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Attorneys for Plaintiff,
MATTHEW MAURICE LOVE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MATTHEW MAURICE LOVE, an
individual, on his own behalf and on
behalf of all others similarly situated,

Plaintiffs,

vs.

GROUP M WORLDWIDE, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV29436

CLASS ACTION COMPLAINT FOR:

- 1. WILLFUL MISCLASSIFICATION AS EXEMPT (Wage Order No. 4);**
- 2. FAILURE TO PAY OVERTIME (Cal. Labor Code §§ 510, 558, 1194, 1194.3, 1198; Wage Order No. 4);**
- 3. FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§ 1194, 1197, 1197.1, 1198, 119; IWC Wage Order No. 4);**
- 4. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4);**
- 5. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 4);**
- 6. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; Wage Order No. 4);**
- 7. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. Labor Code §§201-203; Wage Order No. 4);**
- 8. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**
- 9. FAILURE TO PAY SICK LEAVE WAGES WHEN DUE (Cal. Labor Code §§ 201-204, 218, 218.5, 233, 245, 246 et. seq.);**
- 10. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and**

1 **11. UNFAIR COMPETITION (Cal. Bus. & Prof.**
2 **Code §§17200 et seq.).**

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7 **DEMAND FOR A JURY TRIAL**
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10 All allegations in this Complaint are based upon information and belief except for those
11 allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has ev-
12 identitary support or is likely to have evidentiary support after a reasonable opportunity for fur-
13 ther investigation and discovery.

14 MATTHEW MAURICE LOVE (“Plaintiff”) alleges the following:
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16 1. This is a class action brought under California law by an individual who was
17 employed by Group M Worldwide, LLC (“GMW” or “Defendant”) (along with DOES 1
18 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of himself and
19 others similarly situated to recover wages from Defendant due to Defendant’s systematic
20 willful misclassification and failure to: pay overtime wages, minimum wages, provide meal and
21 rest breaks (or pay the statutory compensation due), issue accurate wage statements, pay all
22 wages upon termination, reimburse business expenses, provide sick leave and personnel
23 records.

24 2. Plaintiffs have worked as Senior Associates in the Programmatic Business Unit
25 and other employees for Defendant in California. While working, Plaintiffs have been forced to
26 endure stressful and illegal workplace conditions created by Defendant’s efforts to maximize
27 profits and tightly control labor costs.

28 3. Plaintiff, like his co-workers whom Defendant also employed during the
applicable limitations period, spend their workdays as employment as Senior Associates in the

1 Programmatic Business Unit and other employees, under illegal and highly regimented
2 circumstances. That regimen results from Defendant's insistence to strictly monitor and curtail
3 labor costs, which Defendant accomplishes by not paying for all labor costs, willfully
4 misclassifying employees as exempt, failing to pay overtime wages due to off the clock work,
5 failing to provide minimum wages, failing to provide meal and rest breaks (or pay the statutory
6 compensation due), failing to issue accurate wage statements, failing to pay all wages on
7 termination, failing to reimburse business expenses, failing to provide sick leave, and by using
8 other unlawful stratagems to ensure that labor costs remain artificially low.

9 4. Plaintiff brings this class action to recover, among other things, wages and
10 penalties from unpaid wages earned and due, including but not limited to, overtime wages,
11 minimum wages, premium pay for failure to afford proper meal/rest breaks, wages due to
12 discharged or quitting employees, penalties for failure to provide accurate itemized wage
13 statements, reimbursement of business expenses, wages for failure to provide sick leave and
14 interest, attorneys' fees, costs, and expenses.

15 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
16 himself and all members of the class, to compensate these workers for the unpaid wages and to
17 protect current and future workers of Defendant from being subjected to similar wage theft and
18 otherwise unlawful working conditions.

19 6. Plaintiff also brings an action seeking relief for Defendant's violations of
20 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
21 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
22 business practices, as well as injunctive relief.

23 7. Pursuant to the California Labor Code, on or about November 8, 2024, Plaintiff
24 filed a notice with Labor and Workforce Development Agency (LWDA) of his intent to
25 pursue claims against Defendant under the Private Attorney General Act (PAGA). As such,
26 Plaintiff reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint
27 to add a cause of action pursuant to PAGA under Labor Code §§2699 *et seq.*
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JURISDICTION AND VENUE

8. This Court has jurisdiction over this Complaint under Code of Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions Code* §§ 17200 *et seq.* Plaintiff Matthew Maurice Love brings this Complaint on his own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of Los Angeles and because Defendant owned and operated their business in the County of Los Angeles.

THE PARTIES

PLAINTIFF

10. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of Los Angeles, California;
- (b) Employed as a salaried employee for Defendant in Los Angeles, California;
- (c) Was willfully misclassified as exempt in violation of the applicable Wage Order;
- (d) Did not receive overtime wages due to off the clock work in violation of *Labor Code* §§510, 1198 and IWC Wage Order No. 4;
- (e) Did not receive minimum wages as required by *Labor Code* §§1194, 1197, 1197.1, 1198, 119 and the IWC Wage Order No. 4;
- (f) Did not receive the meal periods required by *Labor Code* §266.7 and IWC Wage Order No. 4;
- (g) Did not receive the rest periods required by *Labor Code* §266.7 and IWC Wage Order No. 4;
- (h) Did not receive accurate wage statements as mandated by *Labor Code* §226;

- 1 (i) When terminated from his employment, did not receive his final
2 paycheck within the time limits prescribed by *Labor Code* §201;
3 (j) Was not reimbursed for business expenses as required by *Labor Code*
4 §2802;
5 (k) Was not paid sick pay as mandated by *Labor Code* §§ 201-204, 218,
6 218.5, 233, 245, 246 *et. seq*; and
7 (l) Was not timely provided his personnel records. Each of these was a
8 violation of the *Labor Code*.

