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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

SECOND 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. Relx Inc. is a global provider of information-based analytics and decision tools for professional and business customers.

3. Beacon Hill Staffing Group, LLC and 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. PLAINTIFF provided legal research services for DEFENDANT.

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 all individuals who are or previously were employed by Relx Inc. in California, including any employees staffed with either Beacon Hill Staffing Group, LLC 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

1 aggregate claim of CALIFORNIA CLASS Members is under five million dollars
2 (\$5,000,000.00).

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

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

21 9. The agents, servants and/or employees of the Defendants and each of them acting on
22 behalf of the Defendants acted within the course and scope of his, her or its authority as the agent,
23 servant and/or employee of the Defendants, and personally participated in the conduct alleged herein
24 on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each
25 Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally
26 liable to PLAINTIFF and the other members of the CALIFORNIA CLASS, for the loss sustained as a
27 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.

12. The second component of PLAINTIFF' and other CALIFORNIA CLASS Members' compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFF and other

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

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

24 14. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other CALIFORNIA
25 CLASS Members were also required from time to time to work in excess of four (4) hours without
26 being provided ten (10) minute rest periods. Further, these employees were denied their first rest
27 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time
28 to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six

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

15 15. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately record
16 and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount of time these
17 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
18 required to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, meaning
19 the time during which an employee was subject to the control of an employer, including all the time the
20 employee was permitted or suffered to permit this work. DEFENDANT required these employees to
21 work off the clock without paying them for all the time they were under DEFENDANT's control. As
22 such, DEFENDANT knew or should have known that PLAINTIFF and the other members of the
23 CALIFORNIA CLASS were under compensated for all time worked. As a result, PLAINTIFF and
24 other CALIFORNIA CLASS Members forfeited time worked by working without their time being
25 accurately recorded and without compensation at the applicable minimum wage and overtime wage
26 rates. To the extent that the time worked off the clock does not qualify for overtime premium payment,
27 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab.
28 Code §§ 1194, 1197, and 1197.1.

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

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

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

26 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the
27 regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely earned non-
28 discretionary incentive wages which increased their regular rate of pay. However, when sick pay was

1 paid, it was paid at the base rate of pay for PLAINTIFF and members of the CALIFORNIA CLASS,
2 as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

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

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

18 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
19 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses incurred
20 by the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
21 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are
22 required to indemnify employees for all expenses incurred in the course and scope of their employment.
23 Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all
24 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
25 or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless
26 the employee, at the time of obeying the directions, believed them to be unlawful."

27 23. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
28 Members as a business expense, were required by DEFENDANT to use their own personal cellular

1 phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are not
2 reimbursed or indemnified by DEFENDANT for the cost associated with the use of their personal
3 cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFF and other CALIFORNIA
4 CLASS Members were required by DEFENDANT to use their personal cellular phones. As a result,
5 in the course of their employment with DEFENDANT, PLAINTIFF and other members of the
6 CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not limited
7 to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of
8 DEFENDANT.

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

19 **JURISDICTION AND VENUE**

20 25. This Court has jurisdiction over this Action pursuant to California Code of Civil
21 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action
22 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
23 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

24 26. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
25 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and DEFENDANT (i)
26 currently maintains and at all relevant times maintained offices and facilities in this County and/or
27 conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged
28 in this County against members of the CALIFORNIA CLASS.

THE CALIFORNIA CLASS

27. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who are or previously were employed by Beacon Hill Staffing Group, LLC and all individuals who are or previously were employed by Relx Inc. in California, including any employees staffed with either Beacon Hill Staffing Group, LLC 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).

28. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

29. DEFENDANT, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work.

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

1 31. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA CLASS
2 Members is impracticable.

3 32. DEFENDANT violated the rights of the CALIFORNIA CLASS under California law
4 by:

- 5 (a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code
6 §§ 17200, (the "UCL"), by unlawfully, unfairly and/or deceptively having in
7 place company policies, practices and procedures that failed to record and pay
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for all time
9 worked, including minimum wages owed and overtime wages owed for work
10 performed by these employees; and,
11 (b) Committing an act of unfair competition in violation of the UCL, by failing to
12 provide the PLAINTIFF and the other members of the CALIFORNIA CLASS
13 with the legally required meal and rest periods.

