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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LINDA HUDSON, an individual,

Plaintiff,

v.

CONGREGATE CONNECT, LLC, a
California limited liability company,
WAYFINDER FAMILY SERVICES, a
California nonprofit corporation,
KADIJAH BRANSON, an individual, and
DOES 1-50, inclusive,

Defendants.

Case No.

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Failure to Pay Minimum Wages;**
- 2) **Failure to Pay Overtime Owed;**
- 3) **Failure to Pay On-Call Time Pay;**
- 4) **Failure to Provide Lawful Meal Periods;**
- 5) **Failure To Authorize And Permit Lawful Rest Periods;**
- 6) **Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 7) **Failure to Furnish Accurate Itemized Wage Statements;**
- 8) **Failure to Pay Earned Vacation Wages;**
- 9) **Failure to Reimburse Necessary Expenses;**
- 10) **Violation of the Unfair Competition Law;**

DEMAND FOR JURY TRIAL

1 Plaintiff LINDA HUDSON (“Plaintiff”), an individual, asserts claims against defendant
2 CONGREGATE CONNECT, LLC, a California limited liability corporation, WAYFINDER
3 FAMILY SERVICES, a California nonprofit corporation, KADIJAH BRANSON, an individual,
4 and DOES 1-50, inclusive (collectively “Congregate” or “Defendant(s)”) as follows:

5 **INTRODUCTION**

6 1. This is an individual wage and hour action. Plaintiff asserts claims against her
7 former employer, primarily stemming from their misclassification of Plaintiff as exempt.

8 2. Defendants conduct, policies, and practices deprived Plaintiff of earned wages,
9 including minimum wages; straight time wages; overtime wages; premium wages; earned vacation
10 wages; failing to reimburse necessary expenses; and lawful meal and/or rest breaks.

11 3. Such actions and policies, as described above and further herein, were and continue
12 to be in violation of the California Labor Code. Plaintiff brings this action pursuant to the California
13 Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510,
14 512, 515, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage
15 Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages,
16 unpaid meal and rest period compensation, penalties, liquidated damages, and reasonable attorneys’
17 fees and costs.

18 4. Plaintiff, pursuant to Business and Professions Code sections 17200-17208, also
19 seeks restitution from Defendants.

20 **JURISDICTION AND VENUE**

21 5. The monetary damages and restitution sought by Plaintiff exceeds the minimum
22 jurisdiction limits of the California Superior Court and will be established according to proof at
23 trial.

24 6. This Court has jurisdiction over this action pursuant to the California Constitution
25 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
26 those given by statute to other courts. The statutes under which this action is brought do not give
27 jurisdiction to any other court.

28 7. This Court has jurisdiction over this Action pursuant to California Code of Civil

1 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

2 8. This Court has jurisdiction over Defendants because, upon information and belief,
3 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
4 otherwise intentionally avails itself of the California market so as to render the exercise of
5 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
6 substantial justice. Defendants have done and are doing business throughout California.

7 9. The unlawful acts alleged herein had a direct effect on Plaintiff within Orange
8 County.

9 10. Venue is proper in this Court because one or more of the Defendants reside, transact
10 business, or have offices in this County, and the acts or omissions alleged herein took place in this
11 County.

12 **PARTIES**

13 11. Plaintiff Linda Hudson is and during the liability period has been, a resident of Los
14 Angeles County, California. Plaintiff is and has been employed by Defendants during the
15 liability period in Los Angeles County, CA.

16 12. At all relevant times, Plaintiff has performed functions as an Administrator and
17 Caregiver. Plaintiff was misclassified as an exempt employee, as she did not satisfy both the
18 salary basis and duties tests for exemption during employment. She also did not regularly exercise
19 independent discretion and judgment.

20 13. Defendant Congregate Connect, LLC is a California limited liability company in
21 good standing that is authorized to do business throughout the State of California. Congregate
22 Connect, LLC's headquarters are located at 15745 Paramount Blvd., Suite A, Paramount, CA
23 90723.

24 14. Defendant Congregate Connect, LLC operates in California from numerous
25 locations, providing home healthcare services for individuals with developmental disabilities.

26 15. Defendant Wayfinder Family Services is a California nonprofit corporation in good
27 standing that is authorized to do business throughout the State of California. Wayfinder Family
28 Services' headquarters are located at 5300 Angeles Vista Blvd., Los Angeles, CA 90043.