9 **DEFENDANT**

10 11. Plaintiff is informed and believes, and based on that information and belief,
11 alleges, Defendant GMW is, and at all times mentioned herein was:

- 12 (a) A Delaware limited liability company, with a principal place of business
13 at 3 WTC – 175 Greenwich Street, Floor 15, New York, N.Y. 10007.
14 Defendant has been authorized to do business and has been doing
15 business in the County of Los Angeles;
16 (b) The former employer of Plaintiff and the current and former employer of
17 the putative Class members;
18 (c) Paid Plaintiff and all Class Members on an hourly and/or salaried basis;
19 (d) Willfully misclassified Plaintiff and all putative Class members as
20 exempt;
21 (e) Failed to pay Plaintiff and all putative Class members overtime wages;
22 (f) Failed to pay Plaintiff and all putative Class members minimum wages;
23 (g) Failed to provide Plaintiff and all putative Class members with meal and
24 rest periods, failed to provide Plaintiff and all putative Class Members
25 with accurate itemized wage statements;
26 (h) Failed to issue final paychecks timely to Plaintiff and all putative Class
27 Members;
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- 1 (i) Failed to reimburse business expenses to Plaintiff and all putative Class
2 Members;
3 (j) Failed to provide sick leave wages; and
4 (k) Failed to provide Plaintiff with his personnel records. Each of these was
5 a violation of the *Labor Code*.

6 12. The true names and capacities, whether individual, corporate, subsidiary,
7 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
8 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
9 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true
10 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

11 13. Plaintiff is informed and believes, and based on that information and belief
12 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
13 reside in or are authorized to do, or are otherwise doing, business in the State of California.
14 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
15 conduct business in the County of Los Angeles. Each of the Defendants DOES 1 through 100
16 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
17 alter ego and/or representative of one or more of the other Defendants named herein, and acting
18 with permission, authorization, and/or ratification and consent of the other Defendants.

19 14. Plaintiff is informed and believes, and based on that information and belief
20 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
21 inclusive, are responsible in some manner for one or more of the events and happenings that
22 proximately caused the injuries and damages hereinafter alleged.

23 15. Plaintiff is informed and believes, and based on that information and belief
24 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
25 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
26 the other Defendants and that each Defendant was acting within the course and scope of his,
27 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
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1 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
2 Class, for the damages sustained as a proximate result of their conduct.

3 16. Plaintiff is informed and believes, and based on that information and belief
4 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
5 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
6 themselves and entered into a combination and systemized campaign of activity to *inter alia*
7 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
8 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
9 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
10 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
11 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
12 the actions of one Defendant were accomplished in concert with, and with the knowledge,
13 ratification, authorization and approval of each of the other Defendants.

14 15 **CLASS ALLEGATIONS**

16 **A. The Definition of the Class**

17 17. The Class ("the Class") is defined as follows:

18 (a) "All current and former employees who were hourly and/or salaried paid
19 employees of Defendant and worked for Defendant in California at any time
20 during the period commencing on the date that is four (4) years prior to the
21 filing of this Complaint and continuing through the present date (the "Class
22 Period")."

23 (b) "All persons who were hourly and/or salaried paid employees of Defendant
24 and worked for Defendant in California and left the employ of Defendant at any
25 time during the period commencing on the date that is within one (1) year prior
26 to the filing of this Complaint and continuing through the present date (the
27 "Class Period")."

1 18. Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to
2 amend or modify the Class description with greater specificity or further division into
3 subclasses or limitation to particular issues.

4 **B. Maintenance of the Action**

5 19. Plaintiff brings this action individually and on behalf of himself and as
6 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
7 and 17204 and *Code of Civil Procedure* § 382.

8 **C. The Class Requisites**

9 20. At all material times, Plaintiff was a member of the Class.

10 21. The Class action meets the statutory prerequisites for maintaining a class action
11 under Code of Civil Procedure § 382 in that:

- 12 (a) The persons who comprise the Class are so numerous that the joinder of all
13 those persons is impracticable and the disposition of their claims as a Class
14 will benefit the parties and the Court;
- 15 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
16 that are raised in this Complaint are common to the Class and will apply
17 uniformly to every Class member;
- 18 (c) The claims of the representative Plaintiff are typical of the claims of each
19 Class member. Plaintiff, like all Class members, has sustained damages
20 arising from Defendant's violations of the laws of the State of California.
21 Plaintiff, and the Class members, were and are similarly or identically
22 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
23 pattern of misconduct engaged in by the Defendant;
- 24 (d) The representative Plaintiff has, and will continue to, fairly and adequately
25 represent and protect the interests of the Class and has retained counsel
26 who are competent and experienced in class action litigation. There are no
27 material conflicts between the claims of the representative Plaintiff and the
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1 Class members that would make class certification inappropriate. Counsel
2 for the Class will vigorously assert the claims of all Class members.

3 22. The persons who comprise the Class are so numerous that joining all of them is
4 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
5 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
6 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
7 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
8 Plaintiff are experienced, qualified and generally able to conduct complex class action
9 litigation.

10 23. The Court should permit the action to be maintained as a class action under
11 *Code of Civil Procedure* § 382 because:

- 12 (a) The questions of law and fact common to the Class predominate over any
13 question affecting only individual members;
- 14 (b) A class action is superior to any other available method for fairly and
15 efficiently adjudicating the claims of the Class;
- 16 (c) The Class members are so numerous that it is impractical to bring all of
17 them before the Court;
- 18 (d) Plaintiff and other Class members will not be able to obtain effective and
19 economic legal redress unless the action is maintained as a class action;
- 20 (e) There is a community of interest in obtaining appropriate legal and
21 equitable relief for the statutory violations, and in obtaining adequate
22 compensation for the damages and injuries for which Defendant is
23 responsible in an amount sufficient to adequately compensate the Class
24 members;
- 25 (f) Without Class certification, the prosecution of separate actions by
26 individual Class members would create a risk of:

1 i. Inconsistent or varying adjudications for individual Class members
2 that would establish incompatible standards of conduct for
3 Defendant; and/or,

4 ii. Adjudication for individual Class members that would, as a
5 practical matter, dispose of other non-party members' interests, or
6 that would substantially impair or impede the non-parties' ability
7 to protect their interests, by, for example, potentially exhausting
8 the funds available from Defendant, and

9 (g) Defendant has acted or refused to act on grounds generally applicable to
10 the Classes, making final injunctive relief appropriate for the Class, as a
11 whole.

