself and all others similarly
7 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the
8 Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any
9 time during the period of four years prior to the filing of this lawsuit and ending on a date as
10 determined by the Court (“the Class Period”), and who have been employed and placed by
11 Defendants as non-exempt, hourly employees within the State of California.” This includes those
12 Employees Defendants placed at their California venues in hourly positions related to food
13 preparation, food service, and restaurant operations, and those in similar and related positions.
14 Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

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

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

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

27 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
28 applicable limitations period, were not provided with accurate itemized wage statements.

1 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members
2 who were subject to Defendants' policy and/or practice of deducting wages earned from their
3 pay, including by requiring off the clock work.

4 g. Subclass 7. Temporary Service Employee Labor Code 201.3 Subclass. All Class
5 members who were subject to Defendants' policy and practice of not paying wages and
6 providing wage statements on a weekly basis.

7 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
8 applicable limitations period, either voluntarily or involuntarily separated from their employment
9 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
10 termination.

11 i. Subclass 9. Sick-Pay Class: All Class members who, within the applicable
12 limitations period, worked for more than 30 days for Defendants and were not paid for at least
13 one hour of sick time for every 30 hours of work thereafter, or at least 3 days of sick time for
14 every 12-month period.

15 j. Subclass 10. Vacation Wages Subclass. All Class members who were not
16 compensated at the Employee's regular rate of pay for their vacation wages.

17 k. Subclass 11. Failure to Provide Suitable Seating Subclass. All Class members who
18 were subject to Defendants' policy and practice of not providing suitable seating.

19 l. Subclass 12. Payroll Records Subclass. All Class members who were subject to
20 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
21 by California wage-and-hour laws.

22 m. Subclass 13. Expenses Reimbursement Class: All Class members who, within the
23 applicable limitations period who incurred business expenses during the Relevant Time Period.

24 n. Subclass 14. UCL Subclass. All Class members who are owed restitution as a
25 result of Defendants' business acts and practices, to the extent such acts and practices are found
26 to be unlawful, deceptive, and/or unfair.

27 53. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
28 modify the class description with greater particularity or to provide further division into

subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

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

55. This action has been brought and may properly be maintained as a class action 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

56. The potential members of the Class as defined are so numerous that joinder of all the Class members 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 hundreds of 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

57. 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

1 California Labor Code addressed above. As such, these common questions predominate over
2 individual questions concerning each individual Class Member's showing as to his or her
3 eligibility for recovery or as to the amount of damages. These common questions of law and fact
4 include:

- 5 a. Whether Defendants failed to pay Employees minimum wages;
- 6 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 7 c. Whether Defendants failed to pay Employees overtime as required under Labor
8 Code § 510;
- 9 d. Whether Defendants failed to pay Employees vacation wages as required under
10 Labor Code § 227.3;
- 11 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
12 IWC Wage Orders, by failing to provide Employees with requisite meal periods
13 or premium pay in lieu thereof;
- 14 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC
15 Wage Orders, by failing to authorize and permit Employees to take requisite rest
16 breaks or provide premium pay in lieu thereof;
- 17 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
18 inaccurate wage statements and wage statements that omitted many of the Section
19 226(a) requirements.
- 20 h. Whether Defendants violated Labor Code § 221;
- 21 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
22 wages and compensation due and owing at the time of termination of
23 employment;
- 24 j. Whether Defendants' conduct was willful;
- 25 k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
26 IWC Wage Orders by failing to maintain accurate records of Class members'
27 earned wages and work periods;
- 28 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all

Employees during the relevant time period for all hours worked, whether regular or overtime;

m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;

n. Whether Defendants failed to provide suitable seating;

n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;

o. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

p. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;

q. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*; and

r. Whether CSA should share with various California Venues responsibility for all workers placed at California facilities under California Labor Code § 2810.3.

C. Typicality

58. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off the clock work and meal and rest violations they were required to endure are typical of those of the other Class members.

D. Adequacy of Representation

59. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

60. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and

1 questions of law and fact common to all Employees predominate over any questions affecting
2 only individual Employees. Each Employee in the Class has been damaged and is entitled to
3 recovery by reason of Defendants' illegal policies or practices of failing to compensate
4 Employees properly.

