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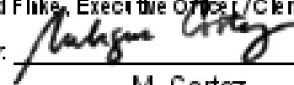
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County of Alameda

05/01/2025

Clad Fike, Executive Officer/Clerk of the Court

By:  Deputy
M. Cortez**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

NIA GILBERT, an individual, on behalf of
herself, and on behalf of all persons similarly
situated, and on behalf of the State of California
as private attorney general,

Plaintiff,

vs.

BEACON HILL STAFFING GROUP, LLC, a
Limited Liability Company; RELX INC., a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV090145

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-203, 233, 246; and
10. CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ. FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 204, 210, 218, 221, 226(A), 226.7, 227.3, 246, 510, 512, 558(A)(1)(2), 1194, 1197, 1197.1, 1198, 2802, CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11040, SUBDIVISION 5(A)-(B), CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11070(14) (FAILURE TO PROVIDE SEATING), AND THE APPLICABLE WAGE ORDER(S).

DEMAND FOR A JURY TRIAL

Nia Gilbert (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees allege on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following.

THE PARTIES

1. Beacon Hill Staffing Group, LLC is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

2. Relx Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

3. Beacon Hill Staffing Group, LLC and/or Relx Inc. were the joint employers of PLAINTIFF as evidenced by paycheck, standardized company employment handbooks, by standardized policies and procedures, by the company PLAINTIFF performed work for respectively and by the California Secretary of State Business Information which includes but is not limited the same mailing and business addresses and same agent for service of process, and are therefore jointly responsible as employers for the conduct alleged herein, and are therefore collectively referred to herein as (“DEFENDANT”).

4. DEFENDANT provides legal solutions in California.

5. PLAINTIFF was employed by DEFENDANT in California from April of 2023 to February 6, 2024. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

6. PLAINTIFF brings this Class Action on behalf of herself and a California class, defined as all individuals who are or previously were employed by Beacon Hill Staffing Group, LLC and/or Relx Inc. in California, including any employees staffed with Beacon Hill Staffing Group, LLC and/or Relx Inc. by a third party, and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning on September 4, 2020 and ending on the date as determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1 7. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
3 CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which failed to
4 lawfully compensate these employees. DEFENDANT's policy and practice alleged herein was an
5 unlawful, unfair and deceptive business practice whereby DEFENDANT retained and continues to
6 retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF
7 and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by
8 DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the
9 CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and current
10 unlawful conduct, and all other appropriate legal and equitable relief.

11 8. The true names and capacities, whether individual, corporate, subsidiary, partnership,
12 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
13 PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ.
14 Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names
15 and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed
16 and believe, and based upon that information and belief alleges, that the Defendants named in this
17 Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or
18 more of the events and happenings that proximately caused the injuries and damages hereinafter
19 alleged.

20 9. The agents, servants and/or employees of the Defendants and each of them acting on
21 behalf of the Defendants acted within the course and scope of his, her or its authority as the agent,
22 servant and/or employee of the Defendants, and personally participated in the conduct alleged herein
23 on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of
24 each Defendant are legally attributable to the other Defendants and all Defendants are jointly and
25 severally liable to PLAINTIFF and the other members of the CALIFORNIA CLASS, for the loss
26 sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

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THE CONDUCT

10. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF were from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF' off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's business records.

11. State and federal law provides that employees must be paid overtime and meal and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay that is tied to specific elements of an employee's performance.

1 12. The second component of PLAINTIFF’ and other CALIFORNIA CLASS Members’
2 compensation is DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF and
3 other CALIFORNIA CLASS Members incentive wages based on their performance for
4 DEFENDANT. The non-discretionary incentive program provided all employees paid on an hourly
5 basis with incentive compensation when the employees met the various performance goals set by
6 DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime and
7 meal and rest break premiums to PLAINTIFF and other CALIFORNIA CLASS Members,
8 DEFENDANT failed to include the incentive compensation as part of the employees’ “regular rate
9 of pay” for purposes of calculating overtime pay and meal and rest break premium pay.
10 Management and supervisors described the incentive program to potential and new employees as
11 part of the compensation package. As a matter of law, the incentive compensation received by
12 PLAINTIFF and other CALIFORNIA CLASS Members must be included in the “regular rate of
13 pay.” The failure to do so has resulted in a underpayment of overtime compensation and meal and
14 rest break premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

15 13. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA
16 CLASS Members were from time to time unable to take thirty (30) minute off duty meal breaks and
17 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA
18 CLASS Members were required from time to time to perform work as ordered by DEFENDANT for
19 more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT
20 from time to time failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
21 off-duty meal period for some workdays in which these employees were required by DEFENDANT
22 to work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the meal
23 period times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
24 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without
25 additional compensation and in accordance with DEFENDANT’s corporate policy and practice.

26 14. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other CALIFORNIA
27 CLASS Members were also required from time to time to work in excess of four (4) hours without
28 being provided ten (10) minute rest periods. Further, these employees were denied their first rest

1 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from
2 time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of
3 between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at
4 least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.

5 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one hour
6 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers to
7 provide employees with off-duty rest periods, which the California Supreme Court defined as time
8 during which an employee is relieved from all work related duties and free from employer control.
9 In so doing, the Court held that the requirement under California law that employers authorize and
10 permit all employees to take rest period means that employers must relieve employees of all duties
11 and relinquish control over how employees spend their time which includes control over the
12 locations where employees may take their rest period. Employers cannot impose controls that
13 prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here,
14 DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA CLASS Members from
15 unconstrained walks and is unlawful based on DEFENDANT's rule which states PLAINTIFF and
16 other CALIFORNIA CLASS Members cannot leave the work premises during their rest period.

17 15. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
18 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount of
19 time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
20 DEFENDANT was required to pay PLAINTIFF and other CALIFORNIA CLASS Members for all
21 time worked, meaning the time during which an employee was subject to the control of an
22 employer, including all the time the employee was permitted or suffered to permit this work.
23 DEFENDANT required these employees to work off the clock without paying them for all the time
24 they were under DEFENDANT's control. As such, DEFENDANT knew or should have known that
25 PLAINTIFF and the other members of the CALIFORNIA CLASS were under compensated for all
26 time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time
27 worked by working without their time being accurately recorded and without compensation at the
28 applicable minimum wage and overtime wage rates. To the extent that the time worked off the

1 clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum wages
2 for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

3 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other
4 members of the CALIFORNIA CLASS with complete and accurate wage statements which failed
5 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides
6 that every employer shall furnish each of his or her employees with an accurate itemized wage
7 statement in writing showing, among other things, gross wages earned and all applicable hourly
8 rates in effect during the pay period and the corresponding amount of time worked at each hourly
9 rate. PLAINTIFF and CALIFORNIA CLASS Members were paid on an hourly basis. As such, the
10 wage statements should reflect all applicable hourly rates during the pay period and the total hours
11 worked, and the applicable pay period in which the wages were earned pursuant to California Labor
12 Code Section 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
13 CALIFORNIA CLASS Members failed to identify such information. More specifically, the wage
14 statements failed to identify the accurate total hours worked each pay period. When the hours
15 shown on the wage statements were added up, they did not equal the actual total hours worked
16 during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed
17 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement
18 that lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
19 time to time provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage
20 statements which violated Cal. Lab. Code § 226.