12 24. Plaintiff contemplates eventually issuing notice to the proposed Class Members
13 that would set forth the subject and nature of the action. The Defendant's own business records
14 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
15 any further notices may be required, Plaintiff would contemplate using additional media and/or
16 mailing.

17 GENERAL ALLEGATIONS

18 25. At all times material hereto, Defendant has been and is, a media investment
19 company.

20 26. Plaintiff and members of the Class were employed as Senior Associates in the
21 Programmatic Business Unit and other employees in California at various times during the
22 Class Period.

23 27. The employment by Defendant of the Class Members, and each them, is
24 governed by Industrial Welfare Commission Wage Order 4, which covers those persons
25 employed in the profession, technical, clerical, mechanical and similar occupations.

26 THE CONDUCT

27 28. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
28 Plaintiff and members of the Class wages and compensation owed under California law.

1 29. Starting on or about April 4, 2023 and continuing to June 3, 2024, Defendant
2 employed Plaintiff on a salaried basis as a Senior Associate in the Programmatic Business Unit
3 at its location in Los Angeles, California.

4 30. While employed by Defendant as a Senior Associates in the Programmatic
5 Business Unit, Plaintiff was paid a salary of \$77,500 per year.

6 **WILLFUL MISCLASSIFICATION AS EXEMPT**

7 31. While working as Senior Associates in the Programmatic Business Unit and
8 other employees, Plaintiff and Class members were willfully misclassified as exempt in
9 violation of IWC Wage Order No. 4. Plaintiff and Class members did not supervise any
10 employees and did not have authority to hire and fire employees. Additionally, they did not
11 exercise independent judgment or discretion in the performance of their positions.

12 **OFF-THE-CLOCK WORK**

13 32. Employers must compensate non-exempt employees for “off-the-clock” work
14 (before punching in or after punching out on a time clock) if the employers knew or should
15 have known that the employees were working those hours. *Morillion v. Royal Packing Co.*
16 (2000) 22 Cal. 4th 575, 585.

17 33. Defendant required Plaintiff and the Class to regularly perform compensable
18 tasks during meal breaks and pre- and post-shift off-the-clock for which they did not receive
19 any compensation. Specifically, Plaintiff and Class members’ meal breaks were at times
20 interrupted and they were required to work during their meal breaks while off the clock.
21 Further, prior to clocking in for the start of their shifts, Plaintiff and Class members checked
22 their messages and emails and responded thereto for 1 hour prior to clocking in. Also, Plaintiff
23 and Class members were required to be at their computer with their hands thereon at the start
24 time of their shifts. Thus, they were required to boot up the computer, log in, open Microsoft
25 Teams and other programs for 5 minutes prior to the start of their shift times. Additionally,
26 Plaintiff and Class members pulled a ticket to enter the parking structure 10 minutes before the
27 start time of their shifts. Thereafter, Plaintiff and Class members were required to swipe a
28 keycard to enter the office. Plaintiff and Class members also engaged in post-shift activities

1 after clocking out for between 1-6 hours after the end times of their shifts. For example,
2 Plaintiff waited for a partner to respond to an email up to 2 hours after the end time of his shift
3 once per month. Additionally, during campaign launches, which occurred 4 times per year, for
4 5 days, Plaintiff and Class members worked off the clock for 5 hours after their shift end times.
5 Lastly, Plaintiff and Class members were required to use their cell phones both on and off the
6 clock. As a result, and because they improperly treated such off the clock work during meal
7 breaks and pre- and post-shift activities as non-compensable, Defendant failed to compensate
8 Plaintiff and the Class for such time.

9 **FAILURE TO PAY OVERTIME WAGES**

10 34. Under California law, non-exempt employees as defined by Wage Order 4, are
11 entitled to premium wages for overtime worked. Under California law, an hourly paid
12 employee is entitled to overtime pay when they exceed eight hours of work in a single day,
13 exceed 40 hours of work in a week or work seven days in a row.

14 35. As alleged above, Defendant required Plaintiff and the Class to regularly
15 perform compensable tasks during meal breaks and pre- and post-shift off the clock for which
16 they did not receive any compensation. Additionally, Plaintiff and Class members' meal/rest
17 breaks were routinely interrupted and/or not afforded.

18 36. At all times during the relevant time period, Plaintiff and the Class routinely
19 worked schedules such that they were due pay at overtime rates. Plaintiff and Class members
20 worked overtime on a weekly basis, but were not paid overtime. During this period, it was the
21 practice and policy of Defendant to not pay employees overtime wages. Monies for unpaid
22 overtime remain due and owing.

23 **EXCLUSION OF GIFT CARDS FROM REGULAR RATE OF PAY**

24 37. California law uses the terms "compensation" and "pay" interchangeably and
25 requires that all applicable remuneration, including but not limited to, commissions, and/or
26 non-discretionary bonuses, and/or gift cards and/or cash payments based on sales numbers,
27 etc., be included when calculating an employee's regular rate of pay.

38. Defendants failed to properly pay and calculate wages due to excluding gift cards from regular rate of pay calculations. Plaintiff and Class members received various gift cards 3 times per year. However, Plaintiff's paystubs do list any gift cards paid to Plaintiff. Such gift card payments are required under California law to be included in an employee's regular rate of pay for wage calculation. Defendant failed to do so, thereby failing to pay employees their full wages as required under the Labor Code.

39. Plaintiff and members of the Class received gift cards that must be included when calculating their regular rates of pay for purposes of wages. However, Defendant failed to correctly calculate Plaintiff and members of the Class's regular rate of pay to include all applicable remuneration, including, but not limited to, gift cards.

FAILURE TO PAY MINIMUM WAGES

40. Under California law, non-exempt employees as defined by Wage Order 4, are entitled to minimum wages.

41. Under California law, an hourly paid employee is entitled to be paid a minimum wage. Labor Code Section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code Section 1194 states “any employee receiving less than the legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” The applicable IWC Wage Order(s), including IWC Wage Order No. 4-2001, obligates employers to pay each employee minimum wages for all hours worked.

