

Nicholas J. Ferraro (State Bar No. 306528)  
Lauren N. Vega (State Bar No. 306525)  
Elyssa Martinez (State Bar No. 355589)  
Ferraro Vega Employment Lawyers, Inc.  
3333 Camino del Rio South, Suite 300  
San Diego, California 92108  
(619) 693-7727 main / (619) 350-6855 fax  
nick@ferrarovega.com / lauren@ferrarovega.com  
elyssa@ferrarovega.com

*Attorneys for Plaintiff Emily Wassink*

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego  
12/16/2024 1:16:22 PM

Clerk of the Superior Court  
By B. Montijo ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

EMILY WASSINK, on behalf of others similarly  
situated,

Plaintiffs,

vs.

ALTERNATIVE BEHAVIOR STRATEGIES  
LLC, a Utah limited liability company, and  
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU028600C

**CLASS ACTION**

**CLASS ACTION COMPLAINT**

1. Failure to Pay All Wages Owed
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Paid Sick Leave Violations
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Failure to Reimburse Business Expenses
10. Unfair Competition

1 Plaintiff EMILY WASSINK (“Plaintiff”), on behalf of all others similarly brings CLASS  
2 ACTION COMPLAINT against Defendants ALTERNATIVE BEHAVIOR STRATEGIES LLC and  
3 DOES 1 through 50, inclusive (collectively “Defendants”), alleging as follows:

### 4 **INTRODUCTION**

5 1. Plaintiff brings the instant class action on behalf of herself and similarly situated current  
6 and former employees of Defendants for a series of systemic violations of the California Labor Code  
7 and IWC Wage Orders.

8 2. Defendants failed to pay Plaintiff and the class members for all regular and overtime  
9 hours due to their policy and practice of editing time records and removing hours worked (i.e.  
10 timeshaving).

11 3. Defendants underpaid overtime, paid sick leave, and premiums by failing to include  
12 non-discretionary bonuses, differentials, and all other forms of non-excludable remuneration into the  
13 regular rate of pay calculations.

14 4. Defendants failed to provide, authorize, and/or permit the class members to take all  
15 meal and rest periods to which they were entitled.

16 5. Defendants failed to properly reimburse Plaintiff and class members for use of their  
17 personal laptops for work-related purposes in direct consequence of their job duties.

18 6. Defendants’ employment policies, practices, and payroll administration systems  
19 enabled and facilitated these violations on a company-wide basis with respect to the class members.  
20 Plaintiff seeks to recover the damages, wages, interest, and penalties, in addition to attorneys’ fees and  
21 costs, according to proof.

### 22 **JURISDICTION & VENUE**

23 7. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the  
24 California Constitution as the causes of action are premised upon violations of California law.

25 8. The monetary damages and restitution sought exceed the minimal jurisdiction limits of  
26 the Superior Court.

27 9. This Court has jurisdiction over Defendants because, upon information and belief,  
28 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail

1 themselves to the California economy so as to render the exercise of jurisdiction over them by the  
2 California courts consistent with traditional notions of fair play and substantial justice.

3 10. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,  
4 and/or 395.5 because, upon information and belief, Defendants conducted business and committed  
5 some of the alleged violations in this County.

6 **PARTIES**

7 **A. Plaintiff Emily Wassink**

8 11. Plaintiff Wassink is an individual over 18 years of age who worked for Defendants in  
9 California as a non-exempt employee from about October 2013 to September 2017 and August 2019  
10 to April 2023, most recently in the position of Behavior Analyst Trainee.

11 **B. Defendants**

12 12. Defendant Alternative Behavior Strategies LLC is a Utah limited liability company that  
13 maintains operations and conducts business throughout the State of California, including in this  
14 county.

15 13. The true names and capacities, whether individual, corporate, or otherwise, of the  
16 parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued  
17 by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,  
18 each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some  
19 manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their  
20 true names and capacities once ascertained.

21 14. Upon information and belief, Defendants in this action are employers, co-employers,  
22 joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised  
23 control over the wages, hours, and working conditions of the employees, suffered and permitted them  
24 to work, and otherwise engaged them as employees under California law.