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

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

23 63. Defendants, as prospective and actual employers of the Employees in the Class,
24 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
25 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
26 Employees as well as the effect of any alleged arbitration agreements that may have been forced
27 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
28 and policies, most notably intentionally refusing to pay for all hours actually worked which

1 should have been recorded in Defendants' pay records and the consequence of the alleged
2 arbitration agreements and policies and practices on the Employees and Class as a whole.

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

10 **FIRST CAUSE OF ACTION**
11 **FAILURE TO PAY MINIMUM WAGES**
12 **(Against All Defendants)**

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

15 66. Defendants failed to pay Employees minimum wages for all hours worked.
16 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
17 would work hours and not receive wages, including as alleged above in connection with off the
18 clock work, including all the time required to remain on duty and under Defendants' control
19 during breaks and due to the work demands placed upon them by Defendants' management and
20 by paying what should have been overtime hours as regular hours. Defendants' uniformly applied
21 policies required systematic off the clock work and underpayment of all wages owed to
22 Employees over a period of time, while benefiting Defendants. During the relevant time period,
23 Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members,
24 including by requiring systematic off the clock work. To the extent any local wage ordinances
25 were also applicable to paying the employees an hourly rate above the minimum wage rate,
26 Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of
27 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a
28 whole, as a result of implementing a uniform policy and practice that denied accurate

1 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

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

7 68. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
8 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
9 employees, and the payment of a less wage than the minimum so fixed is unlawful.” The
10 applicable minimum wage rate fixed by the commission for work during the relevant period is
11 found in the Wage Orders.

12 69. The minimum wage provisions of California Labor Code are enforceable by private
13 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
14 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
15 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
16 balance of the full amount of this minimum wage or overtime compensation, including interest
17 thereon, reasonable attorney’s fees and costs of suit.”

18 70. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
19 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
20 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
21 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
22 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
23 the absence of a contractually agreed upon one.

24 71. In committing these violations of the California Labor Code, Defendants
25 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
26 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the
27 actual time worked by Plaintiff and other members of the Class, including by requiring off the
28 clock work as addressed in detail above. Defendants acted in an illegal attempt to avoid the

1 payment of all earned wages, and other benefits in violation of the California Labor Code, the
2 Industrial Welfare Commission requirements and other applicable laws and regulations. As a
3 result of these violations, Defendants also failed to timely pay all wages earned in accordance
4 with California Labor Code § 1194.

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

9 73. In addition to restitution for all unpaid wages, pursuant to California Labor Code
10 § 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
11 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
12 pay each employee minimum wages.

13 74. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
14 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid
15 and interest thereon.

16 75. Additionally, under California Labor Code § 2810.3, various California Venues
17 share with CSA, and any other staffing agency it uses, in civil legal responsibility for all
18 workers supplied to these various California Venues for their collective failure to pay all
19 earned wages. California Labor Code § 2810.3 requires that “A client employer shall share
20 with a labor contractor all civil legal responsibility and civil liability for all workers supplied
21 by that labor contractor for...the payment of wages.” A “labor contractor” (here, e.g., CSA) is
22 defined as “an individual or entity that supplies, either with or without a contract, a client
23 employer with workers to perform labor within the client employer's usual course of business.”
24 “Client employer” (here various California venues) is defined as “a business entity, regardless
25 of its form, that obtains or is provided workers to perform labor within its usual course of
26 business from a labor contractor.” Upon information and belief, these various California
27 venues are and have been a client employer within the definition of Labor Code § 2810.3 and
28 share with CSA, the labor contractors, all civil legal responsibility and civil liability for the

1 payment of all wages earned by Plaintiffs and the Class Members. These California venues are
2 a joint employer of Plaintiff and some of the Class Members with CSA, including for the
3 reasons set forth above.

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

7 77. Plaintiff and the Class members are entitled to recover the unpaid minimum
8 wages (including double minimum wages) and local wage ordinance wages and liquidated
9 damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and
10 reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).
11 Plaintiff and the other members of the Class further request recovery of all unpaid wages,
12 according to proof, interest, statutory costs, as well as the assessment of any statutory penalties
13 against Defendants, in a sum as provided by the California Labor Code and/or other applicable
14 statutes. To the extent minimum wage compensation is determined to be owed to the Class
15 members who have terminated their employment, Defendants' conduct also violates Labor Code
16 §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
17 under California Labor Code § 203, which penalties are sought herein on behalf of these Class
18 members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and
19 resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate
20 wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good
21 faith. Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

22 **SECOND CAUSE OF ACTION**

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

24 **(Against All Defendants)**

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

27 79. California Labor Code § 1194 provides that "any employee receiving less than the
28 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to

1 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
2 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The
3 action may be maintained directly against the employer in an employee's name without first
4 filing a claim with the Division of Labor Standards and Enforcement.