42. These minimum wage standards apply to each hour employees worked or were subject to control by the employer for which they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked by an employee or subject to the employer's control is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

1 43. At all times during the relevant time period, it was the practice and policy of
2 Defendant to pay employees less than minimum wage rates due to off the clock work, time
3 shaving and the lack of proper meal/rest breaks. Monies for these underpaid amounts remain
4 due and owing.

5 44. Defendant required Plaintiff and the Class to regularly perform compensable
6 tasks off-the-clock for which they did not receive any compensation.

7 45. At all times during the relevant time period, Plaintiff and the Class routinely
8 worked schedules such that they were due pay at minimum wage rates. During this period, it
9 was the practice and policy of Defendant to not pay employees' minimum wages. Monies for
10 unpaid minimum wages remain due and owing.

11 **INTERRUPTED/NOT AFFORDED MEAL BREAKS**

12 46. Plaintiff and the Class members were routinely not afforded Compliant meal
13 breaks. Meal breaks were routinely interrupted and/or not afforded. Further, on days when
14 Plaintiff and Class members worked 10–12-hour shifts, they were not afforded second meal
15 breaks.

16 **REST BREAKS NOT AFFORDED/INTERRUPTED**

17 47. Plaintiff and the Class members were routinely not afforded proper rest breaks.
18 At times, Plaintiff and Class members' rest breaks were interrupted and they only received one
19 rest break per day. On days when Plaintiff and Class members worked between 10-12 hours,
20 they were not afforded third rest breaks.

21 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

22 48. As a result of Defendant's failure to pay employees required overtime wages,
23 minimum wages, failure to afford meal/rest breaks and failure to pay sick pay, the wage
24 statements issued to the employees did not comply with *Labor Code* §226 and California
25 Industrial Welfare Commission ("IWC") Wage Order No. 4 in that they did not accurately
26 reflect all wages earned and due and owing.

27 **FAILURE TO PAY WAGES DUE UPON TERMINATION AND/OR RESIGNATION**

1 49. As a further result of Defendant's failure to pay employees at required overtime
2 wage rates due to off the clock work, minimum wages, for meal/rest breaks not properly
3 afforded, wages for sick pay, when the employees left their employ, they were not timely paid
4 all wages due them, as required by *Labor Code* §§ 201, 202 and Wage Order No. 4. Further, it
5 was the practice of Defendant to not pay employees the final paychecks within the time periods
6 mandated by *Labor Code* §§201, 202 and Wage Order No. 4.

7 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

8 50. Defendant failed to reimburse Plaintiff and Class members with their necessary
9 business expenses, such as cell phone use, personal computer use, home internet, and purchases
10 for work.

11 **FAILURE TO PROPERLY PROVIDE SICK PAY WAGES**

12 51. Defendant acted intentionally and with deliberate disregard to the rights of
13 Plaintiff and members of the Class by failing to provide sick pay.

14 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

15 52. Defendant failed to allow Plaintiff to timely inspect his personnel records and
16 payroll file.

17 **FIRST CAUSE OF ACTION**

18 **WILLFUL MISCLASSIFICATION AS EXEMPT**

19 **(IWC Wage Order No. 4 By Plaintiffs Against Defendant and Does 1 through 100)**

20 53. Plaintiff and the Class reallege and incorporate by reference all of the allegations
21 set forth in this Complaint.

22 54. Defendant misclassified Plaintiff and Class members as exempt employees
23 rather than non-exempt in violation of IWC Wage Order No. 4, for their own financial benefit.

24 55. IWC Wage Order No. 4 identifies three exemptions to the provisions of the
25 wage order: executive exemption, administrative exemption, and professional exemption. The
26 executive exemption at issue applies to an employee: 1) whose duties and responsibility
27 involve the management of the enterprise or a subdivision thereof, 2) who customarily and
28 regularly directs the work of two or more employees, 3) who has the authority to hire or fire

1 other employees or who can suggest and recommend as to the hiring, firing, or advancement
2 of another employee, 4) who exercises discretion and independent judgment, 5) must earn a
3 monthly salary equivalent to no less than two (2) times the state minimum wage for full time
4 employment, and 6) who is primarily engaged in duties which meet the test of the exemption.
5 *Ramirez v. Yosemite Water Co.*, 20 Cal. 4th 785 (1999) holds that an employee meets the
6 “primarily engaged in managerial duties” requirement only when the employee spends more
7 than half of their work time on exempt duties. *Id.* at 804 n.4.

8 56. On information and belief Defendant’s managing agents and/or officers setting
9 policy knowingly advised Defendant to wrongfully treat Plaintiff and Class members as exempt
10 employees.

11 57. Plaintiff and Class members did not meet the requirements of being “salary
12 exempt” as set forth by California Labor Code § 515(a). Plaintiff and Class members did not
13 have independent judgment or discretion in their job positions and did not supervise any
14 employees. Further, Plaintiff and Class members did not have authority to hire or fire
15 employees. All of Plaintiff’s decisions required approval by management and Plaintiff could
16 not afford clients any deals.

17 58. Defendant thus improperly classified Plaintiff and Class members as exempt
18 from the wage and hour requirements set forth in the Labor Code and IWC Wage Order No. 4.

19 59. Because of this misclassification, Plaintiff and Class members suffered damages
20 as a result of Defendant’s violation of IWC Wage Order No. 4, in an amount according to
21 proof.

22 60. Based on Defendant’s conduct as alleged herein, Defendant is liable for
23 damages and statutory penalties pursuant to Labor Code §226, Labor Code §218.5 and
24 penalties pursuant to Labor Code §§203 and 206.

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PAY OVERTIME WAGES**

27 **(Labor Code §§ 510, 558, 1194, 1194.3, 1198, IWC Wage Order No. 4 By Plaintiff Against**
28 **Defendant and Does 1 through 100)**

1 61. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this Complaint.

3 62. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
4 Code §§510, 1194, and 1198, and IWC Wage Order No. 4, Defendant was required to
5 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
6 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
7 hours on the seventh (7th) consecutive day of any work week.

8 63. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
9 who had not been paid overtime compensation could recover the unpaid balance of the full
10 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
11 fees and costs of suit.

12 64. Pursuant to IWC Wage Order No. 4-2001, § 3, "Employment beyond eight (8)
13 hours in any workday is permissible provided the employee is compensated for such overtime
14 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
15 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
16 workday...

