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on behalf of herself and others similarly situated

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

GALE AMOS, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

ICF INCORPORATED, LLC, an entity of
unknown form; ICF INTERNATIONAL,
INC., an entity of unknown form;
EMPLOYBRIDGE LLC AS AGENT FOR
REAL TIME STAFFING SERVICES, an
entity of unknown form; and DOES 1 through
50, inclusive,

Defendants.

Case No. 24CV025271

CLASS ACTION

Assigned for All Purposes To:

Hon. Lauri A. Damrell

Dept.: 22

**FIRST AMENDED CLASS
ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
4. Violation of Labor Code § 226(a);
5. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
6. Penalties Pursuant to Labor Code § 203;
7. Violation of Business & Professions Code § 17200 *et seq.*; and
8. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff GALE AMOS, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants ICF
8 INCORPORATED, LLC, an entity of unknown form; ICF INTERNATIONAL, INC., an entity of
9 unknown form; EMPLOYBRIDGE LLC AS AGENT FOR REAL TIME STAFFING SERVICES,
10 an entity of unknown form; and DOES 1 through 50 (all defendants being collectively referred to
11 herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various
12 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
13 (IWC) and California Business & Professions Code, and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in Sacramento County, and in other nonexempt positions throughout
18 California, and consistently worked at Defendants’ behest without being paid all wages due. More
19 specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock for their daily work
27 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class
28 members by rounding hours worked to reflect scheduled shift start and end times as opposed to

1 actual hours worked. Defendants thus failed to pay Plaintiff and the Class members for all hours
2 worked and provided them with inaccurate wage statements that prevented Plaintiff and the Class
3 from learning of these unlawful pay practices.

4 **THE PARTIES**

5 **A. The Plaintiff**

6 4. Plaintiff GALE AMOS has resided in California and during the time period
7 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
8 the State of California.

9 **B. The Defendants**

10 5. Defendant ICF INCORPORATED, LLC is an entity of unknown form with its
11 principle executive offices in Reston, Virginia and has been listed as the employer on Plaintiff's
12 paystubs during the relevant time period. ICF INCORPORATED, LLC does not list a mailing
13 address with the California Secretary of State but upon information and belief employs Plaintiff
14 and the Class members at Defendants' offices and facilities in Sacramento, California, and
15 throughout California and conducts business throughout California.

16 6. Defendant ICF INTERNATIONAL, INC. is an entity of unknown form with its
17 principle executive offices in Sacramento, California and has been listed as the employer on
18 Plaintiff's personnel file during the relevant time period. ICF INTERNATIONAL, INC. does not
19 list a mailing address with the California Secretary of State, but upon information and belief,
20 employs Plaintiff and the Class members in Sacramento County, including at Defendants' offices
21 and facilities in Sacramento, California, and throughout California and conducts business
22 throughout California.

23 7. Defendant EMPLOYBRIDGE LLC AS AGENT FOR REAL TIME STAFFING
24 SERVICES is an entity of unknown form with its principle executive offices in Farmers Branch,
25 Texas, and has been listed as the employer on Plaintiff's wage statements during the relevant time
26 period. EMPLOYBRIDGE LLC AS AGENT FOR REAL TIME STAFFING SERVICES does not
27 list a mailing address with the California Secretary of State, but upon information and belief,
28 employs Plaintiff and the Class members in Sacramento County, including at Defendants' offices

1 and facilities in Sacramento, California, and throughout California and conducts business
2 throughout California.

3 8. Additionally, under California Labor Code § 2810.3, Defendants ICF
4 INCORPORATED, LLC and ICF INTERNATIONAL, INC. share with Defendant
5 EMPLOYBRIDGE LLC AS AGENT FOR REAL TIME STAFFING SERVICES, and any other
6 staffing agency it uses, in civil legal responsibility for all workers supplied to Defendants ICF
7 INCORPORATED, LLC and ICF INTERNATIONAL, INC. for their collective failure to pay all
8 earned wages. California Labor Code § 2810.3 requires that “A client employer shall share with a
9 labor contractor all civil legal responsibility and civil liability for all workers supplied by that
10 labor contractor for...the payment of wages.” A “labor contractor” (here, Defendant
11 EMPLOYBRIDGE LLC AS AGENT FOR REAL TIME STAFFING SERVICES), is defined as
12 “an individual or entity that supplies, either with or without a contract, a client employer with
13 workers to perform labor within the client employer’s usual course of business.” “Client
14 employer” (here Defendants ICF INCORPORATED, LLC and ICF INTERNATIONAL, INC.) is
15 defined as “a business entity, regardless of its form, that obtains or is provided workers to perform
16 labor within its usual course of business from a labor contractor.” Upon information and belief,
17 Defendants ICF INCORPORATED, LLC and ICF INTERNATIONAL, INC. are and have been
18 client employers within the definition of Labor Code § 2810.3 and share with Defendant
19 EMPLOYBRIDGE LLC AS AGENT FOR REAL TIME STAFFING SERVICES, the labor
20 contractor, all civil legal responsibility and civil liability for failure to pay all wages earned by
21 Plaintiff and the Class Members.