5 80. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
6 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
7 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
8 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
9 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
10 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
11 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
12 work in a workweek.

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

19 82. Defendants thus had a consistent policy of not paying Employees wages for all
20 hours worked, including hours at their required regular, overtime, and double-time rates.
21 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
22 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the
23 Class members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff
24 and the Class members all earned and owed straight time and overtime wages and other benefits,
25 in violation of the California Labor Code, the California Code of Regulations and the IWC Wage
26 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
27 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
28 employees to work through meal periods or remain under Defendants' control when they were

1 required to be clocked out or to otherwise work off the clock to complete their daily job duties
2 and respond to demands from customers and managers.

3 83. Therefore, Employees were not properly compensated, nor were they paid
4 overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a
5 given week. Based on information and belief, Defendants did not make available to Employees a
6 reasonable protocol for correcting time records when Employees worked overtime hours or to fix
7 incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's
8 detriment. Defendants have also violated these provisions by requiring Plaintiff and other
9 similarly situated Class members to work through meal periods when they were required to be
10 clocked out or to otherwise work off the clock to complete their daily job duties.

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

17 85. Additionally, Labor Code § 558(a) provides "any employer or other person
18 acting on behalf of an employer who violates, or causes to be violated, a section of this chapter
19 or any provisions regulating hours and days of work in any order of the IWC shall be subject to
20 a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee
21 for each pay period for which the employee was underpaid in addition to an amount sufficient
22 to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
23 each underpaid employee for each pay period for which the employee was underpaid in
24 addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
25 this section shall be paid to the affected employee." Labor Code § 558(c) states, "the civil
26 penalties provided for in this section are in addition to any other civil or criminal penalty
27 provided by law." Defendants have violated provisions of the Labor Code regulating hours and
28 days of work as well as the IWC Wage Orders. Accordingly, Plaintiff and the Class members

1 seek the remedies set forth in Labor Code § 558.

2 86. Defendants' failure to pay compensation in a timely fashion also constituted a
3 violation of California Labor Code § 204, which requires that all wages shall be paid
4 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
5 violation of that provision of the California Labor Code, Defendants have failed to pay all
6 wages and overtime compensation earned by Employees. Each such failure to make a timely
7 payment of compensation to Employees constitutes a separate violation of California Labor
8 Code § 204. Defendants have also failed to pay wages weekly under Labor Code § 201.3.

9 87. Employees have been damaged by these violations of California Labor Code §§
10 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally,
11 under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not
12 less than \$100 for causing Employees "to work for longer hours than those fixed, or under
13 conditions of labor prohibited by an order of the commission" or if the employer pays "a wage
14 less than the minimum fixed by an order of the commission" or "violates...any provision of this
15 chapter or any order or ruling of the commission."

16 88. Additionally, under California Labor Code § 2810.3, various California Venues
17 share with CSA, and any other staffing agency it uses, in civil legal responsibility for all
18 workers supplied to these various California venues for their collective failure to pay all earned
19 wages. California Labor Code § 2810.3 requires that "A client employer shall share with a
20 labor contractor all civil legal responsibility and civil liability for all workers supplied by that
21 labor contractor for...the payment of wages." A "labor contractor" (here, e.g., CSA) is defined
22 as "an individual or entity that supplies, either with or without a contract, a client employer
23 with workers to perform labor within the client employer's usual course of business." "Client
24 employer" (here these California venues) is defined as "a business entity, regardless of its
25 form, that obtains or is provided workers to perform labor within its usual course of business
26 from a labor contractor." Upon information and belief, these various California venues are and
27 have been a client employer within the definition of Labor Code § 2810.3 and shares with
28 CSA, the labor contractors, all civil legal responsibility and civil liability for the payment of all

1 wages earned by Plaintiffs and the Class Members. These various California venues are a joint
2 employer of Plaintiff and some of the Class Members with CSA, including for the reasons set
3 forth above.