17 65. California Labor Code section 558 provides in pertinent part:

18 (a) Any employer or other person acting on behalf of an employer who
19 violates, or causes to be violated, a section of this chapter or any
20 provision regulating hours and days of work in any order of the
21 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

24 (2) For each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee was
26 underpaid in addition to an amount sufficient to recover underpaid
wages.

27 (3) Wages recovered pursuant to this section shall be paid to the affected
28 employee...

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

3 66. The regular rate of pay under California law includes all remuneration for
4 employment paid, on behalf of the employer, to the employee. Employers must properly factor
5 all economic items into the regular rate of pay for purposes of calculating the overtime wages
6 due to their employees. *See Alvarado v. Dart Container Corp. of California* (2018) 4 Cal. 5th
7 542, 554, 568 (the regular rate of pay must include the “value of any nonhourly compensation,”
8 including bonuses).

9 67. Specifically, Defendant had a company-wide policy of failing to properly pay
10 and calculate wages due. Defendant failed to correctly calculate Plaintiff and members of the
11 Class’s regular rate of pay to include all applicable remuneration, including, but not limited to,
12 gift cards. Defendant issued gift cards 3 times per year to Plaintiff and Class members in the
13 amounts of between \$50.00 to \$100.00. However, Plaintiff’s paystub do not list any not gift
14 cards paid to Plaintiff. Thus, the gift cards were not blended into Plaintiff and Class member’s
15 regular rate of pay.

16 68. Defendant violated the rights of Plaintiff and the members of the Class by not
17 correctly calculating their regular rate of pay.

18 69. As alleged above, Defendant required Plaintiff and the Class to regularly
19 perform compensable tasks during their meal breaks and pre- and post-shift off-the-clock for
20 which they did not receive any compensation. Plaintiff and Class members routinely worked
21 overtime hours, but were not paid any overtime due to Defendant’s willful misclassification.
22 Further, Plaintiff and Class members were required by Defendant to use their personal cell
23 phones while off the clock every day.

24 70. Specifically, Defendant had a company-wide policy of failing to properly pay
25 and calculate overtime wages due.

26 71. Throughout Plaintiff’s employment, Defendant failed and refused to pay and
27 properly calculate overtime compensation to Plaintiff and Class Members as required by law.
28

72. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

73. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

THIRD CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES

**(Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order No. 4 By Plaintiff
Against Defendant and Does 1 through 100)**

74. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

75. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 4-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

76. Here, Plaintiff and Class members were required to engage in off the clock activities and they were not paid for this off-the-clock time. Defendant failed to pay Plaintiff and the Class for these off-the clock activities and as result thereof, Plaintiff and the Class were not paid minimum wages that was due to them. Further, Defendant's failure to afford meal/rest

1 breaks also resulted in Plaintiff and the Class not being paid minimum wages that was due to
2 them.

3 77. Further, Plaintiff's paystubs reflect time shaving. Defendant used an online
4 electronic timesheet called "Aura" to keep track of Plaintiff and Class members' time until
5 January 2024. Thereafter, Defendant added ADP Solution for timekeeping. When using Aura
6 Plaintiff and Class members manually entered their time into the system's electronic timesheet
7 which wound their time to their scheduled shift times and only allowed the entry of 8-hour
8 shifts. After receipt of their paychecks, Plaintiff and Class members were required to put their
9 time into Aura, so that it matched their paychecks.

10 78. California Labor Code section 558 provides in pertinent part:

11 (a) Any employer or other person acting on behalf of an employer who
12 violates, or causes to be violated, a section of this chapter or any
13 provision regulating hours and days of work in any order of the
14 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

15 (1) For any initial violation, fifty dollars (\$50) for each underpaid
16 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

17 (2) For each subsequent violation, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee was
19 underpaid in addition to an amount sufficient to recover underpaid
wages.

20 (3) Wages recovered pursuant to this section shall be paid to the affected
21 employee...

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

24 79. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
25 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
26 wage, including interest thereon, reasonable attorney's fees, and costs of suit.

27 80. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
28 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*

1 Code § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
2 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
3 the time associated with the overtime for which they received no compensation. *See Sillah v.*
4 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
5 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
6 showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*,
7 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

8 81. Plaintiff and the other Class Members suffered and continue to suffer losses
9 related to the use and enjoyment of compensation due and owing to them as a direct result of
10 Defendant's unlawful acts and Labor Code violations in an amount to be shown according to
11 proof at trial and within the jurisdictional limitations of this Court.

12 82. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
13 Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them,
14 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to
15 proof.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PAY FOR MEAL BREAKS**

18 **(Labor Code § 226.7 and IWC Wage Order No. 4 By Plaintiff Against Defendant and**
19 **Does 1 through 100)**

20 83. Plaintiff and the Class reallege and incorporate by reference all of the allegations
21 set forth in this Complaint.

22 84. California Labor Code §226.7(a) prohibits an employer from requiring an
23 employee to work during any meal period mandated by Industrial Wage Order No. 4. Section
24 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
25 employee to work during a meal or rest break or recovery period mandated pursuant to an
26 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
27 Commission..."

1 85. California Labor Code §1198 makes unlawful the employment of an employee
2 under conditions the IWC prohibits.

3 86. IWC Order No. 4-2001(11)(A) provides, in relevant part: "No employer shall
4 employ any person for a work period of more than five (5) hours without a meal period of not
5 less than 30-minutes, except that when a work period of not more than six (6) hours will
6 complete the day's work the meal period may be waived by mutual consent of the employer and
7 the employee."

8 87. IWC Order No. 4-2001 (11)(c) further provides, in relevant part: "Unless the
9 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
10 considered an 'on duty' meal period and counted as time worked."

11 88. Section 512(a) of the California Labor Code provides, in relevant part, that:

12 An employer may not employ an employee for a work period of more than five
13 hours per day without providing the employee with a meal period of not less
14 than 30-minutes, except that if the total work period per day of the employee is
15 no more than six hours, the meal period may be waived by mutual consent of
16 both the employer and employee. An employer may not employ an employee
17 for a work period of more than 10 hours per day without providing the
18 employee with a second meal period of not less than 30-minutes, except that if
the total hours worked is no more than 12 hours, the second meal period may
be waived by mutual consent of the employer and the employee only if the first
meal period was not waived.