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

Does 1 through 50 when their identities become known.

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

JURISDICTION AND VENUE

11. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Sacramento County, Defendants maintain and operate company offices and facilities in Sacramento County, and Defendants employ Plaintiff and other Class members in Sacramento County and throughout California.

FACTUAL BACKGROUND

12. The Employees who comprise the Class and Collective, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift” without compensation by logging into computers and making themselves available to respond to

1 work demands. Defendants also had a uniform policy and practice of rounding all time entries to
2 reflect scheduled shift start and end times rather than paying Plaintiff and the Class members for
3 all hours and minutes they actually worked. Defendants generally rounded time entries to the
4 detriment of the Employees, and these unlawfully rounded time entries were inputted into
5 Defendants' payroll system from which wage statements and payroll checks were created. Plaintiff
6 also contends that Defendants failed to pay Plaintiff and the Class members all wages due and
7 owing and failed to furnish accurate wage statements, all in violation of various provisions of the
8 California Labor Code and applicable Wage Orders.

9 13. During the course of Plaintiff and the Class members' employment with
10 Defendants, they were not paid all wages they were owed, including for all work performed and
11 for all overtime hours worked. Defendants also failed to maintain timekeeping records for
12 Plaintiff that would permit her to discover the nature and extent of Defendants' unlawful
13 rounding.

14 14. Plaintiff and the Class members worked shifts over eight (8) hours in a day and
15 over forty (40) hours in a work week, but they were not paid at the appropriate overtime rate for
16 all such hours, including by being required to perform work duties and tasks without pay and
17 while off-the-clock, and due to Defendants' unlawful rounding. As a result, Plaintiff and the
18 Class members worked substantial overtime hours during their employment with Defendants for
19 which they were not compensated, in violation of the California Labor Code, applicable IWC
20 Wage Orders.

21 15. As a result of the above described unlawful rounding and the other wage violations
22 they endured at Defendants' hands, Plaintiff and the Class members were not properly paid for all
23 wages earned and for all wages owed to them by Defendants, including when working more than
24 eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result
25 of Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime
26 hours worked for which they were not adequately and completely compensated. To the extent
27 applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5
28 times the regular rate for the first eight hours of the seventh consecutive work day in a week and

1 overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the
2 seventh consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

3 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and
4 continuing to the present, Defendants had a consistent policy or practice of failing to pay
5 Employees for all hours worked and failing to pay minimum wage for all time worked as required
6 by California Law.

7 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants had a consistent policy or practice of failing to pay
9 Employees overtime compensation at premium overtime rates for all hours worked in excess of
10 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
11 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
12 sections of IWC Wage Orders.

13 18. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to provide Employees with timely,
15 accurate, and itemized wage statements as required by California wage-and-hour laws.
16 Specifically, the wage statements given to Employees by Defendants failed to accurately account
17 for wages, overtime, as alleged hereinabove. The wage statements provided to Employees were
18 confusing and required Employees to engage in discovery and refer to outside sources to verify
19 whether their pay was correct, potentially resulting in a miscalculation by the Employees.
20 Furthermore, the wage statements given to Plaintiff and Class members failed to accurately
21 specify the name and address of the employer as required under the law as the wage statements
22 provided to Plaintiff and Class members name an entity that is not registered with the California
23 Secretary of State's Office despite the fact all businesses that wish to conduct business in
24 California need to register with the California Secretary of State's Office.

25 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
26 continuing to the present, Defendants have consistently failed to provide Employees with timely,
27 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

28 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the

1 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
2 performance of their job duties for Defendants including, but not limited to, the costs of
3 purchasing a work phone, monthly phone plans for work phones, bluetooth earpieces, and notary-
4 certification courses and tests, all of which were necessary to perform their duties under
5 Defendants' employ in violation of Labor Code § 2802.

6 21. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
7 continuing to the present, Defendants have consistently failed to keep accurate time and wage
8 records as required by California wage-and-hour laws.

9 22. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
10 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
11 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
12 required by California wage-and-hour laws.

13 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
14 Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
15 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

16 24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
17 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
18 enjoyed from their violations of Labor Code.