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

11 **THIRD CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

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

22 92. Defendants failed to provide Employees with meal periods as required under the
23 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often
24 required to work or to otherwise remain under Defendants' control during meal periods, or
25 Defendants provided them after Employees worked beyond the fifth hour of their shifts or
26 Employees otherwise had them shortened and interrupted by work demands and requirements to
27 perform off the clock work and remain under Defendants' control. Furthermore, upon
28 information and belief, on the occasions when Employees worked more than ten hours in a given

1 shift, they did so without receiving a second uninterrupted thirty-minute meal period as required
2 by law.

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

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

18 95. Upon information and belief, various California venues are and have been a client
19 employer within the definition of Labor Code § 2810.3. Therefore, CSA, the labor contractors,
20 must share all civil legal responsibility and civil liability for the payment of all wages earned by
21 Plaintiff and the Class Members, including the premium penalty wages owed for Defendants'
22 failure to provide meal periods.

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

1 **FOURTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 98. 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 99. 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
15 effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks.
16 Employees were often required to work or to otherwise remain under Defendants' control during
17 rest periods, including by responding to work requirements, and had breaks provided untimely as
18 a result of the above described off the clock work.

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

24 101. 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.

27 102. 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

1 Employees with an additional hour of pay at each Employee's hourly rate for each day that
2 Defendants failed to provide them with adequate rest breaks, as required under Labor Code §
3 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants
4 paid any rest break premiums, they upon information and belief, underpaid them by
5 miscalculating the regular rate of compensation by not including all forms of remuneration in it.
6 Defendants thus failed to compensate the Employees in the Class for each rest period not
7 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
8 20 of the applicable IWC Wage Order.

9 103. Upon information and belief, various California venues are and have been a client
10 employer within the definition of Labor Code § 2810.3. Therefore, CSA, the labor contractors,
11 must share all civil legal responsibility and civil liability for the payment of all wages earned by
12 Plaintiff and the Class Members, including the premium penalty wages owed for Defendants'
13 failure to provide rest breaks.

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

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PAY PROPER SICK PAY IN VIOLATION OF LABOR CODE § 246**

21 **(Against All Defendants)**

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

24 106. Labor Code Section 246 affords an employee "who works in California for 30 or
25 more days within a year from the commencement of employment [] paid sick days . . . of not less
26 than one hour per every 30 hours worked" and "no less than 24 hours of accrued sick leave or
27 paid time off by the 120th calendar day of employment or each calendar year, or in each 12-
28 month period."

107. Additionally, Subsection (l) of Labor Code § 246 provides: “For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.”

108. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Sick Pay Class Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and Sick Pay Class Members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work. Additionally, the sick pay paid to Plaintiff and Sick Pay Class Members did not account for differential pay as well as performance-based non-discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and paid.

109. Therefore, Sick Pay Class Members are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

SIXTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

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

111. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in accordance with said contract of employment or policy respecting eligibility or time served.

112. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of

1 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

2 113. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant
3 to Labor Code § 227.3.

4 **SEVENTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE SUITABLE SEATING**

6 **LAB. CODE § 1198; 8 C.C.R. § 11070(7)**

7 **(Against All Defendants)**

8 114. Plaintiffs incorporate by reference every allegation in this complaint as if fully set
9 forth herein.

10 115. Labor Code Section 1198 provides that it is illegal to employ an employee for
11 “longer hours than those fixed by the [applicable wage order] or under conditions of labor
12 prohibited by the [applicable wage] order.”

13 116. The applicable Wage Order provides that “[a]ll working employees *shall* be
14 provided with suitable seats when the nature of the work reasonably permits the use of seats.” *Id.*
15 § 11070(14)(A) (emphasis added). Further, “[w]hen the employees are not engaged in the active
16 duties of their employment and the nature of the work requires standing, an adequate number of
17 suitable seats *shall* be placed in reasonable proximity to the work area and employees shall be
18 permitted to use such seats when it does not interfere with the performance of their duties.” *Id.*
19 § 11070(14)(B) (emphasis added).