19 89. The Labor Code and Wage Order provisions cited above require California
20 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
21 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
22 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
23 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
24 the fifth hour of their shifts.

25 90. At times Plaintiff and Class members' meal breaks were interrupted and/or not
26 afforded at all. On days when Plaintiff and Class members worked between 10-12 hours, they
27 were not afforded second meal breaks.

28

1 91. As alleged herein, Plaintiff and the members of the Class were routinely
2 required to work through their meal period at the fifth hour of their shifts with Defendant's
3 endorsement, encouragement, knowledge and acquiescence.

4 92. Under California law, employers must also record their employees' meal
5 periods: "Every employer shall keep accurate information with respect to each employee,
6 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
7 operations cease ... need not be recorded." IWC Order No. 4, § (7)(A)(3). Where the employer
8 has failed to keep records required by statute, the consequences of such failure should fall on
9 the employer, not the employee. In such a situation, imprecise evidence by the employee can
10 provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
11 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
12 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
13 known its employees were regularly not afforded proper meal periods during the Class Period.

14 93. Defendant has a policy or practice of failing to ensure that Plaintiff and
15 members of the Class take the meal periods required by California Labor Code §226.7 and
16 IWC Wage Order No. 4-2001 §11.

17 94. By their actions in not affording Plaintiff and Class Members proper meal
18 periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 4 in
19 the amount of one additional hour of pay at the employee's regular rate of compensation for
20 each work period during each day in which Defendant failed to provide employees with
21 statutory timely off-duty meal periods.

22 95. Defendant also has a policy or practice of failing to pay each of their employees
23 who was not provided with a meal period as required an additional one hour of compensation at
24 each employee's regular rate of pay.

25 96. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
26 bring a private right of action to recover wages due based on the deprivation of timely meal
27 periods under Cal. Labor Code § 226.7(b).

28

97. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and members of the Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 4.

FIFTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST PERIODS

**(Labor Code § 226.7 and IWC Wage Order No. 4 By Plaintiff Against Defendant and
Does 1 through 100)**

98. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

99. Labor Code § 226.7 and IWC Wage Order No. 4 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

100. Labor Code § 226.7 and IWC Wage Order No. 4 provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

101. Plaintiff and Class members were only afforded 1 rest break per day. Further, Defendant has intentionally and improperly denied uninterrupted rest periods to Plaintiff and the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 4.

102. Additionally, Plaintiff and Class members were not afforded third rest breaks on days when they worked between 10-12 hours.

103. At all times relevant hereto, Defendant failed to provide compliant rest periods as required by Labor Code § 226.7 and Wage Order No. 4.

104. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts

1 which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional
2 limits of the Court and which will be ascertained according to proof at trial.

3 **SIXTH CAUSE OF ACTION**

4 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

5 **ITEMIZED STATEMENTS**

6 **(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)**

7 105. Plaintiff and the Class reallege and incorporate by reference all of the allegations
8 set forth in this Complaint.

9 106. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiff
10 and the Class.

11 107. Pursuant to California Labor Code sections 226, and Wage Order 4-2001 section
12 7, Defendant is required to maintain and provide accurate records relating to employee
13 compensation including all formulas and production records used to calculate wages due.

14 108. Defendant is further required to provide, *inter alia*, semimonthly or at the time
15 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)
16 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
17 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
18 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

19 109. Section 226(e) provides that an employee is entitled to recover \$50 for the
20 initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay
21 period, not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay
22 periods in which the employer knowingly and intentionally failed to provide accurate itemized
23 statements to the employee causing the employee to suffer injury.

24 110. Notwithstanding these provisions, Defendant has engaged in a uniform practice
25 of refusing to maintain and provide the accurate records and wage statements required by
26 California law.

27 111. Throughout the Class Period, Defendant intentionally and knowingly provided
28 Plaintiff and other members of the Class with weekly itemized wage statements containing

1 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
2 that the payments owed to Plaintiff and the members of the Class for overtime wages due to off
3 the clock work, minimum wages, premium pay for meal/rest breaks, sick pay, were not
4 included in gross wages earned by Plaintiff and members of the Class. Further, Defendant
5 failed to furnish Plaintiff and the Class, upon payment of wages, itemized statements accurately
6 showing the number of hours worked and the rates paid.

7 112. Further, the company name on Plaintiff's and Class members' paystubs does not
8 match the Defendant's name listed on the California Secretary of State website. The company
9 name listed on the paystubs is "GroupM Worldwide, LLC", but on the California Secretary of
10 State website, the name is "Group M Worldwide, LLC". Also, the company address listed on
11 the paystubs is different from the address listed on the California Secretary of State website.
12 The company address listed on Plaintiff's paystubs is 2 World Trade Center 175 Greenwich
13 Street, New York, NY 1007. The company address listed on the California Secretary of State
14 website is 3 WTC -175 Greenwich St. Fl 15, New York, NY 10007.

15 113. As a result, Plaintiff and members of the Class have been injured by having been
16 deprived of the true facts pertaining to their compensation and employment.

17 114. Plaintiff and members of the Class were damaged by these failures because,
18 among other things, the failures led them to believe that they were not entitled to overtime
19 wages, premium pay for meal/rest breaks not properly afforded and sick pay, even though they
20 were so entitled and these failures hindered them from determining the amounts of wages owed
21 to them.

22 115. Plaintiff and members of the Class are entitled to the amounts provided in Labor
23 Code §226(e), plus attorneys' fees and costs.

24 116. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
25 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
26 provided by law for Defendant's improper conduct.

27 //

28 //

1 **SEVENTH CAUSE OF ACTION**

2 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

3 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**

4 117. Plaintiff and the Class reallege and incorporate by reference all of the allegations
5 set forth in this Complaint.

6 118. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
7 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
8 from employment, unpaid wages are due and payable within 72 hours of resignation.

9 119. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
10 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
11 paid, not to exceed thirty days.