1 16. Defendant Wayfinder Family Services operates in California from numerous
2 locations, providing home healthcare services for individuals with developmental disabilities.

3 17. Defendant Kadijah Branson is an individual who serves as the Chief Executive
4 Officer of Congregate Connect, LLC. Upon information and belief, Kadijah Branson was a resident
5 of California during the relevant time period.

6 18. Whenever in this complaint reference is made to any act, deed, or conduct of
7 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
8 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
9 actively engaged in the management, direction, control, or transaction of the ordinary business and
10 affairs of Defendants.

11 19. The true names and capacities of Defendants, whether individual, corporate,
12 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
13 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
14 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
15 capacities of the Defendants designated hereinafter as DOES when such identities become known.

16 20. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are
17 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
18 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
19 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
20 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
21 liability of the Defendants as alleged herein.

22 21. Plaintiff is further informed and believes, and thereon alleges, that at all times
23 material herein, each Defendant was completely dominated and controlled by its co-Defendants
24 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
25 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
26 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
27 Whenever and wherever reference is made to individuals who are not named as Defendants in this
28 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times

1 acted on behalf of Defendants named in this complaint within the scope of their respective
2 employments.

3 **FACTUAL ALLEGATIONS**

4 **APPLICABLE TO ALL CAUSES OF ACTIONS**

5 22. At all relevant times, Defendants classified and paid Plaintiff Hudson as an exempt
6 employee. However, Plaintiff alleges that, at all relevant times, she was and is actually a non-
7 exempt employee who is misclassified as exempt.

8 23. Plaintiff Hudson was misclassified as exempt because she did not satisfy each of the
9 requirements for exemption: (1) salary of twice the minimum hourly wage based on a 40-hour
10 workweek; (2) be primarily engaged in executive, administrative or professional duties; or (3)
11 regularly and customarily exercise discretion and independent judgment on the job.

12 24. As such, Plaintiff Hudson was, and at all times pertinent hereto, has been a non-
13 exempt employee within the meaning of the California Labor Code, and the implementing rules
14 and regulations of the IWC California Wage Orders. She was subject to the protections of the IWC
15 Wage Orders and the Labor Code.

16 25. Plaintiff Hudson was required to work seven days per week, often fourteen plus hour
17 days, and is required to be available around the clock to perform functions for Defendants. As a
18 function of the misclassification of Plaintiff Hudson, Defendants failed to pay her at least minimum
19 wage for each hour worked and overtime as required by law.

20 26. Despite being classified as exempt, Plaintiff Hudson was required to spend more
21 than 50% of her working hours performing non-exempt duties, including without limitation,
22 supervising residents, ensuring that residents followed scheduled activities such as attending groups
23 and meetings on time and eating, charting and noting progress, and performing other behavioral
24 technician functions. She also did not regularly and customarily exercise discretion and
25 independent judgment on the job. As such, she was routinely denied the protections of the Labor
26 Code and Wage Order by Defendants.

27 27. In violation of the law, Plaintiff Hudson was denied minimum wage for each hour
28

1 worked, denied overtime for overtime hours worked, denied meal and rest periods, denied accurate
2 itemized wage statements, and denied the payment of all wages owed during employment and at
3 the time of separation by Defendants by virtue of her misclassification. In addition, she was denied
4 reimbursement for expenses incurred and she was not paid all earned vacation as required by law.

5 28. Plaintiff was required to be on call during purported days off and, if called in, she
6 was required to report to work, is not given the option not to report, and is required to report within
7 time frames that restrained her ability to use their time off for their own purposes. Plaintiff was
8 subject to employer control during on-call shifts, and should have been compensated for said time.

9 29. In addition, Plaintiff worked in excess of eight (8) hours in day and/or over forty
10 (40) hours in a workweek but was not properly paid for such time at a rate of time and one-half
11 the employee's regular rate of pay per hour. She also was not paid double time as required by
12 law despite working in excess of twelve hours in a day or over eight hours on the seventh
13 consecutive day of the workweek.

14 30. By virtue of Defendants' misclassification of Plaintiff and the lack of coverage,
15 Plaintiff was systematically denied meal and rest periods as required by law.