20 117. Defendants’ policy of providing no chairs and prohibiting employees from
21 sitting in chairs while working at tasks such as preparing food, preparing drinks, cleaning and
22 setting tables, and event set up, that do not require standing, plus its policy of failing to provide
23 sufficient suitable seating in reasonable proximity to the work area, violated Labor Code §1198.

24 **EIGHTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 226(a)**

26 **(Against All Defendants)**

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

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

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

16 121. Throughout the liability period, Defendants intentionally failed to furnish to
17 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
18 showing: (1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5)
19 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
20 name of the employee and only the last four digits of his or her social security number or an
21 employee identification number other than a social security number, (8) the name and address of
22 the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay
23 period and the corresponding number of hours worked at each hourly rate by the employee
24 pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst
25 other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff
26 and the Class members with such timely and accurate wage and hour statements.

27 122. Plaintiff and the Class members suffered injury as a result of Defendants'
28 knowing and intentional failure to provide them with the wage and hour statements as required

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

15 123. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders,
16 employers are required “to pay each employee, on the established payday for the period
17 involved, not less than the applicable minimum wage for all hours worked in the payroll period,
18 ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those
19 fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and
20 the Class members may therefore pursue damages and penalties for violations of Labor Code §
21 204 and paragraph 4(B) and paragraph 20 of the applicable IWC Wage Orders.

22 124. Moreover, under Labor Code § 226(a)(9), for temporary staffing employees, like
23 Plaintiff and Class members, wage statements issued weekly must accurately list “all applicable
24 hourly rates in effect during the pay period and the corresponding number of hours worked at
25 each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
26 services employer as defined in Section 201.3, the rate of pay and the total hours worked for
27 each temporary services assignment.” As discussed herein, Defendants have failed to list all
28 hourly rates and the corresponding number of hours at those rates, and then also failed to

1 separately list the total hours worked and corresponding rates for each temporary services
2 assignment, or else failed to accurately do so. Additionally, pursuant to Labor Code § 226(a)(9),
3 Defendants are required to list the placement locations where Plaintiff and the Class members
4 were assigned to work during the pay period, and Defendants failed to do so.

5 125. Therefore, as a direct and proximate cause of Defendants' violation of Labor
6 Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the
7 Employees in the Class suffered injuries, including among other things confusion over whether
8 they received all wages owed them, the difficulty and expense involved in reconstructing pay
9 records, and forcing them to make mathematical computations to analyze whether the wages paid
10 in fact compensated them correctly for all hours worked.

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

17 **NINTH CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE § 221**
19 **(Against All Defendants)**

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

22 128. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
23 receive from an employee any part of wages theretofore paid by said employer to said
24 employee." Pursuant to California Labor Code § 204, other applicable laws and regulations, and
25 public policy, an employer must timely pay its employees for all hours worked. Defendants
26 failed to do so.

27 129. Defendants unlawfully received and/or collected wages from the Employees in
28 the Class by requiring off the clock work, by miscalculating overtime, and by not paying one

1 hour of pay at the regular rate of compensation for every meal and rest period violation endured
2 by Plaintiff and the other Class members, as alleged above. By not compensating Employees for
3 all hours worked and meal and rest period premiums, Defendants unlawfully deducted wages
4 earned in violation of Labor Code § 221.

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

7 **TENTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 201.3**
9 **(Against All Defendants)**

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

12 132. Labor Code § 201.3 provides the following as to temporary services employees,
13 such as those employed by Defendant CSA and placed at various California venues: "... if an
14 employee of a temporary services employer is assigned to work for a client, that employee s
15 wages are due and payable no less frequently than weekly, regardless of when the assignment
16 ends, and wages for work performed during any calendar week shall be due and payable not later
17 than the regular payday of the following calendar week." Defendants failed to pay Plaintiff and
18 Class Members employed by CSA and placed at various California venues all wages owed to
19 them on a weekly basis during the relevant time period.

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

1 Defendants maintained a consistently applied policy and practice of not paying all wages earned
2 between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all
3 wages earned between the 16th and the last day of the month between the 1st and 10th day of the
4 following month. Defendants similarly failed to pay all wages earned by not more than seven
5 calendar days following the close of the payroll period.