12 120. Plaintiff and the Class were discharged and/or resigned from Defendant's
13 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them for
14 overtime, minimum wages, meal/rest breaks not properly afforded and sick pay.

15 121. Further, Plaintiff received his last pay via direct deposit 15 days after his
16 termination which was delivered by email on May 20, 2024. Plaintiff's last pay did not include
17 waiting time penalties.

18 122. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
19 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

20 **EIGHTH CAUSE OF ACTION**

21 **REIMBURSEMENT OF BUSINESS EXPENSES**

22 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

23 123. Plaintiff and the Class reallege and incorporate by reference all of the allegations
24 set forth in this Complaint.

25 124. Labor Code §2802 requires employers to indemnify employees for all necessary
26 expenditures incurred by employees in the discharge of their duties.

27 125. At all times relevant herein, Defendant was aware that Plaintiff and Class
28 members were using their cell phones for business, but failed to indemnify Plaintiff and Class

1 members for all their business-related expenses, including wear and tear expenses, in
2 accordance with Labor Code §2802. Plaintiff and the Class were required to use their cell
3 phones for work-related activities both on and off the clock. Further, at times Plaintiff and
4 Class members worked from home and were not reimbursed for their computer, internet and
5 purchases that they made for work-related purposes. Plaintiff is informed and believes and
6 thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing
7 Plaintiff and Class Members for their work-related expenses that they incurred in using their
8 cell phones, computer, internet and purchases for work-related purposes.

9 126. As a result of Defendant's conduct, Plaintiff and Class Members suffered
10 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
11 business-related expenses incurred in the discharge of their duties.

12 127. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to
13 recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and
14 costs of suit.

15 **NINTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE SICK LEAVE**

17 **(Cal. Labor Code §§ 201-204, 218, 218.5, 233, 245, 246 et. seq.; IWC Wage Order No. 4 –**

18 **By Plaintiffs against Defendant and Does 1 through 100)**

19 128. Plaintiff and the Class reallege and incorporate by reference all of the allegations
20 set forth in this Complaint.

21 129. Section 246 (1) requires that employers pay sick time pay to non-exempt
22 employees at the employee's "regular rate of pay." Employers must calculate paid sick leave for
23 nonexempt employees (1) "in the same manner as the regular rate of pay for the workweek in
24 which the employee uses paid sick time, whether or not the employee actually works overtime
25 in that workweek" or (2) "by dividing the employee's total wages, not including overtime
26 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
27 of employment."
28

1 130. Moreover, Section 204 provides that wages are generally due and payable no later
2 than seven days after the end of a pay period or at least twice during each calendar month, on
3 days designated in advance as the regular paydays. Section 201 provides if an employer
4 discharges an employee, the wages earned and unpaid at the time of discharge are due and
5 payable immediately. Section 202 provides that an employee is entitled to receive all unpaid
6 wages no later than 72 hours after an employee quits his or her employment, unless the employee
7 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case
8 the employee is entitled to his or her wages at the time of quitting. Section 203 provides that if
9 an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then
10 the wages of the employee shall continue as a penalty from the due date, and at the same rate
11 until paid, but the wages shall not continue for more than thirty (30) days.

12 131. Because Defendant did not pay, or timely pay, Plaintiff and members of the Class
13 all owing and underpaid sick pay wages, Defendant violated Sections 201-204, 246, and other
14 Labor Code sections. Defendant willfully failed to timely pay Plaintiff and members of the Class
15 all their wages due during employment and failed to timely pay all their wages due upon the
16 termination of their employment within the times prescribed by the Labor Code and is therefore
17 subject to applicable penalties, including a waiting time penalty, for each day, up to a thirty (30)
18 day maximum, pursuant to Section 203.

19 132. Labor Code section 233 provides: “Any employer who provides sick leave for
20 employees shall permit an employee to use in any calendar year the employee's accrued and
21 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
22 during six months at the employee's then current rate of entitlement, for the reasons specified in
23 subdivision (a) of Section 246.5.”

24 133. During the relevant time period, Defendant separately provided paid sick days.
25 However, Defendant intentionally and willfully failed to pay Plaintiff and members of the Class
26 their sick pay wages. Accordingly, Plaintiff and members of the Class did not receive sick time
27 that they were entitled to receive by law, and were therefore denied the right to use sick leave
28 within the meaning of Labor Code Sections 233(a) and (c).

1 134. Plaintiff took 3 sick days in 2023, but Plaintiff's paystubs do not show any sick
2 pay paid to Plaintiff under Current or YTD.

3 135. Any employer who violates Labor Code section 233 is liable to employees for the
4 greater of one day's pay or actual damages, reasonable equitable relief, and reasonable attorneys'
5 fees and costs. Lab. Code sections 233(d), (e).

6 136. Labor Code section 218 authorizes a private right of action to recover unpaid
7 wages, including under sections 204 and 233.

8 137. Pursuant to Labor Code sections 218 and 218.5, Plaintiff and members of the
9 Class are entitled to recover the full amount of their unpaid wages, applicable penalties,
10 prejudgment interest on the amount of their unpaid wages, reasonable attorneys' fees and costs
11 of suit.

12 **TENTH CAUSE OF ACTION**

13 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

14 ***(Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)***

15 138. Plaintiff and the Class reallege and incorporate by reference all of the allegations
16 set forth in this Complaint.

17 139. California Labor Code Section 1198.5 provides:

18
19 (a) Every current and former employee, or his or her representative, has the
20 right to inspect and receive a copy of the personnel records that the
21 employer maintains relating to the employee's performance or to any
grievance concerning the employee.

22 (b) The employer shall make the contents of those personnel records available
23 for inspection to the current or former employee, or his or her
24 representative, at reasonable intervals and at reasonable times, but not later
25 than 30 calendar days from the date the employer receives a written request,
26 unless the current or former employee, or his or her representative, and the
27 employer agree in writing to a date beyond 30 calendar days to inspect the
28 records, and the agreed-upon date does not exceed 35 calendar days from
the employer's receipt of the written request to inspect the records. Upon a
written request from a current or former employee, or his or her
representative, the employer shall also provide a copy of the personnel
records,..... later than 30 calendar days from the date the employer receives
the request...