16 31. Despite the above-mentioned meal and rest period violations, Defendants failed to
17 compensate Plaintiff one additional hour of pay at her regular rate as required by California law
18 when meal and rest periods were not timely or lawfully provided in a compliant manner.

19 32. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
20 should know, knew, and/or should have known that Plaintiff was entitled to receive accurate
21 premium wages under Labor Code §226.7 but was not receiving accurately calculated
22 compensation.

23 33. Defendants also failed to provide accurate, lawful itemized wage statements to
24 Plaintiff in part because of the above specified violations.

25 34. Defendants have also made it difficult to determine applicable rates of pay and
26 account with precision for the unlawfully withheld wages and deductions due to be paid to
27 Plaintiff during the liability period because they did not implement and preserve a lawful record-
28 keeping method to record all hours worked, and non-provided rest and meal periods owed to

1 employees as required for non-exempt employees by 29 U.S.C. section 211(c), California Labor
2 Code section 226, and applicable California Wage Orders.

3 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants knew that at the time of termination of employment they had a duty to
5 accurately compensate Plaintiff for all wages owed including straight time, overtime, meal and rest
6 period premiums, and that Defendants had the financial ability to pay such compensation, but
7 willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-
8 specified violations.

9 36. Further, during the relevant time period, Plaintiff was required to incur necessary
10 expenses in the discharge of their duties, including without limitation for cellular phone expenses,
11 remote working and home office expenses, laptop, internet, office supplies, electricity, and mileage,
12 but was not reimbursed for such necessary expenses.

13 37. Finally, Defendants also maintained and enforced practices and policies to
14 systematically not pay Plaintiff vested vacation wages and effectuating unlawful forfeitures thereof.

15 **CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(By Plaintiff Against Defendants)**

19 38. Plaintiff incorporates each and every allegation set forth in all of the foregoing
20 paragraphs as if fully set forth herein.

21 39. Labor Code section 204 establishes the fundamental right of all employees in the
22 State of California to be paid wages, including minimum wage, straight time and overtime, in a
23 timely fashion for their work.

24 40. Labor Code section 1194(a) provides that notwithstanding any agreement to work
25 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
27 of the full amount of this minimum wage or overtime compensation, including interest thereon,
28 reasonable attorney's fees, and costs of suit.

1 41. Labor Code section 1197 provides: The minimum wage for employees fixed by the
2 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
3 and the payment of a lower wage than the minimum so fixed is unlawful.

4 42. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
5 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
6 Wage Order(s).

7 43. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
8 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
9 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
10 equal to the unpaid wages and interest accrued thereon.

11 44. During all relevant periods, the California Labor Code and wage orders required that
12 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
13 hours worked.

14 45. The IWC Wage Orders define "hours worked" as "the time during which an
15 employee is subject to the control of an employer, and includes all the time the employee is suffered
16 or permitted to work, whether or not required to do so."

17 46. At all times relevant, Plaintiff consistently worked hours for which she was not paid
18 because Defendants misclassified Plaintiff as exempt. Therefore, she was required to work long
19 hours, seven days per week and she was not paid at least minimum wage for each hour worked.

20 47. Plaintiff is informed and believes that Defendants were aware that Plaintiff was
21 misclassified, was working off the clock and that she should have been paid for this time.

22 48. Defendants' policy and practice of not paying all minimum wages violates
23 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
24 applicable wage order 4-2001 and 5-2001.

25 49. Due to Defendants' violations of the California Labor Code and wage orders,
26 Plaintiff is entitled to recover from Defendants her unpaid wages, statutory penalties, reasonable
27 attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as
28 liquidated damages.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME OWED
(By Plaintiff Against All Defendants)

50. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

51. During all relevant periods, Defendants required Plaintiff to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

52. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage order 4-2001 and 5-2001 required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

53. During all relevant periods, Defendants required Plaintiff to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay. Upon information and belief, Defendants also failed to properly compensate Plaintiff at two times her regular rate of pay for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

54. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

55. At all times relevant, Plaintiff consistently worked hours for which she was not paid because she was misclassified as exempt and was required to work off the clock. Plaintiff often worked seven days per week and up to twenty hours in day.

56. Plaintiff is informed and believes that Defendants were aware that Plaintiff was

1 working these long hours, that she was misclassified, and that she should have been paid for this
2 time.