6 134. Such a pattern, practice and uniform administration of corporate policy regarding
7 untimely payment of wages as described herein is unlawful and creates an entitlement to
8 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages
9 owed, including interest thereon, penalties, attorney's fees, and costs of suit according to the
10 mandate of California Labor Code § 201.3 and 203.

11 135. All wages due and owing to Plaintiff and the Class members, including as
12 required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally,
13 wages required by Labor Code § 1194 and other sections became due and payable to each
14 employee in each pay period that he or she was not provided with a meal period or rest period or
15 paid straight or overtime wages to which she or she was entitled.

16 136. Defendants violated Labor Code § 204 by systematically refusing to timely pay
17 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
18 applicable IWC Wage Orders, employers are required "to pay each employee, on the established
19 payday for the period involved, not less than the applicable minimum wage for all hours worked
20 in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for
21 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
22 unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for
23 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders,
24 including penalties under paragraph 20 of the applicable IWC Wage Orders.

25 137. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
26 she seeks to represent have been deprived of wages in amounts to be determined at trial, and they
27 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
28 costs, pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of

1 the applicable IWC Wage Orders.

2 **ELEVENTH CAUSE OF ACTION**
3 **VIOLATION OF LABOR CODE § 203**
4 **(Against All Defendants)**

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

7 139. Plaintiff and numerous Class members are no longer employed by Defendants;
8 they either quit Defendants' employ or were fired therefrom.

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

11 141. The wages withheld from these Employees by Defendants remained due and
12 owing for more than thirty days from the date of separation from employment. Additionally,
13 Defendants failed to pay Plaintiff her final check at the time of her termination.

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

21 143. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders,
22 employers are required "to pay each employee, on the established payday for the period
23 involved, not less than the applicable minimum wage for all hours worked in the payroll period,
24 ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those
25 fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and
26 the Class members may therefore pursue damages and penalties for violations of Labor Code §
27 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under
28 paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-

1 (c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing
2 Employees “to work for longer hours than those fixed, or under conditions of labor prohibited by
3 an order of the commission” or if the employer pays “a wage less than the minimum fixed by an
4 order of the commission” or “violates...any provision of this chapter or any order or ruling of the
5 commission.”

6 144. Upon information and belief, various California Venues are and have been a
7 client employer within the definition of Labor Code § 2810.3. Therefore, CSA, the labor
8 contractors, must share all civil legal responsibility and civil liability for the payment of all
9 wages earned by Plaintiff and the Class Members, including the failure to pay all wages due and
10 owing upon termination or separation from Defendants’ employment.

11 145. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
12 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
13 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
14 shall continue until paid for up to thirty (30) days from the date they were due.

15 **TWELFTH CAUSE OF ACTION**

16 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

17 **(Against All Defendants)**

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

20 147. California Labor Code § 1174 requires that all employers shall keep accurate time
21 and wage records for all employees. California Labor Code § 1174.5 further requires that any
22 employee suffering injury due to a willful violation of the aforementioned obligations may seek
23 damages, including civil penalties, from the employer.

24 148. During the course of Plaintiff’s and Employees’ employment, Defendants
25 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members
26 as required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
27 premium pay as discussed above and failing to document and pay for actual hours worked.
28

1 149. Defendants are also required by the California Labor Code § 1198 and the
2 applicable Wage Order to maintain a tracking system that accurately records the times during
3 which Employees work.

4 150. Defendants have maintained a common unlawful policy and practice of failing to
5 accurately record all hours worked and all meal period start and end times.

6 151. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
7 knew wages to be due but failed to pay them.

8 152. Accordingly, Defendants are liable for civil penalties pursuant to the California
9 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

10 **THIRTEENTH CAUSE OF ACTION**
11 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES, LABOR CODE § 2802**
12 **(Against All Defendants)**

13 153. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 154. Labor Code section 2802(a) states: "An employer shall indemnify his or her
16 employee for all necessary expenditures or losses incurred by the employee in direct
17 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
18 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
19 believed them to be unlawful." Additionally, Defendants have regularly required Plaintiff and the
20 Class members to incur necessary business expenses in the course of performing their required
21 job duties without reimbursement. These included the required purchase of tools such as knives,
22 food thermometers, chef coats, pants, and head coverings. Moreover, Plaintiff and class members
23 were required to use their personal mobile phones both on and off the clock to clock in and out to
24 work and to communicate with management. Plaintiff and Class members must be reimbursed
25 for these necessary business expenses under Labor Code § 2802, and Defendants systematically
26 failed to do so.