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

- 16 (a) The persons who comprise the CALIFORNIA CLASS are so numerous that the
17 joinder of all such persons is impracticable and the disposition of their claims
18 as a class will benefit the parties and the Court;
19 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that
20 are raised in this Complaint are common to the CALIFORNIA CLASS will
21 apply to every member of the CALIFORNIA CLASS;
22 (c) The claims of the representative PLAINTIFF are typical of the claims of each
23 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members
24 of the CALIFORNIA CLASS, were classified as non-exempt employees paid
25 on an hourly basis who were subjected to the DEFENDANT's deceptive
26 practice and policy which failed to provide the legally required meal and rest
27 periods to the CALIFORNIA CLASS and thereby underpaid compensation to
28 PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic

1 injury as a result of DEFENDANT's employment practices. PLAINTIFF and
2 the members of the CALIFORNIA CLASS were and are similarly or identically
3 harmed by the same unlawful, deceptive and unfair misconduct engaged in by
4 DEFENDANT; and,

- 5 (d) The representative PLAINTIFF will fairly and adequately represent and protect
6 the interest of the CALIFORNIA CLASS, and have retained counsel who are
7 competent and experienced in Class Action litigation. There are no material
8 conflicts between the claims of the representative PLAINTIFF and the members
9 of the CALIFORNIA CLASS that would make class certification inappropriate.
10 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all
11 CALIFORNIA CLASS Members.

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

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

1 DEFENDANT failed to pay all wages due to members of the CALIFORNIA
2 CLASS as required by law;

3 1) With respect to the First Cause of Action, the final relief on behalf of the
4 CALIFORNIA CLASS sought does not relate exclusively to restitution
5 because through this claim PLAINTIFF seek declaratory relief holding
6 that the DEFENDANT's policy and practices constitute unfair
7 competition, along with declaratory relief, injunctive relief, and
8 incidental equitable relief as may be necessary to prevent and remedy the
9 conduct declared to constitute unfair competition;

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

16 1) The interests of the members of the CALIFORNIA CLASS in
17 individually controlling the prosecution or defense of separate actions in
18 that the substantial expense of individual actions will be avoided to
19 recover the relatively small amount of economic losses sustained by the
20 individual CALIFORNIA CLASS Members when compared to the
21 substantial expense and burden of individual prosecution of this
22 litigation;

23 2) Class certification will obviate the need for unduly duplicative litigation
24 that would create the risk of:

25 A. Inconsistent or varying adjudications with respect to individual
26 members of the CALIFORNIA CLASS, which would establish
27 incompatible standards of conduct for the DEFENDANT;
28 and/or,

1 B. Adjudications with respect to individual members of the
2 CALIFORNIA CLASS would as a practical matter be
3 dispositive of the interests of the other members not parties to
4 the adjudication or substantially impair or impede their ability to
5 protect their interests;

6 3) In the context of wage litigation because a substantial number of
7 individual CALIFORNIA CLASS Members will avoid asserting their
8 legal rights out of fear of retaliation by DEFENDANT, which may
9 adversely affect an individual's job with DEFENDANT or with a
10 subsequent employer, the Class Action is the only means to assert their
11 claims through a representative; and,

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

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

19 (a) The questions of law and fact common to the CALIFORNIA CLASS
20 predominate over any question affecting only individual CALIFORNIA CLASS
21 Members because the DEFENDANT's employment practices are applied with
22 respect to the CALIFORNIA CLASS;

23 (b) A Class Action is superior to any other available method for the fair and
24 efficient adjudication of the claims of the members of the CALIFORNIA
25 CLASS because in the context of employment litigation a substantial number
26 of individual CALIFORNIA CLASS Members will avoid asserting their rights
27 individually out of fear of retaliation or adverse impact on their employment;
28

- 1 (c) The members of the CALIFORNIA CLASS are so numerous that it is
2 impractical to bring all members of the CALIFORNIA CLASS before the Court;
- 3 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able
4 to obtain effective and economic legal redress unless the action is maintained as
5 a Class Action;
- 6 (e) There is a community of interest in obtaining appropriate legal and equitable
7 relief for the acts of unfair competition, statutory violations and other
8 improprieties, and in obtaining adequate compensation for the damages and
9 injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA
10 CLASS;
- 11 (f) There is a community of interest in ensuring that the combined assets of
12 DEFENDANT are sufficient to adequately compensate the members of the
13 CALIFORNIA CLASS for the injuries sustained;
- 14 (g) DEFENDANT has acted or refused to act on grounds generally applicable to the
15 CALIFORNIA CLASS, thereby making final class-wide relief appropriate with
16 respect to the CALIFORNIA CLASS as a whole;
- 17 (h) The members of the CALIFORNIA CLASS are readily ascertainable from the
18 business records of DEFENDANT; and,
- 19 (i) Class treatment provides manageable judicial treatment calculated to bring a
20 efficient and rapid conclusion to all litigation of all wage and hour related claims
21 arising out of the conduct of DEFENDANT as to the members of the
22 CALIFORNIA CLASS.