3 57. However, Defendants failed to pay Plaintiff earned overtime wages as required by
4 law and she suffered damages as a result.

5 58. Defendants knew or should have known Plaintiff was undercompensated as a result
6 of these practices.

7 59. Due to Defendants' violations of the California Labor Code, Plaintiff is entitled to
8 recover from Defendants her unpaid overtime wages, reasonable attorneys' fees and costs in this
9 action, and pre-judgment and post-judgment interest, statutory penalties, and liquidated damages.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY ON-CALL TIME PAY**

12 **(By Plaintiff Against All Defendants)**

13 60. Plaintiff incorporates by reference and realleges each and every allegation contained
14 above, as though fully set forth herein.

15 61. Labor Code section 1197 makes it unlawful to pay an employee less than the
16 minimum wage as established by the Industrial Welfare Commission.

17 62. Labor Code section 1198 provides that the maximum hours of work and the standard
18 of conditions of labor fixed by the commission shall be the maximum hours of work and the
19 standard conditions of labor for employees. The employment of any employee for longer hours
20 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

21 63. Labor Code section 1194(a) provides that notwithstanding any agreement to work
22 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
23 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
24 of the full amount of this minimum wage or overtime compensation, including interest thereon,
25 reasonable attorney's fees, and costs of suit.

26 64. The IWC Wage Orders define "hours worked" as "the time during which an
27 employee is subject to the control of an employer, and includes all the time the employee is suffered
28 or permitted to work, whether or not required to do so."

1 65. The applicable wage orders and California Labor Code sections 1197 and 1182.12
2 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
3 state law.

4 66. During all relevant periods, Plaintiff was required to work on-call shifts and be
5 available seven days a week to respond to calls and to come in to perform functions for Defendants
6 as necessary. She was required to remain subject to the control of the employer during said periods
7 but was not paid for said time.

8 67. By failing to pay wages for on-call time, Defendants willfully violated Labor Code
9 sections 1194, 1197, 1198, and IWC Wage Order 4-2001 and 5-2001, and Plaintiff is entitled to
10 recover from Defendants their unpaid wages, statutory penalties, reasonable attorneys' fees and
11 costs in this action, and pre-judgment and post-judgment interest, as well as liquidated damages.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

14 **(By Plaintiff Against All Defendants)**

15 68. Plaintiff incorporates by reference and realleges each and every allegation contained
16 above, as though fully set forth herein.

17 69. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
18 period of more than five (5) hours without providing a meal break of not less than thirty (30)
19 minutes in which the employee is relieved of all of his or her duties, except that when a work period
20 of not more than six (6) hours will complete the day's work the meal period may be waived by
21 mutual consent of the employer and employee.

22 70. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
23 provide Plaintiff timely and uninterrupted first meal periods of not less than thirty (30) minutes
24 within the first five hours of a shift.

25 71. As a consequence of Defendants' misclassification of Plaintiff, policies and
26 procedures, lack of coverage and staffing issues, Defendant failed to provide Plaintiff with lawful
27 meal periods as required by law.

28 72. Plaintiff was not paid one hour of pay at her regular rate for each day that a meal

1 period was not lawfully provided.

2 73. Moreover, as a matter of policy and practice, Plaintiff was also not provided second
3 meal periods on days when shifts exceeded ten hours (and twelve hours), nor was she provided
4 premium wages in lieu of a second meal period.

5 74. Plaintiff did not lawfully waive her rights to a second meal period on shifts in excess
6 of ten hours.

7 75. As a proximate result of the aforementioned violations, Plaintiff has been damaged
8 in an amount according to proof at time of trial.

9 76. Pursuant to Labor Code § 226.7, Plaintiff is entitled to recover one (1) hour of
10 premium pay for each day in which a meal period violation occurred. She is also entitled to recover
11 reasonable attorneys' fees, cost, interest, and penalties as applicable.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

14 **(By Plaintiff Against All Defendants)**

15 77. Plaintiff incorporates by reference and realleges each and every allegation contained
16 above, as though fully set forth herein.

17 78. Pursuant to the IWC wage orders applicable to Plaintiff's employment by
18 Defendants, "Every employer shall authorize and permit all employees to take rest periods, which
19 insofar as practicable shall be in the middle of each work period.... [The] authorized rest period
20 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
21 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as
22 hours worked, for which there shall be no deduction from wages."