21 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA
22 CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
23 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
24 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
25 underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS Members at their base rates of
26 pay.

27 18. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
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1 employees be calculated by dividing the employee's total wages, not including overtime premium
2 pay, by the employee's total hours worked in the full pay periods of the prior 90 days of
3 employment.

4 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the
5 regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely earned non-
6 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
7 was paid, it was paid at the base rate of pay for PLAINTIFF and members of the CALIFORNIA
8 CLASS, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code
9 Section 246.

10 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
11 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting time
12 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF are informed and believe
13 and based thereon allege that such failure to pay sick pay at regular rate was willful, such that
14 PLAINTIFF and members of the CALIFORNIA CLASS whose employment has separated are
15 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

16 21. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to
17 collect or receive from an employee any part of wages theretofore paid by said employer to said
18 employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and other
19 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation
20 payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose all
21 aspects of the deductions from compensation payable to PLAINTIFF and CALIFORNIA LABOR
22 SUB-CLASS Members, and thereby failed to pay these employees all wages due at each applicable
23 pay period and upon termination. PLAINTIFF and members of the CALIFORNIA LABOR SUB-
24 CLASS seek recovery of all illegal deductions from wages according to proof, related penalties,
25 interest, attorney fees and costs.

26 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
27 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses incurred
28 by the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging

1 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are
2 required to indemnify employees for all expenses incurred in the course and scope of their
3 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
4 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
5 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
6 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
7 unlawful."

8 23. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
9 Members as a business expense, were required by DEFENDANT to use their own personal cellular
10 phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are
11 not reimbursed or indemnified by DEFENDANT for the cost associated with the use of their
12 personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFF and other
13 CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cellular
14 phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFF and other
15 members of the CALIFORNIA CLASS incurred unreimbursed business expenses which included,
16 but were not limited to, costs related to the use of their personal cellular phones all on behalf of and
17 for the benefit of DEFENDANT.

18 24. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
19 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order and
20 Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due to PLAINTIFF.
21 DEFENDANT did not have a policy or practice which provided timely off-duty meal and rest
22 breaks to PLAINTIFF and also failed to compensate PLAINTIFF for PLAINTIFF' missed meal and
23 rest breaks. The nature of the work performed by the PLAINTIFF did not prevent PLAINTIFF from
24 being relieved of all of PLAINTIFF' duties for the legally required off-duty meal periods. As a
25 result, DEFENDANT's failure to provide PLAINTIFF with the legally required meal periods is
26 evidenced by DEFENDANT's business records. The amount in controversy for PLAINTIFF
27 individually does not exceed the sum or value of \$75,000.

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1 enjoyed the benefit of this work, required employees to perform this work and permits or suffers to
2 permit this work.

3 30. DEFENDANT has the legal burden to establish that each and every CALIFORNIA
4 CLASS Member was paid accurately for all meal and rest breaks missed as required by California
5 laws. The DEFENDANT, however, as a matter of policy and procedure failed to have in place
6 during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to
7 ensure that each and every CALIFORNIA CLASS Member is paid as required by law. This
8 common business practice is applicable to each and every CALIFORNIA CLASS Member can be
9 adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business &
10 Professions Code §§ 17200, (the "UCL") as causation, damages, and reliance are not elements of
11 this claim.

12 31. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
13 CLASS Members is impracticable.

14 32. DEFENDANT violated the rights of the CALIFORNIA CLASS under California law
15 by:

- 16 (a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof.
17 Code §§ 17200, (the "UCL"), by unlawfully, unfairly and/or deceptively
18 having in place company policies, practices and procedures that failed to
19 record and pay PLAINTIFF and the other members of the CALIFORNIA
20 CLASS for all time worked, including minimum wages owed and overtime
21 wages owed for work performed by these employees; and,
22 (b) Committing an act of unfair competition in violation of the UCL, by failing
23 to provide the PLAINTIFF and the other members of the CALIFORNIA
24 CLASS with the legally required meal and rest periods.

25 33. This Class Action meets the statutory prerequisites for the maintenance of a Class
26 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 1 (a) The persons who comprise the CALIFORNIA CLASS are so numerous that
2 the joinder of all such persons is impracticable and the disposition of their
3 claims as a class will benefit the parties and the Court;
- 4 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that
5 are raised in this Complaint are common to the CALIFORNIA CLASS will
6 apply to every member of the CALIFORNIA CLASS;
- 7 (c) The claims of the representative PLAINTIFF are typical of the claims of each
8 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other
9 members of the CALIFORNIA CLASS, were classified as non-exempt
10 employees paid on an hourly basis who were subjected to the
11 DEFENDANT's deceptive practice and policy which failed to provide the
12 legally required meal and rest periods to the CALIFORNIA CLASS and
13 thereby underpaid compensation to PLAINTIFF and CALIFORNIA CLASS.
14 PLAINTIFF sustained economic injury as a result of DEFENDANT's
15 employment practices. PLAINTIFF and the members of the CALIFORNIA
16 CLASS were and are similarly or identically harmed by the same unlawful,
17 deceptive and unfair misconduct engaged in by DEFENDANT; and,
- 18 (d) The representative PLAINTIFF will fairly and adequately represent and
19 protect the interest of the CALIFORNIA CLASS, and have retained counsel
20 who are competent and experienced in Class Action litigation. There are no
21 material conflicts between the claims of the representative PLAINTIFF and
22 the members of the CALIFORNIA CLASS that would make class
23 certification inappropriate. Counsel for the CALIFORNIA CLASS will
24 vigorously assert the claims of all CALIFORNIA CLASS Members.