23 36. DEFENDANT maintains records from which the Court can ascertain and identify by job
24 title each of DEFENDANT's employees who have been intentionally subjected to DEFENDANT's
25 company policy, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the
26 Complaint to include any additional job titles of similarly situated employees when they have been
27 identified.
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THE CALIFORNIA LABOR SUB-CLASS

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

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

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

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

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

- 5 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
6 compensation due to members of the CALIFORNIA LABOR SUB-CLASS for
7 missed meal and rest breaks in violation of the California Labor Code and
8 California regulations and the applicable California Wage Order;
- 9 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
10 members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized
11 wage statements;
- 12 (c) Whether DEFENDANT has engaged in unfair competition by the above-listed
13 conduct;
- 14 (d) The proper measure of damages and penalties owed to the members of the
15 CALIFORNIA LABOR SUB-CLASS; and,
- 16 (e) Whether DEFENDANT's conduct was willful.

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

- 19 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFF and
20 the members of the CALIFORNIA LABOR SUB-CLASS all wages due for
21 overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code
22 § 1194;
- 23 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1, by failing to accurately pay
24 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the
25 correct minimum wage pay for which DEFENDANT is liable pursuant to Cal.
26 Lab. Code §§ 1194 and 1197;
- 27 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
28 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized

statement in writing showing the corresponding correct amount of wages earned by the employee;

(d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;

(e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment; and,

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

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

(a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply to every member of the CALIFORNIA LABOR SUB-CLASS;

(c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, were non-exempt

1 employees paid on an hourly basis who were subjected to the DEFENDANT's
2 practice and policy which failed to pay the correct amount of wages due to the
3 CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury
4 as a result of DEFENDANT's employment practices. PLAINTIFF and the
5 members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
6 identically harmed by the same unlawful, deceptive, and unfair misconduct
7 engaged in by DEFENDANT; and,

- 8 (d) The representative PLAINTIFF will fairly and adequately represent and protect
9 the interest of the CALIFORNIA LABOR SUB-CLASS, and have retained
10 counsel who are competent and experienced in Class Action litigation. There
11 are no material conflicts between the claims of the representative PLAINTIFF
12 and the members of the CALIFORNIA LABOR SUB-CLASS that would make
13 class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-
14 CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-
15 CLASS Members.

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

- 18 (a) Without class certification and determination of declaratory, injunctive, statutory
19 and other legal questions within the class format, prosecution of separate actions
20 by individual members of the CALIFORNIA LABOR SUB-CLASS will create
21 the risk of:

- 22 1) Inconsistent or varying adjudications with respect to individual members
23 of the CALIFORNIA LABOR SUB-CLASS which would establish
24 incompatible standards of conduct for the parties opposing the
25 CALIFORNIA LABOR SUB-CLASS; or,
26 2) Adjudication with respect to individual members of the CALIFORNIA
27 LABOR SUB-CLASS which would as a practical matter be dispositive
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1 of interests of the other members not party to the adjudication or
2 substantially impair or impede their ability to protect their interests.

3 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or
4 refused to act on grounds generally applicable to the CALIFORNIA LABOR
5 SUB-CLASS, making appropriate class-wide relief with respect to the
6 CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT fails to
7 pay all wages due. Including the correct wages for all time worked by the
8 members of the CALIFORNIA LABOR SUB-CLASS as required by law;

9 (c) Common questions of law and fact predominate as to the members of the
10 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
11 violations of California Law as listed above, and predominate over any question
12 affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and
13 a Class Action is superior to other available methods for the fair and efficient
14 adjudication of the controversy, including consideration of:

15 1) The interests of the members of the CALIFORNIA LABOR SUB-
16 CLASS in individually controlling the prosecution or defense of separate
17 actions in that the substantial expense of individual actions will be
18 avoided to recover the relatively small amount of economic losses
19 sustained by the individual CALIFORNIA LABOR SUB-CLASS
20 Members when compared to the substantial expense and burden of
21 individual prosecution of this litigation;

22 2) Class certification will obviate the need for unduly duplicative litigation
23 that would create the risk of:

24 A. Inconsistent or varying adjudications with respect to individual
25 members of the CALIFORNIA LABOR SUB-CLASS, which
26 would establish incompatible standards of conduct for the
27 DEFENDANT; and/or,
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1 B. Adjudications with respect to individual members of the
2 CALIFORNIA LABOR SUB-CLASS would as a practical
3 matter be dispositive of the interests of the other members not
4 parties to the adjudication or substantially impair or impede their
5 ability to protect their interests;

6 3) In the context of wage litigation because a substantial number of
7 individual CALIFORNIA LABOR SUB-CLASS Members will avoid
8 asserting their legal rights out of fear of retaliation by DEFENDANT,
9 which may adversely affect an individual's job with DEFENDANT or
10 with a subsequent employer, the Class Action is the only means to assert
11 their claims through a representative; and,

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

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

19 (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-
20 CLASS predominate over any question affecting only individual CALIFORNIA
21 LABOR SUB-CLASS Members;

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

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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200]**

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

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

7 47. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof. Code §
8 17021.

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

12 Any person who engages, has engaged, or proposes to engage in unfair competition may
13 be enjoined in any court of competent jurisdiction. The court may make such orders or
14 judgments, including the appointment of a receiver, as may be necessary to prevent the
15 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.

16 Cal. Bus. & Prof. Code § 17203.

17 49. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in
18 a business practice which violates California law, including but not limited to, the applicable Industrial
19 Wage Order(s), the California Code of Regulations and the California Labor Code including Sections
20 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802 and the Fair Labor Standards Act and
21 federal regulations promulgated thereunder, for which this Court should issue declaratory and other
22 equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy
23 the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

1 51. By the conduct alleged herein, DEFENDANT's practices were deceptive and fraudulent
2 in that DEFENDANT's policy and practice failed to provide the legally mandated meal and rest periods,
3 the required amount of compensation for missed meal and rest periods and overtime and minimum
4 wages owed, failed to timely pay wages, and failed to reimburse all necessary business expenses
5 incurred, and failed to provide Fair Labor Standards Act overtime wages due for overtime worked as
6 a result of failing to include non-discretionary incentive compensation into their regular rates of pay for
7 purposes of computing the proper overtime pay due to a business practice that cannot be justified,
8 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation
9 of Cal. Bus. Code §§ 17200, and for which this Court should issue injunctive and equitable relief,
10 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

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

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

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

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

26 56. By and through the unlawful and unfair business practices described herein,
27 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the other
28 members of the CALIFORNIA CLASS, including earned wages for all time worked, and has deprived

1 them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these
2 employees and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete
3 against competitors who comply with the law.

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

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

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

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

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1 and other members of the CALIFORNIA LABOR SUB-CLASS. DEFENDANT acted in an illegal
2 attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor
3 Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

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

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

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

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

24 72. In performing the acts and practices herein alleged in violation of California labor laws,
25 and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all time
26 worked and provide them with the requisite compensation, DEFENDANT acted and continues to act
27 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
28 CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for their legal rights, or the

1 consequences to them, and with the despicable intent of depriving them of their property and legal
2 rights, and otherwise causing them injury in order to increase company profits at the expense of these
3 employees.

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

14
15 **THIRD CAUSE OF ACTION**

16 **For Failure To Pay Overtime Compensation**

17 **[Cal. Lab. Code § 510]**

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

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

22 75. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring
23 a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the
24 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees for
25 all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
26 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 unless
3 they receive additional compensation beyond their regular wages in amounts specified by law.

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

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

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

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

26 81. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
27 from the overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFF
28 and the other members of the CALIFORNIA LABOR SUB-CLASS. Further, PLAINTIFF and the other

1 members of the CALIFORNIA LABOR SUB-CLASS were not subject to a valid collective bargaining
2 agreement that would preclude the causes of action contained herein this Complaint. Rather,
3 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA LABOR SUB-CLASS based
4 on DEFENDANT's violations of non-negotiable, non-waiveable rights provided by the State of
5 California.

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

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

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

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

26 86. In performing the acts and practices herein alleged in violation of California labor laws,
27 and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all overtime
28 worked and provide them with the requisite overtime compensation, DEFENDANT acted and continues

1 to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
2 CALIFORNIA LABOR SUB-CLASS with a conscious of and utter disregard for their legal rights, or
3 the consequences to them, and with the despicable intent of depriving them of their property and legal
4 rights, and otherwise causing them injury in order to increase company profits at the expense of these
5 employees.

6 87. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
7 therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as well
8 as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
9 California Labor Code and/or other applicable statutes. To the extent minimum and/or overtime
10 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members who
11 have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
12 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code
13 § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
14 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith.
15 Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and
16 recover statutory costs.