23 79. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
24 during any rest period mandated by an applicable order of the IWC.

25 80. As a consequence of Defendants' misclassification of Plaintiff, its policies and
26 procedures, lack of coverage and staffing issues, Defendant failed to authorize and permit Plaintiff
27 to take lawful rest periods as required by law.
28

81. Defendants did not pay Plaintiff one additional hour of pay at their regular rate of pay for each day that a rest period violation occurred.

82. By their failure to authorize and permit Plaintiff to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff worked in excess of ten (10) hours, and by their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

83. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of premium wages in amounts to be determined at trial, and is entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION

(By Plaintiff Against All Defendants)

84. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

85. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within seventy-two (72) hours of separation of employment.

86. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

87. Plaintiff is entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime, on-call time, vacation, and premium meal and rest period compensation, but to date has not received such compensation, therefore entitling them to Labor Code § 203 penalties.

1 88. In addition, irrespective of any derivative violation, Defendants failed to timely pay
2 Plaintiff earned compensation at the time of termination despite their obligations under Labor Code
3 201 and 202.

4 89. More than thirty (30) days have passed since Plaintiff left Defendants' employ, and
5 she has not received payment pursuant to Labor Code § 203.

6 90. Plaintiff is thus entitled to 30 days' wages as a penalty under Labor Code § 203,
7 together with interest thereon and attorneys' fees and costs.

8 **SEVENTH CAUSE OF ACTION**

9 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

10 **EMPLOYEE WAGE STATEMENT PROVISIONS**

11 **(By Plaintiff Against Defendants)**

12 91. Plaintiff repeat and incorporates herein by reference each and every allegation set
13 forth above, as though fully set forth herein.

14 92. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
15 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
16 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
17 when wages are paid by personal check or cash, an accurate itemized statement in writing
18 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...
19 (5) 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 each the
23 pay period and the corresponding number of hours worked at each hourly rate by the
24 employee....".

25 93. Further, the IWC Wage Orders require in pertinent part: Every employer shall
26 keep accurate information with respect to each employee including the following: (3) Time
27 records showing when the employee begins and ends each work period. Meal periods, split shift
28 intervals, and total daily hours worked shall also be recorded... (5) Total hours worked in the

1 payroll period and applicable rates of pay....”

2 94. Labor Code section 1174 of the California also requires Defendants to maintain
3 and preserve, in a centralized location, among other items, records showing the names and
4 addresses of all employees employed and payroll records showing the hours worked daily by, and
5 the wages paid to, its employees. On information and belief and based thereon, Defendants have
6 knowingly and intentionally failed to comply with Labor Code section 1174, including by
7 implementing the policies and procedures and committing the violations alleged in the preceding
8 causes of action and herein. Defendants’ failure to comply with Labor Code section 1174 is
9 unlawful pursuant to Labor Code section 1175.

10 95. Defendants failed to record many of the items delineated in applicable Industrial
11 Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
12 including by virtue of the fact that each wage statement which failed to accurately compensate
13 Plaintiff for all hours worked and for missed and non-provided meal and rest periods, or which
14 failed to include compensation for all minimum wages earned or overtime hours worked, was an
15 inaccurate wage statement. In addition, the wage statements inaccurately stated total hours
16 worked and hours worked at each hourly wage rate.

17 96. As a result of Defendants’ misclassification, Defendants failed to implement and
18 preserve a lawful record-keeping method to record all non-provided meal and rest periods owed
19 to employees or all hours worked by Plaintiff, as required for non-exempt employees under
20 California Labor Code section 226 and applicable California Wage Orders.

21 97. In violation of Labor Code section 226(a) and the IWC Wage Orders, Plaintiff
22 asserts the Defendants omitted required information, failed to accurately include all applicable
23 hourly rates on the wage statements and the corresponding number of hours worked at such rates
24 or hours paid at such rates. In addition, Defendants failed to provide accurate itemized wage
25 statements as a consequence of the above-specified violations for failure to accurately pay all
26 wages owed, accurately record all hours worked, and failure to pay meal and rest period
27 premiums as required by law.