25 34. In addition to meeting the statutory prerequisites to a Class Action, this action is
26 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 27 (a) Without class certification and determination of declaratory, injunctive,
28 statutory and other legal questions within the class format, prosecution of

1 separate actions by individual members of the CALIFORNIA CLASS will
2 create the risk of:

- 3 1) Inconsistent or varying adjudications with respect to individual
4 members of the CALIFORNIA CLASS which would establish
5 incompatible standards of conduct for the parties opposing the
6 CALIFORNIA CLASS; and/or,
7 2) Adjudication with respect to individual members of the
8 CALIFORNIA CLASS which would as a practical matter be
9 dispositive of interests of the other members not party to the
10 adjudication or substantially impair or impede their ability to protect
11 their interests.

12 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to act
13 on grounds generally applicable to the CALIFORNIA CLASS, making
14 appropriate class-wide relief with respect to the CALIFORNIA CLASS as a
15 whole in that DEFENDANT failed to pay all wages due to members of the
16 CALIFORNIA CLASS as required by law;

- 17 1) With respect to the First Cause of Action, the final relief on behalf of
18 the CALIFORNIA CLASS sought does not relate exclusively to
19 restitution because through this claim PLAINTIFF seek declaratory
20 relief holding that the DEFENDANT's policy and practices constitute
21 unfair competition, along with declaratory relief, injunctive relief,
22 and incidental equitable relief as may be necessary to prevent and
23 remedy the conduct declared to constitute unfair competition;

24 (c) Common questions of law and fact exist as to the members of the
25 CALIFORNIA CLASS, with respect to the practices and violations of
26 California law as listed above, and predominate over any question affecting
27 only individual CALIFORNIA CLASS Members, and a Class Action is
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1 superior to other available methods for the fair and efficient adjudication of
2 the controversy, including consideration of:

- 3 1) The interests of the members of the CALIFORNIA CLASS in
4 individually controlling the prosecution or defense of separate actions
5 in that the substantial expense of individual actions will be avoided to
6 recover the relatively small amount of economic losses sustained by
7 the individual CALIFORNIA CLASS Members when compared to
8 the substantial expense and burden of individual prosecution of this
9 litigation;
- 10 2) Class certification will obviate the need for unduly duplicative
11 litigation that would create the risk of:
- 12 A. Inconsistent or varying adjudications with respect to
13 individual members of the CALIFORNIA CLASS, which
14 would establish incompatible standards of conduct for the
15 DEFENDANT; and/or,
- 16 B. Adjudications with respect to individual members of the
17 CALIFORNIA CLASS would as a practical matter be
18 dispositive of the interests of the other members not parties to
19 the adjudication or substantially impair or impede their ability
20 to protect their interests;
- 21 3) In the context of wage litigation because a substantial number of
22 individual CALIFORNIA CLASS Members will avoid asserting their
23 legal rights out of fear of retaliation by DEFENDANT, which may
24 adversely affect an individual's job with DEFENDANT or with a
25 subsequent employer, the Class Action is the only means to assert
26 their claims through a representative; and,
- 27 4) A class action is superior to other available methods for the fair and
28 efficient adjudication of this litigation because class treatment will

1 obviate the need for unduly and unnecessary duplicative litigation that
2 is likely to result in the absence of certification of this action pursuant
3 to Cal. Code of Civ. Proc. § 382.

4 35. This Court should permit this action to be maintained as a Class Action pursuant to
5 Cal. Code of Civ. Proc. § 382 because:

- 6 (a) The questions of law and fact common to the CALIFORNIA CLASS
7 predominate over any question affecting only individual CALIFORNIA
8 CLASS Members because the DEFENDANT's employment practices are
9 applied with respect to the CALIFORNIA CLASS;
- 10 (b) A Class Action is superior to any other available method for the fair and
11 efficient adjudication of the claims of the members of the CALIFORNIA
12 CLASS because in the context of employment litigation a substantial number
13 of individual CALIFORNIA CLASS Members will avoid asserting their
14 rights individually out of fear of retaliation or adverse impact on their
15 employment;
- 16 (c) The members of the CALIFORNIA CLASS are so numerous that it is
17 impractical to bring all members of the CALIFORNIA CLASS before the
18 Court;
- 19 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able
20 to obtain effective and economic legal redress unless the action is maintained
21 as a Class Action;
- 22 (e) There is a community of interest in obtaining appropriate legal and equitable
23 relief for the acts of unfair competition, statutory violations and other
24 improprieties, and in obtaining adequate compensation for the damages and
25 injuries which DEFENDANT's actions have inflicted upon the
26 CALIFORNIA CLASS;
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- 1 (f) There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of the
3 CALIFORNIA CLASS for the injuries sustained;
- 4 (g) DEFENDANT has acted or refused to act on grounds generally applicable to
5 the CALIFORNIA CLASS, thereby making final class-wide relief
6 appropriate with respect to the CALIFORNIA CLASS as a whole;
- 7 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
8 the business records of DEFENDANT; and,
- 9 (i) Class treatment provides manageable judicial treatment calculated to bring a
10 efficient and rapid conclusion to all litigation of all wage and hour related
11 claims arising out of the conduct of DEFENDANT as to the members of the
12 CALIFORNIA CLASS.

13 36. DEFENDANT maintains records from which the Court can ascertain and identify by
14 job title each of DEFENDANT's employees who have been intentionally subjected to
15 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFF will seek
16 leave to amend the Complaint to include any additional job titles of similarly situated employees
17 when they have been identified.

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19 **THE CALIFORNIA LABOR SUB-CLASS**

20 37. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
21 and Ninth causes Action on behalf of a California sub-class, defined as all members of the
22 CALIFORNIA CLASS who are or previously were employed by Beacon Hill Staffing Group, LLC
23 and/or Relx Inc. in California, including any employees staffed with Beacon Hill Staffing Group,
24 LLC and/or Relx Inc. by a third party, and classified as non-exempt employees (the "CALIFORNIA
25 LABOR SUB-CLASS") at any time from September 4, 2021, and ending on the date as determined
26 by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ.
27 Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-
28 CLASS Members is under five million dollars (\$5,000,000.00).

1 38. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
2 Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law,
3 intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to
4 correctly calculate compensation for the time worked by PLAINTIFF and the other members of the
5 CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these employees, even
6 though DEFENDANT enjoyed the benefit of this work, required employees to perform this work
7 and permitted or suffered to permit this work. DEFENDANT has denied these CALIFORNIA
8 LABOR SUB-CLASS Members wages to which these employees are entitled in order to unfairly
9 cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims
10 by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR
11 SUB-CLASS PERIOD should be adjusted accordingly.