17 **FOURTH CAUSE OF ACTION**

18 **For Failure to Provide Required Meal Periods**

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

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

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

24 89. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed
25 to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA
26 LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature
27 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not
28

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

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

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

20 **FIFTH CAUSE OF ACTION**

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

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

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

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

27 93. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from time
28 to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods.

1 Further, these employees from time to time were denied their first rest periods of at least ten (10)
2 minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at
3 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second
4 and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
5 time to time. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
6 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF
7 and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest
8 periods by DEFENDANT and DEFENDANT's managers.

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

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

17 **SIXTH CAUSE OF ACTION**

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

19 **[Cal. Lab. Code § 226]**

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

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

24 97. Cal. Labor Code § 226 provides that an employer must furnish employees with
25 an "accurate itemized" statement in writing showing:

- 26 (1) gross wages earned,
27 (2) total hours worked by the employee, except for any employee whose compensation is
28 solely based on a salary and who is exempt from payment of overtime under subdivision (a)
of Section 515 or any applicable order of the Industrial Welfare Commission,

1 (3) the number of piecerate units earned and any applicable piece rate if the employee is paid
2 on a piece-rate basis,
3 (4) all deductions, provided that all deductions made on written orders of the employee may
4 be aggregated and shown as one item,
5 (5) net wages earned,
6 (6) the inclusive dates of the period for which the employee is paid,
7 (7) the name of the employee and his or her social security number, except that by January 1,
8 2008, only the last four digits of his or her social security number or an employee
9 identification number other than a social security number may be shown on the itemized
10 statement,
11 (8) the name and address of the legal entity that is the employer, and
12 (9) all applicable hourly rates in effect during the pay period and the corresponding number
13 of hours worked at each hourly rate by the employee.

14 98. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other
15 members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements
16 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code §
17 226 provides that every employer shall furnish each of his or her employees with an accurate
18 itemized wage statement in writing showing, among other things, gross wages earned and all
19 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
20 at each hourly rate. PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members were paid on
21 an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the
22 pay period and the total hours worked, and the applicable pay period in which the wages were
23 earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT
24 provided to PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
25 such information. More specifically, the wage statements failed to identify the accurate total hours
26 worked each pay period. When the hours shown on the wage statements were added up, they did
27 not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code
28 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue
to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
Code 226. As a result, DEFENDANT from time to time provided PLAINTIFF and the other
members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal.
Lab. Code § 226.

99. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code §
226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA

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

10 **SEVENTH CAUSE OF ACTION**

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

12 **[Cal. Lab. Code § 2802]**

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

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

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

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

21 102. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
22 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
23 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
24 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
25 CLASS members for expenses which included, but were not limited to, costs related to using their
26 personal cellular phones on behalf of and for the benefit of DEFENDANT. Specifically,
27 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were required by
28 DEFENDANT to use their personal cellular phones and home offices in order to perform work

1 related job tasks. DEFENDANT's policy and practice was to not reimburse PLAINTIFF and the
2 CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal
3 cellular phones and home offices for DEFENDANT within the course and scope of their
4 employment for DEFENDANT. These expenses were necessary to complete their principal job
5 duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
6 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the
7 CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and reimburse
8 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these expenses as an
9 employer is required to do under the laws and regulations of California.

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

14
15 **EIGHTH CAUSE OF ACTION**

16 **For Failure to Pay Wages When Due**

17 **[Cal. Lab. Code §§ 201, 202, 203]**

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

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

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

24 (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,
25 task, piece, Commission basis, or other method of calculation.

26 (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.

27 105. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges an
28 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 accrued vested vacation and holiday time on the date of their termination pursuant to DEFENDANT's uniform vacation policies and applicable California law. The amount of vacation pay PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members earned and accumulated is evidenced by DEFENDANT's business records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFF, and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay such wages at the regular rate of pay and more specifically the final rate of pay that included all non-discretionary incentive compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of including all of PLAINTIFF's, and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary incentive compensation into the vacation wage payment calculations. DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which