19 CLASS ALLEGATIONS

20 25. Plaintiff brings this class action on behalf of herself and all others similarly situated
21 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
22 all individuals employed by Defendants within the State of California at any time within four (4)
23 years of the filing of this lawsuit.

24 26. Further, Plaintiff seeks to represent the following Subclasses composed of and
25 defined as follows:

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

28 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not

1 compensated for all hours worked for Defendants at the required rates of pay, including for all
2 hours worked in excess of eight in a day and/or forty in a week.

3 c. Subclass 3. Failure to Reimburse for Necessary Business Expenditures Subclass.

4 All Class members who were subject to Defendants' failure to reimburse for expenses necessarily
5 incurred in the performance of Employees job duties for Defendants.

6 d. Subclass 4. Wage Statement Subclass. All Class members who, within the
7 applicable limitations period, were not provided with accurate itemized wage statements.

8 e. Subclass 5. Payroll Records Subclass. All Class members who were subject to
9 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
10 by California wage-and-hour laws.

11 f. Subclass 6. Termination Pay Subclass. All Class members who, within the
12 applicable limitations period, either voluntarily or involuntarily separated from their employment
13 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
14 termination.

15 g. Subclass 7. UCL Subclass. All Class members who are owed restitution as a
16 result of Defendants' business acts and practices, to the extent such acts and practices are found to
17 be unlawful, deceptive, and/or unfair.

18 27. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
19 modify the class description with greater particularity or further division into subclasses or
20 limitation to particular issues.

21 28. This action has been brought and may properly be maintained as a class action
22 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
23 of interest in litigation and proposed class is easily ascertainable.

24 **A. Numerosity**

25 29. The potential members of the class as defined are so numerous that joinder of all
26 the member of the class is impracticable. While the precise number of class members has not been
27 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
28 time period relevant to this lawsuit, employed more than 100 individuals within the State of

1 California.

2 30. Accounting for employee turnover during the relevant time period increases this
3 number substantially. Plaintiff alleges that Defendants' employment records will provide
4 information as to the number and location of all class members.

5 **B. Commonality**

6 31. There are questions of law and fact common to the class that predominate over any
7 questions affecting only individual class members. These common questions of law and fact
8 include:

- 9 a. Whether Defendants failed to pay Employees minimum wages;
- 10 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 11 c. Whether Defendants failed to pay Employees overtime as required under Labor
12 Code § 510;
- 13 d. Whether Defendants failed to reimburse Employees for necessary business
14 expenses;
- 15 e. Whether Defendants violated Labor Code § 226(a);
- 16 f. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 17 g. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
18 wages and compensation due and owing at the time of termination of employment;
- 19 h. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 20 i. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 21 j. Whether Employees are entitled to equitable relief pursuant to Business and
22 Professions Code § 17200 *et seq.*

23 **C. Typicality**

24 32. The claims of the named plaintiff are typical of those of the other Employees.
25 Employees all sustained injuries and damages arising out of and caused by Defendants' common
26 course of conduct in violation of statutes, as well as regulations that have the force and effect of
27 law, as alleged herein.

28 ///

1 **D. Adequacy of Representation**

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

5 **E. Superiority of Class Action**

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

11 35. Class action treatment will allow those persons similarly situated to litigate their
12 claims in the manner that is most efficient and economical for the parties and the judicial system.
13 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

16 **(Against All Defendants)**

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

19 37. Defendants failed to pay Employees minimum wages for all hours worked.
20 Defendants had a consistent policy of misstating Employees time records and failing to pay
21 Employees for all hours worked. Employees would work hours and not receive wages, including
22 as alleged above in connection with rounding of timekeeping entries, and working "pre-shift" and
23 "post-shift" without compensation by logging into computers and making themselves available to
24 respond to work demands. Defendants have also intentionally and improperly rounded, changed,
25 adjusted, and/or modified Employee hours, while benefiting Defendants. Defendants thus
26 regularly failed to pay minimum wages to Plaintiff and Class members, including by unlawful
27 rounding to their detriment. Moreover, Defendants did not pay Plaintiff and Employees at the
28 applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage

1 and hour practices manifested, without limitation, applicable to the Class as a whole, as a result
2 of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and
3 the other members of the Class as to minimum wage pay.

4 38. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
5 states:

6 The minimum wage for employees fixed by the commission is the
7 minimum wage to be paid to employees, and the payment of a less
8 wage than the minimum so fixed is unlawful.

9 39. The applicable minimum wages fixed by the commission for work during the
10 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
11 therefore entitled to double the minimum wage during the relevant period.