12 39. DEFENDANT maintains records from which the Court can ascertain and
13 identify by name and job title, each of DEFENDANT’s employees who have been intentionally
14 subjected to DEFENDANT’s company policy, practices and procedures as herein alleged.
15 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of similarly
16 situated employees when they have been identified.

17 40. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
18 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

19 41. Common questions of law and fact exist as to members of the CALIFORNIA
20 LABOR SUB-CLASS, including, but not limited, to the following:

- 21 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
22 compensation due to members of the CALIFORNIA LABOR SUB-CLASS
23 for missed meal and rest breaks in violation of the California Labor Code and
24 California regulations and the applicable California Wage Order;
25 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
26 members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized
27 wage statements;
28

- 1 (c) Whether DEFENDANT has engaged in unfair competition by the
2 above-listed conduct;
- 3 (d) The proper measure of damages and penalties owed to the members of the
4 CALIFORNIA LABOR SUB-CLASS; and,
- 5 (e) Whether DEFENDANT's conduct was willful.

6 42. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under
7 California law by:

- 8 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFF
9 and the members of the CALIFORNIA LABOR SUB-CLASS all wages due
10 for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab.
11 Code § 1194;
- 12 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1, by failing to accurately
13 pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
14 CLASS the correct minimum wage pay for which DEFENDANT is liable
15 pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 16 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
17 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
18 itemized statement in writing showing the corresponding correct amount of
19 wages earned by the employee;
- 20 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF
21 and the other members of the CALIFORNIA LABOR SUB-CLASS with all
22 legally required off-duty, uninterrupted thirty (30) minute meal breaks and
23 the legally required off-duty rest breaks;
- 24 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when
25 an employee is discharged or quits from employment, the employer must pay
26 the employee all wages due without abatement, by failing to tender full
27 payment and/or restitution of wages owed or in the manner required by
28

1 California law to the members of the CALIFORNIA LABOR SUB-CLASS
2 who have terminated their employment; and,

- 3 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the
4 CALIFORNIA LABOR SUB-CLASS members with necessary expenses
5 incurred in the discharge of their job duties.

6 43. This Class Action meets the statutory prerequisites for the maintenance of a Class
7 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 8 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so
9 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
10 Members is impracticable and the disposition of their claims as a class will
11 benefit the parties and the Court;
- 12 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that
13 are raised in this Complaint are common to the CALIFORNIA LABOR SUB-
14 CLASS and will apply to every member of the CALIFORNIA LABOR SUB-
15 CLASS;
- 16 (c) The claims of the representative PLAINTIFF are typical of the claims of each
17 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all
18 the other members of the CALIFORNIA LABOR SUB-CLASS, were non-
19 exempt employees paid on an hourly basis who were subjected to the
20 DEFENDANT's practice and policy which failed to pay the correct amount
21 of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF
22 sustained economic injury as a result of DEFENDANT's employment
23 practices. PLAINTIFF and the members of the CALIFORNIA LABOR
24 SUB-CLASS were and are similarly or identically harmed by the same
25 unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT;
26 and,
- 27 (d) The representative PLAINTIFF will fairly and adequately represent and
28 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and have

1 retained counsel who are competent and experienced in Class Action
2 litigation. There are no material conflicts between the claims of the
3 representative PLAINTIFF and the members of the CALIFORNIA LABOR
4 SUB-CLASS that would make class certification inappropriate. Counsel for
5 the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of
6 all CALIFORNIA LABOR SUB-CLASS Members.

7 44. In addition to meeting the statutory prerequisites to a Class Action, this action is
8 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 9 (a) Without class certification and determination of declaratory, injunctive,
10 statutory and other legal questions within the class format, prosecution of
11 separate actions by individual members of the CALIFORNIA LABOR SUB-
12 CLASS will create the risk of:
- 13 1) Inconsistent or varying adjudications with respect to individual
14 members of the CALIFORNIA LABOR SUB-CLASS which would
15 establish incompatible standards of conduct for the parties opposing
16 the CALIFORNIA LABOR SUB-CLASS; or,
 - 17 2) Adjudication with respect to individual members of the
18 CALIFORNIA LABOR SUB-CLASS which would as a practical
19 matter be dispositive of interests of the other members not party to the
20 adjudication or substantially impair or impede their ability to protect
21 their interests.
- 22 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or
23 refused to act on grounds generally applicable to the CALIFORNIA LABOR
24 SUB-CLASS, making appropriate class-wide relief with respect to the
25 CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT fails
26 to pay all wages due. Including the correct wages for all time worked by the
27 members of the CALIFORNIA LABOR SUB-CLASS as required by law;
28

- 1 (c) Common questions of law and fact predominate as to the members of the
2 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
3 violations of California Law as listed above, and predominate over any
4 question affecting only individual CALIFORNIA LABOR SUB-CLASS
5 Members, and a Class Action is superior to other available methods for the
6 fair and efficient adjudication of the controversy, including consideration of:
- 7 1) The interests of the members of the CALIFORNIA LABOR SUB-
8 CLASS in individually controlling the prosecution or defense of
9 separate actions in that the substantial expense of individual actions
10 will be avoided to recover the relatively small amount of economic
11 losses sustained by the individual CALIFORNIA LABOR SUB-
12 CLASS Members when compared to the substantial expense and
13 burden of individual prosecution of this litigation;
- 14 2) Class certification will obviate the need for unduly duplicative
15 litigation that would create the risk of:
- 16 A. Inconsistent or varying adjudications with respect to
17 individual members of the CALIFORNIA LABOR SUB-
18 CLASS, which would establish incompatible standards of
19 conduct for the DEFENDANT; and/or,
- 20 B. Adjudications with respect to individual members of the
21 CALIFORNIA LABOR SUB-CLASS would as a practical
22 matter be dispositive of the interests of the other members not
23 parties to the adjudication or substantially impair or impede
24 their ability to protect their interests;
- 25 3) In the context of wage litigation because a substantial number of
26 individual CALIFORNIA LABOR SUB-CLASS Members will avoid
27 asserting their legal rights out of fear of retaliation by DEFENDANT,
28 which may adversely affect an individual's job with DEFENDANT or

1 with a subsequent employer, the Class Action is the only means to
2 assert their claims through a representative; and,

- 3 4) A class action is superior to other available methods for the fair and
4 efficient adjudication of this litigation because class treatment will
5 obviate the need for unduly and unnecessary duplicative litigation that
6 is likely to result in the absence of certification of this action pursuant
7 to Cal. Code of Civ. Proc. § 382.