1
2 (k) If an employer fails to permit a current or former employee, or his or her
3 representative, to inspect or copy personnel records within the times specified I
4 this section... the current or former employee may recover a penalty of seven
5 hundred fifty dollars (\$750) from the employer.

6 (1) A current or former employee may also bring an action for injunctive relief
7 to obtain compliance with this section, and may recover costs and reasonable
8 attorney's fees in such an action.

9 140. Additionally, pursuant to Wage Order No. 4, at section 7 re: Records, employers
10 are required to keep accurate payroll records on each employee, and such records must be
11 made readily available for inspection by the employee upon reasonable request. The employer
12 must also maintain accurate production records.

13 141. On or about November 8, 2024, Plaintiff's counsel issued a written request to
14 Defendant for copies of his personnel records. Defendant failed to produce Plaintiff's
15 personnel file.

16 142. Under California Labor Code Sections 226, 432 and 1198.5, such records were
17 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
18 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
19 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
20 records.

21 143. As a direct result and consequence of Defendant's failure and refusal to permit
22 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
23 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
24 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
25 penalty of \$750 based upon Defendant's violation of §1198.

26 **ELEVENTH CAUSE OF ACTION**

27 **(Unfair Competition in Violation of Business & Professions Code §§ 17200 *et seq.* By 28 Plaintiffs Against Defendant and Does 1 through 100)**

144. Plaintiff and the Class reallege and incorporate by reference all of the allegations
set forth in this Complaint.

1 145. Pursuant to IWC Wage Orders No. 4, Defendant was the employer of Plaintiff
2 and the Class. Defendant is also a "person" as that term is defined in Business & Professions
3 Code §17021.

4 146. The Business & Professions Code defines unfair competition as any unlawful,
5 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
6 described herein, Defendant has engaged in unfair and unlawful practices by (1) willfully
7 misclassifying Plaintiff and the Class as exempt; failing to (2) pay overtime wages; (3) pay
8 minimum wages; (4) pay premium pay for meal breaks not properly afforded; (5) pay premium
9 pay for rest breaks not properly afforded; (6) furnish Plaintiff and the Class with accurate
10 itemized wage statements, (7) pay Plaintiff and the Class wages due when leaving their employ,
11 (8) reimburse business expenses, (9) pay sick pay; and (10) provide personnel records, all in
12 violation of Business & Professions Code §§ 17200 *et seq.*

13 147. By and through the unfair and unlawful business practices described herein,
14 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
15 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
16 Plaintiff and the Class.

17 148. All the acts described herein are violations of, among other things, the Labor
18 Code and Industrial Commission Wage Order No. 4, are unlawful and in violation of public
19 policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby
20 constitute unfair and unlawful business practices in violation of Business & Professions Code
21 §§ 17200 *et seq.*

22 149. Plaintiff and the Class are entitled to, and do, seek such relief as may be
23 necessary to restore to them the money and property which Defendant has acquired, or of
24 which Plaintiff and the Class have been deprived by means of the above-described unfair and
25 unlawful business practices.

26 150. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
27 above-described business practices are unfair and unlawful and that injunctive relief should be
28

1 issued restraining Defendant from engaging in any of the above described unfair and unlawful
2 business practices in the future.

3 151. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
4 redress the injuries which they have suffered as a consequence of the unfair and unlawful
5 business practices of Defendant. As a result of the unfair and unlawful business practices
6 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
7 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful
8 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
9 Plaintiff and the Class.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
12 and against Defendant as follows:

13 1. For compensatory damages in the amount of overtime wages due to Plaintiff and
14 Class members, according to proof;

15 2. For compensatory damages in the amount of minimum wages due to Plaintiff
16 and Class members, according to proof;

17 3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
18 Class members for each workday that a meal and/or rest period was not provided;

19 4. For compensatory damages in the amount of Plaintiff and Class members' cell
20 phone, computer, internet and purchases for business purposes, costs and attorneys' fees
21 pursuant to Cal. Code Civ. Proc. §2802(c);

22 5. For all sick pay owed;

23 6. For injunctive relief requiring Defendant to comply with Labor Code
24 1198.5(b)(1);

25 7. For an award of consequential damages in Plaintiff and Class members' favor
26 and against Defendant, in an amount to be proven at trial;

27 8. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

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1 9. For payment to Plaintiff and Class members of waiting time penalties pursuant
2 to *Cal. Lab. Code* §203, in an amount equal to his and Class members' respective daily rates of
3 pay at the time of termination or layoff, multiplied by the total amount of days elapsed between
4 the date of the involuntary termination, and/or 72 hours after notice of the voluntary
5 termination, up to a maximum of 30 days' pay, according to proof;

6 10. For specific relief enforcing waiting time penalties of 30 days of per diem wages
7 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

8 11. For prejudgment interest accrued on all due and unpaid overtime and minimum
9 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
10 1194(a), according to proof;

11 12. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order 4-
12 2001(14);

13 13. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, according to
14 proof;

15 14. For reasonable costs, including attorneys' fees, in an amount according to proof
16 pursuant to, *inter alia*, *Cal. Labor Code* §§ 1194, 218.5, 1198.5, 2802 and/or *Cal. Code of Civ.*
17 *Proc.* §1021.5;

18 15. For an award of restitution of wages to Plaintiff and Class Members in an
19 amount equal to the amount of wages owed and unpaid, according to proof;

20 16. For injunctive relief ordering the continuing unfair business acts and practices to
21 cease, as the Court deems just and proper;

22 17. For other injunctive relief ordering Defendant to notify Plaintiff and Class
23 Members that they have not been paid the proper amounts in accordance with California law;

24 18. For punitive and exemplary damages in a sum to be determined at trial; and

25 19. For such other and further relief as the Court deems just and proper.

26 **DEMAND FOR JURY TRIAL**

27 Plaintiff Matthew Maurice Love hereby respectfully requests a trial by jury for all
28 claims and issues raised in his Complaint that may be entitled to a jury trial.

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LIPELES LAW GROUP, APC

Date: November 8, 2024

By: 

Kevin A. Lipeles
Attorneys for Plaintiff
Matthew Maurice Love