12 40. The minimum wage provisions of California Labor Code are enforceable by private
13 civil action pursuant to California Labor Code § 1194(a) which states:

14 Notwithstanding any agreement to work for a lesser wage, any
15 employee receiving less than the legal minimum wage or the legal
16 overtime compensation applicable to the employee is entitled to
17 recover in a civil action the unpaid balance of the full amount of
18 this minimum wage or overtime compensation, including interest
19 thereon, reasonable attorney's fees and costs of suit.

20 41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
21 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

22 42. California Labor Code § 1194.2 also provides for the following remedies:

23 In any action under Section 1194 . . . to recover wages because of
24 the payment of a wage less than the minimum wages fixed by an
25 order of the commission, an employee shall be entitled to recover
26 liquidated damages in an amount equal to the wages unlawfully
27 unpaid and interest thereon.

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

44. Wherefore, Employees are entitled to recover the unpaid minimum wages
(including double minimum wages), liquidated damages in an amount equal to the minimum

1 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
2 to California Labor Code § 1194(a).

3 **SECOND CAUSE OF ACTION**

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

5 **(Against All Defendants)**

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

8 46. By their conduct, as set forth herein, Defendants violated California Labor Code §
9 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
10 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
11 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
12 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
13 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
14 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
15 paying Employees wages for all hours worked including time off the clock working "pre-shift"
16 and "post-shift" without compensation by logging into computers and making themselves
17 available to respond to work demands. Defendants have also intentionally and improperly
18 rounded, changed, adjusted, and/or modified Employee hours, while benefiting Defendants.
19 Employees regularly worked over 8 hours on a given day or over 40 hours in a given week
20 without receiving overtime compensation.

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

27 48. Employees have been damaged by these violations of California Labor Code §§
28 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

49. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

IN VIOLATION OF LABOR CODE § 2802

(Against All Defendants)

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

51. Under Labor Code § 2802(a), an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

52. Employees incurred necessary expenditures in the performance of their job duties for Defendants, including but not limited to the costs of purchasing a work phone, monthly phone plans for work phones, bluetooth earpieces, and notary-certification courses and tests, all of which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

53. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)

(Against All Defendants)

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

55. California Labor Code § 226(a) requires an employer to furnish each of his or her

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

7 56. Defendants failed to provide Employees with accurate itemized wage statements in
8 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
9 Defendants, failed to accurately account for wages and overtime and reflected incorrect hours
10 worked due to the rounding of timekeeping entries, all of which Defendants knew or reasonably
11 should have known were owed to Employees, as alleged hereinabove. Moreover, the wage
12 statements given to Plaintiff and Class members failed to accurately specify the name and address
13 of the employer as required under the law as the wage statements provided to Plaintiff and Class
14 members name an entity that is not registered with the California Secretary of State's Office
15 despite the fact all businesses that wish to conduct business in California need to register with the
16 California Secretary of State's Office. The wage statements provided to Employees were confusing
17 and required Employees to engage in discovery and refer to outside sources to verify whether their
18 pay was correct, potentially resulting in a miscalculation by the Employees.

19 57. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
20 Employees suffered injuries, including among other things confusion over whether they received
21 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
22 forcing them to make mathematical computations to analyze whether the wages paid in fact
23 compensated them correctly for all hours worked.

24 58. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
25 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
26 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
27 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
28 award of costs and reasonable attorneys' fees.

59. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each pay period.

60. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown according to proof.

FIFTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174

AND 1174.5

(Against All Defendants)

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

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

63. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages, overtime, and premium pay as discussed above.

64. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

1 66. Numerous Employees are no longer employed by Defendants; they either quit
2 Defendants' employ or were fired therefrom.

3 67. Labor Code §201.3 sets forth the timing requirements for the payment of
4 wages due during an employee's employment and upon separation of employment from a
5 temporary services employer such as Defendants here.

6 68. Labor Code §201.3(b)(1) states: "Except as provided in paragraphs (2) to (5),
7 inclusive, if an employee of a temporary services employer is assigned to work for a client,
8 that employee's wages are due and payable no less frequently than weekly, regardless of
9 when the assignment ends, and wages for work performed during any calendar week shall
10 be due and payable not later than the regular payday of the following calendar week. A
11 temporary services employer shall be deemed to have timely paid wages upon completion
12 of an assignment if wages are paid in compliance with this subdivision."

13 69. Labor Code §201.3(b)(2) states: "If an employee of a temporary services
14 employer is assigned to work for a client on a day-to-day basis, that employee's wages are
15 due and payable at the end of each day, regardless of when the assignment ends, if each of
16 the following occurs: (A) The employee reports to or assembles at the office of the
17 temporary services employer or other location[;] (B) The employee is dispatched to a
18 clients worksite each day and returns to or reports to the office of the temporary services
19 employer or other location upon completion of the assignment [; and] (C) The employee's
20 work is not executive, administrative, or professional, as defined in the wage orders of the
21 Industrial Welfare Commission, and is not clerical."