8 45. This Court should permit this action to be maintained as a Class Action pursuant to
9 Cal. Code of Civ. Proc. § 382 because:

- 10 (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-
11 CLASS predominate over any question affecting only individual
12 CALIFORNIA LABOR SUB-CLASS Members;
- 13 (b) A Class Action is superior to any other available method for the fair and
14 efficient adjudication of the claims of the members of the CALIFORNIA
15 LABOR SUB-CLASS because in the context of employment litigation a
16 substantial number of individual CALIFORNIA LABOR SUB-CLASS
17 Members will avoid asserting their rights individually out of fear of
18 retaliation or adverse impact on their employment;
- 19 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous
20 that it is impractical to bring all members of the CALIFORNIA LABOR
21 SUB-CLASS before the Court;
- 22 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members,
23 will not be able to obtain effective and economic legal redress unless the
24 action is maintained as a Class Action;
- 25 (e) There is a community of interest in obtaining appropriate legal and equitable
26 relief for the acts of unfair competition, statutory violations and other
27 improprieties, and in obtaining adequate compensation for the damages and
28

injuries which DEFENDANT's actions have inflicted upon the
CALIFORNIA LABOR SUB-CLASS;

- (f) There is a community of interest in ensuring that the combined assets of
DEFENDANT are sufficient to adequately compensate the members of the
CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- (g) DEFENDANT has acted or refused to act on grounds generally applicable to
the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide
relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as
a whole;
- (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
ascertainable from the business records of DEFENDANT. The
CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS
Members who worked for DEFENDANT in California at any time during the
CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- (i) Class treatment provides manageable judicial treatment calculated to bring a
efficient and rapid conclusion to all litigation of all wage and hour related
claims arising out of the conduct of DEFENDANT as to the members of the
CALIFORNIA LABOR SUB-CLASS.

FIRST CAUSE OF ACTION

For Unlawful Business Practices

[Cal. Bus. And Prof. Code §§ 17200]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)

46. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
Complaint.

47. DEFENDANT is a "person" as that term is defined under Cal. Bus. and Prof. Code §
17021.

1 48. California Business & Professions Code §§ 17200, (the “UCL”) defines unfair
2 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
3 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as
4 follows:

5 Any person who engages, has engaged, or proposes to engage in unfair competition
6 may be enjoined in any court of competent jurisdiction. The court may make such
7 orders or judgments, including the appointment of a receiver, as may be necessary to
8 prevent the use or employment by any person of any practice which constitutes unfair
competition, as defined in this chapter, or as may be necessary to restore to any
person in interest any money or property, real or personal, which may have been
acquired by means of such unfair competition.

9 Cal. Bus. & Prof. Code § 17203.

10 49. By the conduct alleged herein, DEFENDANT has engaged and continues to engage
11 in a business practice which violates California law, including but not limited to, the applicable
12 Industrial Wage Order(s), the California Code of Regulations and the California Labor Code
13 including Sections 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802 and the Fair Labor
14 Standards Act and federal regulations promulgated thereunder, for which this Court should issue
15 declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be
16 necessary to prevent and remedy the conduct held to constitute unfair competition, including
17 restitution of wages wrongfully withheld.

18 50. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
19 in that these practices violate public policy, were immoral, unethical, oppressive, unscrupulous or
20 substantially injurious to employees, and were without valid justification or utility for which this
21 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
22 Business & Professions Code, including restitution of wages wrongfully withheld.

23 51. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
24 fraudulent in that DEFENDANT’s policy and practice failed to provide the legally mandated meal
25 and rest periods, the required amount of compensation for missed meal and rest periods and
26 overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse all
27 necessary business expenses incurred, and failed to provide Fair Labor Standards Act overtime
28 wages due for overtime worked as a result of failing to include non-discretionary incentive

1 compensation into their regular rates of pay for purposes of computing the proper overtime pay due
2 to a business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and
3 Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, and for
4 which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code §
5 17203, including restitution of wages wrongfully withheld.

6 52. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair
7 and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the other
8 members of the CALIFORNIA CLASS to be underpaid during their employment with
9 DEFENDANT.

10 53. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair
11 and deceptive in that DEFENDANT's policies, practices and procedures failed to provide all legally
12 required meal breaks to PLAINTIFF and the other members of the CALIFORNIA CLASS as
13 required by Cal. Lab. Code §§ 226.7 and 512.

14 54. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
15 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty meal
16 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
17 workday in which a second off-duty meal period was not timely provided for each ten (10) hours of
18 work.

19 55. PLAINTIFF further demands on behalf of herself and each member of the
20 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off duty
21 paid rest period was not timely provided as required by law.

22 56. By and through the unlawful and unfair business practices described herein,
23 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the other
24 members of the CALIFORNIA CLASS, including earned wages for all time worked, and has
25 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of
26 these employees and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly
27 compete against competitors who comply with the law.
28

57. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200.

58. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all time worked.

59. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT from engaging in any unlawful and unfair business practices in the future.

60. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

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SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

61. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB- CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

62. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

63. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

64. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

65. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS.

66. DEFENDANT's unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

67. In committing these violations of the California Labor Code, DEFENDANT inaccurately calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS. DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

1 68. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive the
3 correct minimum wage compensation for their time worked for DEFENDANT.

4 69. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT required,
5 permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members to work
6 without paying them for all the time they were under DEFENDANT's control. During the
7 CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other members of the
8 CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they were entitled to,
9 constituting a failure to pay all earned wages.

10 70. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
11 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
12 for the true time they worked, PLAINTIFF and the other members of the CALIFORNIA LABOR
13 SUB-CLASS have suffered and will continue to suffer an economic injury in amounts which are
14 presently unknown to them and which will be ascertained according to proof at trial.

15 71. DEFENDANT knew or should have known that PLAINTIFF and the other
16 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
17 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, to not
18 pay employees for their labor as a matter of company policy, practice and procedure, and
19 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members of
20 the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

21 72. In performing the acts and practices herein alleged in violation of California labor
22 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all
23 time worked and provide them with the requisite compensation, DEFENDANT acted and continues
24 to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
25 CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for their legal rights, or
26 the consequences to them, and with the despicable intent of depriving them of their property and
27 legal rights, and otherwise causing them injury in order to increase company profits at the expense
28 of these employees.

73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

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THIRD CAUSE OF ACTION

For Failure To Pay Overtime Compensation

[Cal. Lab. Code § 510]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

74. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs of this Complaint.

75. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

1 76. Cal. Lab. Code § 510 further provides that employees in California shall not be
2 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
3 unless they receive additional compensation beyond their regular wages in amounts specified by
4 law.