27 155. Accordingly, Plaintiff and Class members are entitled to restitution for all unpaid
28 amounts due and owing to within four (4) years of the date of the filing of the Complaint and until

1 the date of entry of judgment.

2 156. Plaintiff and the Class members also seek interest thereon and costs pursuant to
3 Labor Code § 218.6, and reasonable attorneys' fees and costs pursuant to Code of Civil Procedure
4 § 1021.5.

5 **FOURTEENTH CAUSE OF ACTION**

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

7 **(Against All Defendants)**

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

10 158. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
11 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
12 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
13 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
14 the public interest within the meaning of Code of Civil Procedure § 1021.5.

15 159. Plaintiff is a "person" within the meaning of Business & Professions Code
16 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
17 injunctive relief, restitution, and other appropriate equitable relief.

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

27 161. Wage-and-hour laws express fundamental public policies. Paying employees their
28 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental

1 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
2 vigorously to enforce minimum labor standards, to ensure that employees are not required or
3 permitted to work under substandard and unlawful conditions, and to protect law-abiding
4 employers and their employees from competitors who lower costs to themselves by failing to
5 comply with minimum labor standards.

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

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

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

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

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

27 167. Unless restrained by this Court Defendants will continue to engage in such
28 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court

1 should make such orders or judgments, including the appointment of a receiver, as may be
2 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
3 deceptive practice prohibited by the Business & Professions Code, including but not limited to
4 the disgorgement of such profits as may be necessary to restore Employees to the money
5 Defendants have unlawfully failed to pay.

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

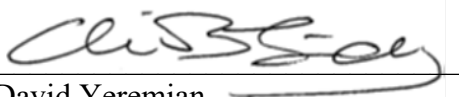
- 8 1. For an order certifying this action as a class action;
- 9 2. For compensatory damages in the amount of the unpaid minimum wages for work
10 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
11 the filing of this action, as may be proven;
- 12 3. For liquidated damages in the amount equal to the unpaid minimum wage and
13 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 14 4. For compensatory damages in the amount of all unpaid wages, including overtime
15 and double-time pay, as may be proven;
- 16 5. For compensatory damages in the amount of the hourly wage made by Employees
17 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
18 years prior to the filing of this action, as may be proven;
- 19 6. For compensatory damages in the amount of the hourly wage made by Employees
20 for each day requisite rest breaks were not provided or were deficiently provided where no
21 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as
22 may be proven;
- 23 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 24 8. For restitution and/or damages and penalties for Defendants' failure to pay all
25 wages due twice monthly under Labor Code § 204 and for failure to pay wages weekly under
26 Labor Code § 201.3, as may be proven;
- 27 9. For restitution and/or damages for all amounts unlawfully withheld from the
28 wages for all class members in violation of Labor Code § 221, as may be proven;

- 1 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
2 fired in an amount equal to their daily wage times thirty days, as may be proven;
- 3 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 4 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
- 5 13. For damages and restitution for failure to reimburse all reasonable and necessary
6 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
- 7 14. For restitution for unfair competition pursuant to Business & Professions Code
8 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 9 15. For an order enjoining Defendants and their agents, servants, and employees, and
10 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
11 duties adumbrated in this Complaint;
- 12 16. For other wages and penalties under the Labor Code as may be proven;
- 13 17. For all general, special, and incidental damages as may be proven;
- 14 18. For an award of pre-judgment and post-judgment interest;
- 15 19. For an award providing for the payment of the costs of this suit;
- 16 20. For an award of attorneys' fees; and
- 17 21. For such other and further relief as this Court may deem proper and just.

18
19 DATED: October 30, 2024

D.LAW, INC.

20
21 By



David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Raeniece Shavonne
Lightner and the putative class

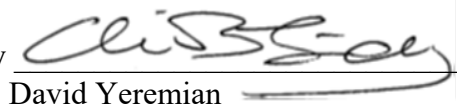
DEMAND FOR JURY TRIAL

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

DATED: October 30, 2024

D.LAW, INC.

By



David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Raeniece Shavonne
Lightner and the putative class