25 15. Upon information and belief, at least some of the Defendants have common ownership,  
26 common management, interrelationship of operations, and centralized control over labor relations and  
27 are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and  
28 omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

16. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

## CLASS ALLEGATIONS

17. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

a. All current and former non-exempt employees who worked for Defendants in California at any time from four years (plus the additional 178-day statutory tolling period under Emergency Rule 9) prior to the filing of this action through date of class certification.

18. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

19. The class is ascertainable and shares a well-defined community of interest in this litigation:

a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants' employment and payroll records.

b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.

c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys

1 who have substantial experience prosecuting, defending, resolving, and  
2 litigating wage and hour class, collective, and representative actions in  
3 California state and federal courts.

4 d. Superiority: A class action is superior to other means for adjudicating this  
5 dispute. Individual joinder is impractical. Class treatment will allow for  
6 common issues to be resolved in a single forum, simultaneously, and without  
7 duplication of effort and expense.

8 e. Public Policy Considerations: Certification of this lawsuit as a class action  
9 advances the State of California's strong public interest in ensuring its  
10 approximately millions of employed residents are properly paid the wages they  
11 earned for the hours they worked. Class actions provide a mechanism for  
12 enforcement of labor laws and allow for vindication of employee rights by  
13 unnamed class members.

14 20. Common questions of law and fact as to the class members predominate over questions  
15 affecting only individual members. The common questions of law and fact exist as to whether the  
16 employment policies and practices formulated by Defendants and applied to the class members  
17 constitute violations of California law.

#### 18 **GENERAL ALLEGATIONS**

19 21. Defendants failed to pay Plaintiff and the class members at the lawful minimum wage  
20 rate for all hours worked, resulting in unpaid minimum wages.

21 22. Specifically, Defendants maintained a policy and practice of requiring off-the-clock  
22 work.

23 23. For example, due to a heavy workload, Plaintiff and the class members often completed  
24 work outside of their scheduled hours in order to complete it all. Additionally, Plaintiff recalls the  
25 insurance would only authorize a certain number of hours. Any hours outside of that, that were  
26 required to complete their work, went unpaid.

27 24. Second, Defendants engaged in a practice of removing hours worked or *timeshaving*,  
28 when Plaintiff and the class members worked outside of their scheduled hours.

1           25.     Specifically, Defendants required Plaintiff and the class members to submit forms  
2 adjusting their hours back to their scheduled hours.

3           26.     An illustrative example of these perfectly rounded time records from March 9, 2023 to  
4 March 16, 2023 showing, every punch was perfectly rounded to the nearest 15th minute. Plaintiff's  
5 time records throughout her employment reveal similar situations.

6           27.     These hours are incorrect each time Defendant as a matter of policy and practice  
7 effectively removed hours actually worked.

8           28.     Defendant failed to pay Plaintiff and the class members overtime wages and the lawful  
9 rate of pay for overtime hours worked, resulting in unpaid overtime wages.

10          29.     To the extent that Defendants' unlawful practice of time shaving resulted in removing  
11 hours worked over 8 hours in a day or 40 hours in a week, this resulted in unpaid overtime.

12          30.     Additionally, Defendants failed to pay overtime at the "regular rate of pay."

13          31.     Defendants paid class members additional non-excludable remuneration, including  
14 non-discretionary bonuses, commissions, and other remuneration that Defendant failed to include in  
15 the regular rate of pay with respect to overtime. Instead, Defendants unlawfully paid overtime to  
16 Plaintiff and the class members at 1.5x their base hourly rate

17          32.     Defendant failed to comply with California's paid sick leave laws with respect to the  
18 class members.

19          33.     Defendants maintained unlawful practices of time editing and requiring off-the-clock  
20 work. For each hour worked, but for which no paid sick leave was accrued, Defendants failed to  
21 provide all owed paid sick leave hours to Plaintiff and the class members. On information and belief,  
22 Defendants did not include hours worked off the clock when calculating the total accrued sick leave  
23 they had earned.