1 PLAINTIFF, and other CALIFORNIA LABOR CLASS Members would be paid vacation upon
2 leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful practice, policy
3 and procedure to deny paying PLAINTIFF, and the other members of the CALIFORNIA LABOR
4 SUB-CLASS all of their vested vacation and holiday time, DEFENDANT failed to pay
5 PLAINTIFF, and the members of the CALIFORNIA LABOR SUB-CLASS all vested vacation time
6 as wages due upon employment termination, in violation of the California Labor Code, Sections
7 201, 202, 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to
8 PLAINTIFF, and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay,
9 instead of including all of PLAINTIFF's, and the CALIFORNIA LABOR SUB-CLASS Members'
10 non-discretionary compensation into the waiting time penalty calculations. This failure by
11 DEFENDANT is believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal
12 to provide compensation for earned, accrued and vested vacation and holiday time, as well as the
13 corresponding waiting time penalties that were paid. DEFENDANT perpetrated this unlawful,
14 unfair and deceptive practice to the detriment of PLAINTIFF, and the members of the
15 CALIFORNIA LABOR SUB-CLASS. DEFENDANT's uniform practice and policy of failing to
16 pay the LABOR SUB-CLASS Members for all vested vacation and holiday time accumulated at
17 employment termination violated and continues to violate Section 227.3 of the California Labor
18 Code.

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

25 **NINTH CAUSE OF ACTION**

26 **For Failure to Pay Sick Pay Wages**

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

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

and Against All Defendants)

111. 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.

112. Cal Lab. Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick pay wages as damages.

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

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

14 115. As alleged herein and as a matter of policy and practice, DEFENDANT
15 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other members
16 of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result,
17 DEFENDANT violates Cal. Lab. Code §§ 201-203, 233, and 246, among other Labor Code
18 provisions. PLAINTIFF are informed and believe that DEFENDANT was advised by skilled
19 lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to
20 PLAINTIFF' allegations, especially since the California Supreme Court has explained that "[c]ourts
21 have recognized that 'wages' also include those benefits to which an employee is entitled as a part
22 of his or her compensation, including money, room, board, clothing, vacation pay, *and sick pay.*"
23 *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because
24 DEFENDANT willfully fails to timely pay PLAINTIFF and the other members of the
25 CALIFORNIA LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to
26 applicable penalties.

27 116. Such a pattern, practice, and uniform administration of corporate policy is
28

1 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-
2 CLASS to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's
3 fees, and costs of suit.

4 **TENTH CAUSE OF ACTION**

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

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

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

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

10 118. PAGA is a mechanism by which the State of California itself can enforce state labor
11 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
12 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
13 enforcement action designed to protect the public and not to benefit private parties. The purpose of the
14 PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private
15 attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified
16 that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general
17 to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
18 claims cannot be subject to arbitration.

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

27 120. On May 22, 2024, PLAINTIFF gave written notice by electronic mail to the Labor and
28 Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific

provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein (PAGA Notice only without draft complaint). The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

121. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable seating, all in violation of the applicable Labor Code sections listed in 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), and thereby gives rise to civil penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

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

PRAYER FOR RELIEF

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

1. On behalf of the CALIFORNIA CLASS:

- 1 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS
2 as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 3 B) An order temporarily, preliminarily and permanently enjoining and restraining
4 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- 5 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld
6 from compensation due to PLAINTIFF and the other members of the CALIFORNIA
7 CLASS; and,
- 8 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for
9 restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and
10 to the other members of the CALIFORNIA CLASS.

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

- 12 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and
13 Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class
14 action pursuant to Cal. Code of Civ. Proc. § 382;
- 15 B) Compensatory damages, according to proof at trial, including compensatory damages
16 for minimum and overtime compensation due PLAINTIFF and the other members of
17 the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR
18 SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- 19 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
20 a violation occurs and one hundred dollars (\$100) per each member of the
21 CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not
22 exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs
23 for violation of Cal. Lab. Code § 226;
- 24 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
25 applicable IWC Wage Order;
- 26 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;
- 27
28

1 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
2 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs
3 of suit.;

4 G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as
5 a penalty from the due date thereof at the same rate until paid or until an action therefore
6 is commenced, in accordance with Cal. Lab. Code § 203.

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

8 A) Recovery of civil penalties as prescribed by the Labor Code Private
9 Attorneys General Act of 2004; and,

10 B) An award of attorneys' fees and cost of suit, as allowable; and

11 4. On all claims:

12 A) An award of interest, including prejudgment interest at the legal rate;

13 B) Such other and further relief as the Court deems just and equitable; and,

14 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
15 including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

16
17 Dated: November 24, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

18
19 By: /s/ Nicholas J. De Blouw
20 Norman B. Blumenthal
21 Nicholas J. De Blouw

22 *Attorneys for Plaintiff*
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DEMAND FOR A JURY TRIAL

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

Dated: November 24, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

Attorneys for Plaintiff

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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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
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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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