22 70. Labor Code §201.3(b)(3) states "[i]f an employee of a temporary services
23 employer is assigned to work for a client engaged in a trade dispute, that employee's wages
24 are due and payable at the end of each day, regardless of when the assignment ends."

25 71. Labor Code §201.3(b)(4) and (5) provides that employees of a temporary
26 services employer assigned to work for a client and is discharged or quits his or her
27 employment with the temporary services employer, wages are due and payable as provided
28 in California Labor Code §§201 and 202, respectively.

72. Labor Code §201.3(c) states that “[a] temporary services employer who violates this section shall be subject to the civil penalties provided for in Section 203, and to any other penalties available at law.”

73. During the relevant time period and through their conduct including that alleged herein, Defendants failed and refused, and continue to fail and refuse, to pay Employees their wages, earned and unpaid, during employment by the times set forth by Labor Code §201.3.

74. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

75. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

76. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

SEVENTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

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

1 80. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
2 business practices.

3 81. Wage-and-hour laws express fundamental public policies. Paying employees their
4 wages and overtime, etc., are fundamental public policies of California. Labor Code § 90.5(a)
5 articulates the public policies of this State vigorously to enforce minimum labor standards, to
6 ensure that employees are not required or permitted to work under substandard and unlawful
7 conditions, and to protect law-abiding employers and their employees from competitors who lower
8 costs to themselves by failing to comply with minimum labor standards.

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

15 83. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
16 violation of the Business & Professions Code § 17200 *et seq.*

17 84. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
18 overtime, etc., either knew or in the exercise of reasonable care should have known that their
19 conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200
20 *et seq.*

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

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

1 have unlawfully failed to pay.

2 **EIGHTH CAUSE OF ACTION**

3 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

4 **(Against All Defendants)**

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

7 88. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
8 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
9 alleged violators, Defendants.

10 89. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
11 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
12 penalty provisions, without limitation, based on the following California Labor Code sections:
13 201, 201.3, 202, 203, 204, 210, 226, 226.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
14 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

15 90. The penalties shall be allocated as follows: 65% to the Labor and Workforce
16 Development Agency (LWDA) and 35% to the affected employee.

17 91. Employees also seek any and all penalties and remedies set forth in Labor Code §
18 558, which states:

19 92. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
20 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
21 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
22 for each violation in a subsequent citation, for which the employer fails to provide the employee a
23 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
24 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

25 93. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
26 LWDA and Defendants postmarked December 11, 2024. The LWDA has not provided notice of
27 its intent to investigate the alleged violations withing 65 calendar days of the postmark date of the
28 letters.

1 **RELIEF REQUESTED**

2 WHEREFORE, Plaintiff prays for the following relief:

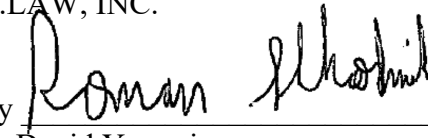
- 3 1. For an order certifying this action as a class action;
- 4 2. For compensatory damages in the amount of the unpaid minimum wages for work
5 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
6 the filing of this action, as may be proven;
- 7 3. For liquidated damages in the amount equal to the unpaid minimum wage and
8 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 9 4. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 10 5. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 11 6. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
12 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 13 7. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 14 8. For restitution for unfair competition pursuant to Business & Professions Code
15 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 16 9. For compensatory damages in the amount of all previously unreimbursed business
17 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
18 from four (4) years prior to the original filing of this action, as may be proven;
- 19 10. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 20 11. For an order enjoining Defendants and their agents, servants, and employees, and
21 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
22 duties adumbrated in this Complaint;
- 23 12. For all general, special, and incidental damages as may be proven;
- 24 13. For an award of pre-judgment and post-judgment interest;
- 25 14. For an award providing for the payment of the costs of this suit;
- 26 15. For an award of attorneys' fees; and
- 27 16. For such other and further relief as this Court may deem proper and just.

28 ///

1 DATED: February 14, 2025

D.LAW, INC.

2
3 By



David Yeremian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
GALE AMOS
and the putative class

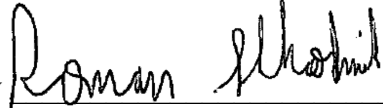
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DEMAND FOR JURY TRIAL

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

DATED: February 14, 2025

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
GALE AMOS
and the putative class

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

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

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


Kathryn Perez