5 77. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
6 including minimum wage and overtime compensation and interest thereon, together with the costs
7 of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
8 than those fixed by the Industrial Welfare Commission is unlawful.

9 78. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
10 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
11 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked, including
12 overtime work.

13 79. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
14 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a
15 policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
16 CALIFORNIA LABOR SUB-CLASS Members and denied accurate compensation to PLAINTIFF
17 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked, including,
18 the overtime work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in
19 a workday, and/or forty (40) hours in any workweek.

20 80. In committing these violations of the California Labor Code, DEFENDANT
21 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
22 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted in an
23 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
24 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
25 and regulations. As a direct result of DEFENDANT's unlawful wage practices as alleged herein, the
26 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive full
27 compensation for overtime worked.

28 81. Cal. Lab. Code § 515 sets out various categories of employees who are exempt

1 from the overtime requirements of the law. None of these exemptions are applicable to the
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not subject to
4 a valid collective bargaining agreement that would preclude the causes of action contained herein
5 this Complaint. Rather, PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA
6 LABOR SUB-CLASS based on DEFENDANT's violations of non-negotiable, non-waiveable rights
7 provided by the State of California.

8 82. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
9 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
10 worked that they are entitled to, constituting a failure to pay all earned wages.

11 83. DEFENDANT failed to accurately pay the PLAINTIFF and the other members of the
12 CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in
13 excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 &
14 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
15 were required to work, and did in fact work, overtime as to which DEFENDANT failed to
16 accurately record and pay as evidenced by DEFENDANT's business records and witnessed by
17 employees.

18 84. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
19 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
20 for the true amount of time they worked, PLAINTIFF and the other members of the CALIFORNIA
21 LABOR SUB-CLASS have suffered and will continue to suffer an economic injury in amounts
22 which are presently unknown to them and which will be ascertained according to proof at trial.

23 85. DEFENDANT knew or should have known that PLAINTIFF and the other members
24 of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime worked.
25 DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, to not pay
26 employees for their labor as a matter of company policy, practice and procedure, and DEFENDANT
27 perpetrated this scheme by refusing to pay PLAINTIFF and the other members of the
28 CALIFORNIA LABOR SUB-CLASS for overtime worked.

86. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all overtime worked and provide them with the requisite overtime compensation, DEFENDANT acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

87. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum and/or overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

88. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

1 89. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed
2 to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA
3 LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The
4 nature of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
5 MEMBERS did not prevent these employees from being relieved of all of their duties for the legally
6 required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other
7 CALIFORNIA LABOR SUB-CLASS Members were from time to time not fully relieved of duty by
8 DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide
9 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal
10 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records from
11 time to time. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
12 Members with a second off-duty meal period in some workdays in which these employees were
13 required by DEFENDANT to work ten (10) hours of work from time to time. As a result,
14 PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited
15 meal breaks without additional compensation and in accordance with DEFENDANT's strict
16 corporate policy and practice.

17 90. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
18 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
19 Members who were not provided a meal period, in accordance with the applicable Wage Order, one
20 additional hour of compensation at each employee's regular rate of pay for each workday that a
21 meal period was not provided.

22 91. As a proximate result of the aforementioned violations, PLAINTIFF and
23 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
24 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

25
26 **FIFTH CAUSE OF ACTION**

27 **For Failure to Provide Required Rest Periods**

28 **[Cal. Lab. Code §§ 226.7 & 512]**

1 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

2 92. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
3 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
4 this Complaint.

5 93. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
6 time to time required to work in excess of four (4) hours without being provided ten (10) minute
7 rest periods. Further, these employees from time to time were denied their first rest periods of at
8 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second
9 rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8)
10 hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of
11 ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA LABOR SUB-
12 CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their
13 rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
14 were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

15 94. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
16 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
17 Members who were not provided a rest period, in accordance with the applicable Wage Order, one
18 additional hour of compensation at each employee's regular rate of pay for each workday that rest
19 period was not provided.

20 95. As a proximate result of the aforementioned violations, PLAINTIFF and
21 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
22 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

23 **SIXTH CAUSE OF ACTION**

24 **For Failure to Provide Accurate Itemized Statements**

25 **[Cal. Lab. Code § 226]**

26 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

1 96. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
2 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
3 this Complaint.

4 97. Cal. Labor Code § 226 provides that an employer must furnish employees with
5 an “accurate itemized” statement in writing showing:

- 6 (1) gross wages earned,
7 (2) total hours worked by the employee, except for any employee whose compensation is
8 solely based on a salary and who is exempt from payment of overtime under subdivision (a)
9 of Section 515 or any applicable order of the Industrial Welfare Commission,
10 (3) the number of piecerate units earned and any applicable piece rate if the employee is paid
11 on a piece-rate basis,
12 (4) all deductions, provided that all deductions made on written orders of the employee may
13 be aggregated and shown as one item,
14 (5) net wages earned,
15 (6) the inclusive dates of the period for which the employee is paid,
16 (7) the name of the employee and his or her social security number, except that by January 1,
17 2008, only the last four digits of his or her social security number or an employee
18 identification number other than a social security number may be shown on the itemized
19 statement,
20 (8) the name and address of the legal entity that is the employer, and
21 (9) all applicable hourly rates in effect during the pay period and the corresponding number
22 of hours worked at each hourly rate by the employee.

23 98. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other
24 members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements
25 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code §
26 226 provides that every employer shall furnish each of his or her employees with an accurate
27 itemized wage statement in writing showing, among other things, gross wages earned and all
28 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
at each hourly rate. PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members were paid on
an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the
pay period and the total hours worked, and the applicable pay period in which the wages were
earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT
provided to PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
such information. More specifically, the wage statements failed to identify the accurate total hours
worked each pay period. When the hours shown on the wage statements were added up, they did
not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code

1 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue
2 to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
3 Code 226. As a result, DEFENDANT from time to time provided PLAINTIFF and the other
4 members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal.
5 Lab. Code § 226.

6 99. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code §
7 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
8 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended calculating
9 the correct wages for all missed meal and rest breaks and the amount of employment taxes which
10 were not properly paid to state and federal tax authorities. These damages are difficult to estimate.
11 Therefore, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS may
12 elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
13 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
14 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
15 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of
16 the CALIFORNIA LABOR SUB-CLASS herein).

17 **SEVENTH CAUSE OF ACTION**

18 **For Failure to Reimburse Employees for Required Expenses**

19 **[Cal. Lab. Code § 2802]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

21 100. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members reallege
22 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
23 Complaint.