24          34.     Defendants failed to pay sick leave at the lawful statutory rate inclusive of all non-  
25 discretionary earnings.

26          35.     The failure to calculate and pay paid sick leave at one of the lawful rates set forth in  
27 Labor Code §§ 246(l)(1)-(3) and 247 *et seq.* was applied as a matter of common policy and practice  
28 to class members.

1           36. Plaintiff and class members routinely experienced missed, late, short, and interrupted  
2 meal periods in order to keep up with the high demands of the job.  
3 However, as a common matter of policy and practice, Defendants failed to pay all owed meal period  
4 premiums.

5           37. Specifically, Plaintiff and the class members would be scheduled back-to-back  
6 appointments which prevented them from being relieved to take a compliant meal period.

7           38. Additionally, Plaintiff and the class members would often work through their unpaid  
8 meal period to drive to their next client appointment.

9           39. Further, Defendants required Plaintiff and class members to finish their client  
10 appointments before taking a break.

11           40. As such, Plaintiff and the class members would often work during their unpaid meal  
12 period, resulting in frequent missed, late, or otherwise non-compliant meal periods.

13           41. As a matter of common policy and practice, Defendants failed to pay Plaintiff and the  
14 class members meal period premiums for these non-compliant meal periods.

15           42. To the extent that Defendants ever paid a meal period premium, Defendants failed to  
16 pay Plaintiff and other class members a meal period premium at the “regular rate of compensation”  
17 because premiums paid did not factor in all forms of non-excludable remuneration including bonuses  
18 and commissions.

19           43. To the extent Defendants maintained a meal period waiver, this waiver is inapplicable  
20 each time Plaintiff and the class members worked more than 6 hours in a day.

21           44. Similarly, Defendants had a policy and practice of denying these employees their  
22 entitled rest periods.

23           45. Defendants further failed to pay Plaintiff and the class members rest period premiums  
24 at the regular rate of pay for the non-compliant rest periods.

25           46. To the extent Defendants ever paid a rest period premium, Defendants violated Labor  
26 Code section 226.7 because such premiums were not paid at the correct regular rate of compensation  
27 to the class members, which would have factored in bonuses and all other types of non-excludable  
28 additional remuneration.

47. Defendants required Plaintiff and the class members to incur necessary, work-related costs, without adequate reimbursement.

48. Specifically, Defendants required Plaintiff and the class members to use their personal laptops and home internet for work-related duties with no reimbursement.

49. In direct consequence of their job duties, Plaintiff and the class members unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice.

50. Because of these violations, Defendants failed to provide accurate, itemized wage statements to Plaintiff and the class members that included accurate gross or net wages earned due to the off-the-clock and time shaving violations.

51. Defendants failed to accurately state the “gross wages earned” and “net wages earned” in violation of Labor Code § 226(a)(1) and (5), as Plaintiff and class members’ earned wages and premiums that were not paid, resulted in an inaccurate reflection, and recording of “gross wages earned” and “net wages earned” on those wage statements.

52. Second, Defendants violated Labor Code section 226(a)(2) by failing to list employees’ “total hours worked,” as class members worked off-the-clock to perform the various work-related tasks described above, rendering the total hours listed as an inaccurate reflection of hours worked.

53. Third, in violation of Labor Code section 226(a)(9), the hourly rates and corresponding hours worked at those rates are incorrectly listed on Plaintiff’s and class members’ wage statements.

54. These violations create derivative liability for failure to pay all wages owed each payday or upon separation of employment.

### **FIRST CAUSE OF ACTION**

#### **FAILURE TO PAY ALL WAGES OWED**

##### **Violation of Labor Code §§ 200, 218, 1194, 1194.2 and 1197**

##### **(All Claims Alleged by Plaintiff and Class Members Against All Defendants)**

55. All outside paragraphs of this Complaint are incorporated into this section.

56. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 200, 218, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of Work” and “Minimum Wages” sections of the applicable orders), which require non-

1 exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of  
2 work, and further provide a private right of action for an employer's failure to pay all minimum wages  
3 (plus liquidated damages). In addition to minimum wages, Labor Code § 200 states that "'wages'  
4 includes all amounts for labor performed by employees of every description, whether the amount is  
5 fixed or ascertained by the standard of time, task, piece, commission basis, or other method of  
6 calculation."