28 98. Moreover, upon information and belief, as a pattern and practice, in violation of

1 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not maintain accurate
2 records pertaining to the total hours worked for Defendants by Plaintiff, including but not limited
3 to, beginning, and ending of each work period, meal period and split shift interval, the total daily
4 hours worked, and the total hours worked per pay period and applicable rates of pay.

5 99. Plaintiff has suffered injury as a result of Defendants' failure to maintain accurate
6 records.

7 100. Pursuant to Labor Code section 226, and in light of Defendants' violations
8 addressed above, Plaintiff is entitled to recover up to a maximum of \$4,000.00, along with an
9 award of costs and reasonable attorneys' fees.

10 **EIGHTH CAUSE OF ACTION**

11 **FAILURE TO PAY EARNED VACATION WAGES**

12 **(By Plaintiff Against All Defendants)**

13 101. Plaintiff incorporates by reference and realleges each and every allegation contained
14 above, as though fully set forth herein.

15 102. Plaintiff earned vacation/PTO pursuant to Defendants' policies and procedures.

16 103. Labor Code section 204 establishes the fundamental right of all employees in the
17 State of California to be paid wages, including minimum wage, straight time and overtime, in a
18 timely fashion for their work.

19 104. Labor Code section 227.3 requires employers to pay terminated employees for an
20 unused vacation time that they have occurred at their final rate of pay.

21 105. Earned vacation time is considered wages under California law. Vacation pay
22 accrues as it is earned, and cannot be forfeited. *Suarez v. Plastic Dress Up* (1982) 31 C.3d 774.
23 Thus, Plaintiff earned vacation/PTO wages while employed by Defendants. However, Defendants
24 effectuated an unlawful forfeiture of Plaintiff's earned and vested vacation/PTO wages.

25 106. Defendants employed policies and procedures which ensured Plaintiff would not
26 receive their accrued and vested vacation/PTO wages, and/or such wages were not paid at the
27 correct rate as required by Labor Code section 227.3.

28

1 107. Defendants failed to pay out Plaintiff's earned vacation pay, but failed to do so fully,
2 thus effectuating an unlawful forfeiture of earned vacation and or/failure and refusal to pay earned
3 vacation/PTO.

4 108. Pursuant to the Labor Code and applicable IWC Wage Orders, Plaintiff seeks her
5 earned and vested vacation/PTO wages, plus interest thereon, as well as attorneys' fees and costs.

6 **NINTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE NECESSARY EXPENSES**

8 **(By Plaintiff Against All Defendants)**

9 109. Plaintiff incorporates by reference and realleges each and every allegation contained
10 above, as though fully set forth herein.

11 110. Labor Code § 2802 requires Defendants to indemnify Plaintiff for necessary
12 expenditures incurred in direct consequence of the discharge of his or her duties.

13 111. Plaintiff was required to incur expenses in the performance of their assigned job
14 duties, including, without limitation, cellular phone expenses, internet expenses, and mileage.

15 112. Upon information and belief, the Defendants did not fully reimburse Plaintiff for
16 such expenses.

17 113. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of un-
18 reimbursed sums in amounts to be determined at trial, and is entitled to the recovery of such
19 amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code
20 §2802.

21 **TENTH CAUSE OF ACTION**

22 **VIOLATION OF THE UNFAIR COMPETITION LAW**

23 **(By Plaintiff Against All Defendants)**

24 114. Plaintiff incorporates by reference and realleges each and every allegation contained
25 above, as though fully set forth herein.

26 115. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
27 unfair, unlawful, and harmful to Plaintiff, Defendants' competitors, and the general public. Plaintiff
28 also seeks to enforce important rights affecting the public interest within the meaning of the

1 California Code of Civil Procedure § 1021.5.

2 116. Defendants' policies, activities, and actions as alleged herein are violations of
3 California law and constitute unlawful business acts and practices in violation of California
4 Business and Professions Code §§ 17200, *et seq.*

5 117. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
6 predicated on the violation of any state or federal law.