24 101. Cal. Lab. Code § 2802 provides, in relevant part, that:

25 An employer shall indemnify his or her employee for all necessary expenditures or
26 losses incurred by the employee in direct consequence of the discharge of his or her
27 duties, or of his or her obedience to the directions of the employer, even though
28 unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

1 102. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
2 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
3 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
4 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
5 CLASS members for expenses which included, but were not limited to, costs related to using their
6 personal cellular phones on behalf of and for the benefit of DEFENDANT. Specifically,
7 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were required by
8 DEFENDANT to use their personal cellular phones and home offices in order to perform work
9 related job tasks. DEFENDANT's policy and practice was to not reimburse PLAINTIFF and the
10 CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal
11 cellular phones and home offices for DEFENDANT within the course and scope of their
12 employment for DEFENDANT. These expenses were necessary to complete their principal job
13 duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
14 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the
15 CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and reimburse
16 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these expenses as an
17 employer is required to do under the laws and regulations of California.

18 103. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by
19 herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties
20 for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the
21 statutory rate and costs under Cal. Lab. Code § 2802.

22 ///

23 ///

24 ///

25 ///

26 ///

27 **EIGHTH CAUSE OF ACTION**
28 **For Failure to Pay Wages When Due**

[Cal. Lab. Code §§ 201, 202, 203]

(By PLAINTIFF, and the CALIFORNIA LABOR SUB-CLASS
and Against All Defendants)

104. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

1. Cal. Lab. Code § 200 provides, in relevant part, that:
As used in this article:

(a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.

(b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

105. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

106. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

107. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-CLASS Members' employment contract.

108. Cal. Lab. Code § 203 provides, in relevant part, that:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

109. The employment of PLAINTIFF, and many CALIFORNIA LABOR SUB-CLASS Members has terminated and DEFENDANT has not tendered payment of all wages owed as required by law. Additionally, at all times during the term of PLAINTIFF's employment with DEFENDANT, PLAINTIFF, and CALIFORNIA LABOR SUB-CLASS Members earned and

1 accrued vested vacation and holiday time on the date of their termination pursuant to
2 DEFENDANT's uniform vacation policies and applicable California law. The amount of vacation
3 pay PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members earned and
4 accumulated is evidenced by DEFENDANT's business records. Additionally, DEFENDANT also
5 underpaid accrued vested vacation wages to PLAINTIFF, and other CALIFORNIA LABOR
6 SUB-CLASS MEMBERS by failing to pay such wages at the regular rate of pay and more
7 specifically the final rate of pay that included all non-discretionary incentive compensation. Rather
8 than pay vacation wages at the regular rate of pay, DEFENDANT underpaid vacation wages to
9 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay,
10 instead of including all of PLAINTIFF's, and CALIFORNIA LABOR SUB-CLASS Members'
11 non-discretionary incentive compensation into the vacation wage payment calculations.
12 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which
13 PLAINTIFF, and other CALIFORNIA LABOR CLASS Members would be paid vacation upon
14 leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful practice, policy
15 and procedure to deny paying PLAINTIFF, and the other members of the CALIFORNIA LABOR
16 SUB-CLASS all of their vested vacation and holiday time, DEFENDANT failed to pay
17 PLAINTIFF, and the members of the CALIFORNIA LABOR SUB-CLASS all vested vacation time
18 as wages due upon employment termination, in violation of the California Labor Code, Sections
19 201, 202, 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to
20 PLAINTIFF, and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay,
21 instead of including all of PLAINTIFF's, and the CALIFORNIA LABOR SUB-CLASS Members'
22 non-discretionary compensation into the waiting time penalty calculations. This failure by
23 DEFENDANT is believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal
24 to provide compensation for earned, accrued and vested vacation and holiday time, as well as the
25 corresponding waiting time penalties that were paid. DEFENDANT perpetrated this unlawful,
26 unfair and deceptive practice to the detriment of PLAINTIFF, and the members of the
27 CALIFORNIA LABOR SUB-CLASS. DEFENDANT's uniform practice and policy of failing to
28 pay the LABOR SUB-CLASS Members for all vested vacation and holiday time accumulated at

1 employment termination violated and continues to violate Section 227.3 of the California Labor
2 Code.

3 110. Therefore, as provided by Cal Lab. Code § 203, on behalf of PLAINTIFF and
4 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated and who
5 have not been fully paid their wages due to them, PLAINTIFF demands thirty days of pay as penalty
6 for not paying all wages due at time of termination for all employees who terminated employment
7 during the CALIFORNIA LABOR SUB-CLASS PERIOD and demand an accounting and payment
8 of all wages due, plus interest and statutory costs as allowed by law.

9
10 **NINTH CAUSE OF ACTION**

11 **For Failure to Pay Sick Pay Wages**

12 **[Cal. Lab. Code §§ 201-203, 233, 246]**

13 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

14 **and Against All Defendants)**

15 111. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
16 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs
17 of this Complaint.

18 112. Cal Lab. Code § 233 provides that an employer must permit an employee to
19 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate
20 of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for use
21 of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave is
22 used as paid sick time, an employee has a vested right to sick pay wages, which an employer must
23 calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt
24 employees shall be calculated in the same manner as the regular rate of pay for the workweek in
25 which the employee uses paid sick time, whether or not the employee actually works overtime in
26 that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the
27 employee's total wages, not including overtime premium pay, by the employee's total hours worked
28

1 in the full pay periods of the prior 90 days of employment.” Under Cal Lab. Code §§ 218 and 233,
2 employees may sue to recover underpaid sick pay wages as damages.

3 113. As a matter of policy and practice, DEFENDANT pays sick pay wages to
4 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the incorrect
5 rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
6 regularly use accrued sick leave in the workweeks in which they also earn non-hourly remuneration.
7 As a matter of policy and practice, DEFENDANT pays sick pay wages to PLAINTIFF and the other
8 members of the CALIFORNIA LABOR-SUB-CLASS at the base hourly pay, as opposed to the
9 regular rate of pay, which would consider all non-hourly remuneration in addition to base hourly
10 wages, or the rate resulting from dividing the employee’s total wages, not including overtime
11 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of
12 employment. As a result, DEFENDANT underpaid sick pay wages to PLAINTIFF and the other
13 members of the CALIFORNIA LABOR-SUB-CLASS.