7 57. Defendants willfully failed in their affirmative obligation to pay Plaintiff and class  
8 members at least the lawful minimum wage for each hour worked in violation of Labor Code sections  
9 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days of  
10 Work" and "Minimum Wages" sections of the applicable orders), including payment at the lawful  
11 local and county minimum wage ordinances in effect. As a result, Defendants are liable for all  
12 associated damages, including liquidated damages for the minimum wage violations pursuant to Labor  
13 Code § 1194.2.

14 58. Defendants' unlawful acts and omissions deprived Plaintiff and class members of  
15 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and class  
16 members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an  
17 amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys'  
18 fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2,  
19 218.6 and any other applicable statutes.

## 20 **SECOND CAUSE OF ACTION**

### 21 **FAILURE TO PAY ALL OVERTIME WAGES**

#### 22 **Violation of Labor Code §§ 510 and 1194**

23 59. All outside paragraphs of this Complaint are incorporated into this section.

24 60. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code  
25 §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime  
26 wages all overtime hours worked, and which further provide a private right of action for an employer's  
27 failure to pay all overtime compensation for overtime hours worked.

61. Defendants failed in their affirmative obligation to pay Plaintiff and class members no less than one and one-half times their respective “regular rate of pay” for all hours worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of work in any one workweek, and no less than twice their respective “regular rate of pay” for all hours over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC Wage Orders (the “Hours and Days of Work” sections of the applicable orders).

62. Plaintiff and class members are entitled to recover the full amount of the unpaid overtime, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the extent permitted by law.

### **THIRD CAUSE OF ACTION**

#### **MEAL PERIOD VIOLATIONS**

##### **Violation of Labor Code §§ 226.7 and 512**

63. All outside paragraphs of this Complaint are incorporated into this section.

64. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or meal period premiums in lieu thereof), and which further provide a private right of action for an employer’s failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful regular rate of compensation.

65. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

66. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code

sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

67. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the extent permitted by law.

#### **FOURTH CAUSE OF ACTION**

##### **REST PERIOD VIOLATIONS**

###### **Violation of Labor Code §§ 226.7 and 516**

68. All outside paragraphs of this Complaint are incorporated into this section.

69. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer’s failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

70. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

71. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

#### **FIFTH CAUSE OF ACTION**

##### **FAILURE TO PAY ALL PAID SICK LEAVE WAGES**

###### **Violation of Labor Code §§ 200, 218, 246 *et seq.***

72. All outside paragraphs of this Complaint are incorporated into this section.

73. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

74. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class members, govern how Defendants were required to calculate paid sick leave.

75. Defendants failed to pay Plaintiff and class members their paid sick leave wages at one of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their sick leave calculation the additional remuneration received by Plaintiff and class members (i.e., at the regular rate of pay and/or calculated based on total wages earned).

76. Furthermore, to the extent the paid sick leave paid constitutes Covid-related paid sick leave, Defendants knowingly and intentionally failed in their affirmative obligation to pay Covid-19 Supplemental Sick Leave wages to class members at the correct accrual rate or hourly pay rate in violation of Labor Code sections 246, 248.1, 248.2, and 248 *et seq.*

77. As a result, Defendants violated the Labor Code and are liable to Plaintiff and class members for underpaid sick leave wages, in addition to interest, attorneys’ fees, and costs.

## **SIXTH CAUSE OF ACTION**

### **UNTIMELY PAYMENT OF WAGES**

#### **Violation of Labor Code §§ 204, 210, 218**

78. All outside paragraphs of this Complaint are incorporated into this section.

79. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay period, and which further provide a private right of action for an employer’s failure to comply with this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due under these sections, including Labor Code § 210(c)’s statutory late payment penalties.

1           80. Defendants willfully failed in their affirmative obligation to timely pay all wages,  
2 including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice  
3 during each calendar month on days designated in advance by the employer as regular paydays (for  
4 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly  
5 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the  
6 “Minimum Wages” sections of the applicable orders).