7 118. The state law violations, including violations of the relevant IWC Wage Order,
8 detailed herein above are the predicate violations for this cause of action. By way of example only,
9 in the instant case, Defendants misclassification of Plaintiff to avoid having to pay her overtime,
10 minimum wages and provide her with the benefits and protections of the Labor Code. In addition,
11 Defendants' policy of failing to lawfully provide Plaintiff with timely meal and rest periods or pay
12 one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor
13 Code § 512, and § 226.7, and the IWC Wage Orders. Defendants further violated the law through
14 their policies of failing to fully and accurately compensate Plaintiff for all hours worked, including
15 minimum wages and overtime, on-call time, vacation pay, and failing to reimburse for necessary
16 expenses, as well as failing to provide accurate itemized wage statement as specified above.

17 119. Plaintiff has been personally aggrieved by Defendants' unlawful and unfair business
18 acts and practices alleged herein by the loss of money and/or property.

19 120. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff is
20 entitled to restitution of the wages withheld and retained by Defendants during a period that
21 commences four (4) years prior to the filing of this complaint; an award of attorneys' fees pursuant
22 to California Code of Civil Procedure §1021.5; interest; and an award of costs.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as
25 follows:

26 **On the First Cause of Action**

27 **(Failure to pay minimum wages)**

28 1. For the unpaid balance of the full amount of any minimum wages, and regular wages

1 owed, as well as interest thereon,

2 2. Penalties according to statute,

3 3. Liquidated damages,

4 4. Reasonable attorneys' fees, and costs of suit;

5 5. For interest and

6 6. For such other and further relief as the Court deems proper.

7 **On the Second Cause of Action**

8 (Failure to pay overtime)

9 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
10 interest thereon,

11 2. Penalties according to statute,

12 3. Liquidated damages,

13 4. Reasonable attorneys' fees, and costs of suit;

14 5. For interest and

15 6. For such other and further relief as the Court deems proper.

16 **On the Third Cause of Action**

17 (Failure to pay minimum wages)

18 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
19 owed, as well as interest thereon,

20 2. Penalties according to statute,

21 3. Liquidated damages,

22 4. Reasonable attorneys' fees, and costs of suit;

23 5. For interest and

24 6. For such other and further relief as the Court deems proper.

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1 **On the Fourth Cause of Action**

2 (Failure to Provide Lawful Meal Periods)

- 3 1. For one (1) hour of premium pay for each day in which a required meal period was
4 not lawfully provided;
- 5 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 6 3. For such other and further relief as the Court deems proper.

7 **On the Fifth Cause of Action**

8 (Failure to Authorize and Permit Lawful Rest Periods)

- 9 1. For one (1) hour of premium pay for each day in which a required rest period was
10 not lawfully authorized and permitted; and
- 11 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 12 3. For such other and further relief as the Court deems proper.

13 **On the Sixth Cause of Action**

14 (Failure to Timely Pay Wages At Separation)

- 15 1. For unpaid wages;
- 16 2. For penalties pursuant to Labor Code § 203;
- 17 3. For interest;
- 18 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 19 5. For such other and further relief as the Court deems proper.

20 **On the Seventh Cause of Action**

21 (Failure to Provide Accurate Itemized Wage Statements)

- 22 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 23 2. For reasonable attorneys' fees and costs; and
- 24 3. For such other and further relief as the Court deems proper;

25 **On the Eighth Cause of Action**

26 (Failure to Pay Earned Vacation Wages)

- 27 1. For all earned and unpaid vacation/PTO at the regular rate;
- 28 2. For interest;

3. For reasonable attorneys' fees and costs pursuant to statute; and
4. For such other and further relief as the Court deems proper.

On the Ninth Cause of Action

(Failure to Reimburse Necessary Expenses)

1. For all unreimbursed expenses;
2. For interest;
3. For reasonable attorneys' fees and costs pursuant to statute; and
4. For such other and further relief as the Court deems proper.

On the Tenth Cause of Action

(Violation of the Unfair Competition Law)

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiff for the Defendants' past failure to pay minimum, overtime, on-call, vacation, and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for meal and rest periods that were not provided to Plaintiff over the last four (4) years in an amount according to proof;

2. For reasonable attorneys' fees that Plaintiff are entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197, 1198 ;

3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiff is entitled to recover under the Labor Code; and

5. For such other and further relief as the Court deems proper.

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff respectfully demands a jury trial in this matter to the fullest extent available
3 under the law.

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5 Respectfully submitted,

6 **JAMES HAWKINS APLC**

7 Dated: November 12, 2024

8 
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

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10 Attorneys for Plaintiff
LINDA HUDSON
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