14 114. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave,
15 vested sick pay wages are due and to be paid no later than the payday for the next regular payroll
16 period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code § 201 provides
17 that if an employer discharges an employee, wages earned and unpaid at the time of discharge are
18 due and payable immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive
19 all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the
20 employee has given 72-hour notice of his or her intention to quit, in which case the employee is
21 entitled to his or her wages at the time of quitting. The Labor Code penalizes untimely payments.
22 For example, Cal. Lab. Code § 203 provides that if an employer willfully fails to pay wages owed in
23 accordance with Cal. Lab. Code §§ 201-202, then the wages of the employee shall continue as a
24 penalty from the due date, and at the same rate until paid, but the wages shall not continue for more
25 than thirty (30) days. Under Cal. Lab. Code §§ 203 and 218, employees may sue to recover
26 applicable penalties.

27 115. As alleged herein and as a matter of policy and practice, DEFENDANT
28

1 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other members
2 of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result,
3 DEFENDANT violates Cal. Lab. Code §§ 201-203, 233, and 246, among other Labor Code
4 provisions. PLAINTIFF are informed and believe that DEFENDANT was advised by skilled
5 lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to
6 PLAINTIFF' allegations, especially since the California Supreme Court has explained that "[c]ourts
7 have recoginzed that 'wages' also include those benefits to which an employee is entitled as a part
8 of his or her compensation, including money, room, board, clothing, vacation pay, *and sick pay.*"
9 *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because
10 DEFENDANT willfully fails to timely pay PLAINTIFF and the other members of the
11 CALIFORNIA LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to
12 applicable penalties.

13 116. Such a pattern, practice, and uniform administration of corporate policy is
14 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-
15 CLASS to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's
16 fees, and costs of suit.

17 **TENTH CAUSE OF ACTION**

18 **For Violation of the Private Attorneys General Act**

19 **[Cal. Lab. Code §§ 2698, et seq.]**

20 **(By PLAINTIFF and Against All Defendants)**

21 117. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
22 the prior paragraphs of this Complaint.

23 118. PAGA is a mechanism by which the State of California itself can enforce state labor
24 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
25 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
26 enforcement action designed to protect the public and not to benefit private parties. The purpose of the
27 PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private
28 attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified

1 that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general
2 to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
3 claims cannot be subject to arbitration.

4 119. PLAINTIFF, and such persons that may be added from time to time who satisfy the
5 requirements and exhaust the administrative procedures under the Private Attorney General Act, brings
6 this Representative Action on behalf of the State of California with respect to herself and all individuals
7 who are or previously were employed by Beacon Hill Staffing Group, LLC and/or Relx Inc. in
8 California, including any employees staffed with Beacon Hill Staffing Group, LLC and/or Relx Inc.
9 by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the
10 time period of May 22, 2023 until a date as determined by the Court (the "PAGA PERIOD").
11

12 120. On May 22, 2024, PLAINTIFF gave written notice by electronic mail to the Labor and
13 Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific
14 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit
15 #1, attached hereto and incorporated by this reference herein (PAGA Notice only without draft
16 complaint). The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has
17 expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative
18 civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect
19 to all AGGRIEVED EMPLOYEES as herein defined.

20 121. The policies, acts and practices heretofore described were and are an unlawful business
21 act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED
22 EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally
23 required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and
24 sick pay wages, (e) failed to reimburse employees for required expenses, (f) failed to provide wages
25 when due, and (g) failed to provide suitable seating, all in violation of the applicable Labor Code
26 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510,
27 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
28 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to

1 Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result
2 of such conduct. PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor
3 Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal
4 conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

5 122. All of the conduct and violations alleged herein occurred during the PAGA PERIOD.
6 To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during
7 the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected the AGGRIEVED
8 EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR 12157 (Certified for
9 Publication 12/19/18).

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF pray for judgment against each Defendant, jointly and severally,
12 as follows:

13 1. On behalf of the CALIFORNIA CLASS:

- 14 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS
15 as a class action pursuant to Cal. Code of Civ. Proc. § 382;
16 B) An order temporarily, preliminarily and permanently enjoining and restraining
17 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
18 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld
19 from compensation due to PLAINTIFF and the other members of the CALIFORNIA
20 CLASS; and,
21 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for
22 restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and
23 to the other members of the CALIFORNIA CLASS.

24 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 25 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and
26 Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class
27 action pursuant to Cal. Code of Civ. Proc. § 382;
28

- 1 B) Compensatory damages, according to proof at trial, including compensatory damages
2 for minimum and overtime compensation due PLAINTIFF and the other members of
3 the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR
4 SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- 5 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
6 a violation occurs and one hundred dollars (\$100) per each member of the
7 CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not
8 exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs
9 for violation of Cal. Lab. Code § 226;
- 10 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
11 applicable IWC Wage Order;
- 12 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;
- 13 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
14 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs
15 of suit.;
- 16 G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as
17 a penalty from the due date thereof at the same rate until paid or until an action therefore
18 is commenced, in accordance with Cal. Lab. Code § 203.

19 3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

- 20 A) Recovery of civil penalties as prescribed by the Labor Code Private
21 Attorneys General Act of 2004; and,
22 B) An award of attorneys' fees and cost of suit, as allowable; and

23 4. On all claims:

- 24 A) An award of interest, including prejudgment interest at the legal rate;
25 B) Such other and further relief as the Court deems just and equitable; and,
26 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
27 including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.
28

1 Dated: May 1, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2
3 By: /s/ Nicholas J. De Blouw

4 Norman B. Blumenthal

5 Nicholas J. De Blouw

6 *Attorneys for Plaintiff*

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DEMAND FOR A JURY TRIAL

PLAINTIFF demand a jury trial on issues triable to a jury.

Dated: May 1, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas N. De Blouw
Norman B. Blumenthal
Nicholas J. De Blouw

Attorneys for Plaintiff

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

May 22, 2024

CA3239

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Beacon Hill Staffing Group, LLC
Certified Mail #9589071052700298443388
CSC - Lawyers Incorporating Service
Becky Degeorge
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Beacon Hill Staffing Group, LLC and/or Relx Inc. in California, including any employees staffed with Beacon Hill Staffing Group, LLC and/or Relx Inc. by a third party, and classified as non-exempt employees during the time period of May 22, 2023 until a date as determined by the Court. Our offices represent Plaintiff Nia Gilbert (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Beacon Hill Staffing Group, LLC and/or Relx Inc. (“Defendant”). Plaintiff was employed by Defendant in California from April of 2023 to February 6, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs.,

tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

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1004

May 22, 2024

CA3239

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Relx Inc.

Online Filing

Certified Mail #9589071052700298443371

CT Corporation System

AMANDA GARCIA

330 N BRAND BLVD, Suite 700

GLENDALE, CA 91203

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Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.