7           81. Plaintiff and class members are entitled to recover the full amount of the unpaid wages,  
8 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay  
9 each employee and \$200 for all subsequent violations and for all willful or intentional violations for  
10 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided  
11 in Labor Code § 210, in addition to interest, attorneys’ fees, and costs to the extent permitted by law.

12                           **SEVENTH CAUSE OF ACTION**

13                           **WAGE STATEMENT VIOLATIONS**

14                           **Violation of Labor Code § 226**

15           82. All outside paragraphs of this Complaint are incorporated into this section.

16           83. This cause of action is brought by a wage statement subclass pursuant to Labor Code  
17 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each  
18 pay period, and which further provide a private right of action for an employer’s failure to comply  
19 with this obligation.

20           84. Defendants knowingly and intentionally failed in their affirmative obligation to provide  
21 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and  
22 class members. Specifically, the wage statements issued to Plaintiff and class members did not  
23 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

24           85. Defendants’ unlawful acts and omissions deprived Plaintiff and class members of  
25 accurate itemized wage statements, causing confusion and concealing wage and premium  
26 underpayments.

27           86. As a result, Plaintiff and class members are entitled to recover the statutory penalty of  
28 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for

each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 226(e).

#### **EIGHTH CAUSE OF ACTION**

##### **WAITING TIME PENALTIES**

###### **Violation of Labor Code §§ 201 *et seq.***

87. All outside paragraphs of this Complaint are incorporated into this section.

88. This cause of action is brought by a waiting time subclass pursuant to Labor Code §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of employment, and which further provide a private right of action to recover statutory waiting time penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days wages.

89. Defendants willfully failed and continue to fail in their affirmative obligation to pay all wages earned and unpaid to Plaintiff and class members immediately upon termination of employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

90. Plaintiff and class members are entitled to recover a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

#### **NINTH CAUSE OF ACTION**

##### **FAILURE TO REIMBURSE BUSINESS EXPENSES**

###### **Violation of Labor Code § 2802**

91. All outside paragraphs of this Complaint are incorporated into this section.

92. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and a reimbursement subclass for all necessary expenditures, losses, expenses, and costs incurred by them in direct discharge of the duties of their employment, in violation of Labor Code section 2802.

93. Defendants' unlawful acts and omissions deprived Plaintiff and class members of lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and class

1 members are entitled to recover the amount unreimbursed expenses of Plaintiff and class members in  
2 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor  
3 Code section 2802.

4 **TENTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **Violation of Business and Professions Code §§ 17200 *et seq.***

7 94. All outside paragraphs of this Complaint are incorporated into this section.

8 95. Defendants have engaged and continue to engage in unfair and/or unlawful business  
9 practices in the State of California in violation of California Business and Professions Code § 17200  
10 by committing the foregoing wage and hour violations alleged throughout this Complaint.

11 96. Defendants' dependence on these unfair and/or unlawful business practices deprived  
12 Plaintiff and continue to deprive other class members of compensation to which they are legally  
13 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to  
14 Defendants over competitors who have been and/or are currently employing workers in compliance  
15 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair  
16 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

17 97. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this  
18 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full  
19 restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired,  
20 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

21 98. Plaintiff does not have an adequate remedy at law for past or future violations, to the  
22 extent the statute of limitations on each of the alleged causes of action do not extend to the four-year  
23 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order  
24 violations do not provide a private right of action.

25 99. Plaintiff and class members are entitled to injunctive relief against Defendants,  
26 restitution, and other equitable relief to return all funds over which Plaintiff and class members have  
27 an ownership interest and to prevent future damage and the public interest under Business and  
28 Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,

attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

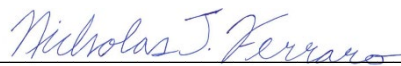
**PRAYER**

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5.
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For such other relief the Court deems just and proper.

Dated: December 16, 2024

***Ferraro Vega Employment Lawyers, Inc.***



Nicholas J. Ferraro

*Attorneys for Plaintiff Emily Wassink*