

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

Jeffrey S. Herman (State Bar #280058)

jeffrey@bamlawca.com

4 2255 Calle Clara

La Jolla, CA 92037

5 Telephone: (858)551-1223

Facsimile: (858) 551-1232

6 Website: www.bamlawca.com

Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF ALAMEDA**

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

11
12 Plaintiff,

13 vs.

14 RELX INC., a Corporation; and DOES 1 through
50, inclusive,

15
16 Defendants.

Case No. 24CV090145

**THIRD 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 1
1070(14) (FAILURE TO PROVIDE SEATING),
AND THE APPLICABLE WAGE ORDER(S).

DEMAND FOR A JURY TRIAL

FILED

Superior Court of California
County of Alameda

05/08/2026

Clad Flike, Executive Officer/Clerk of the Court

By: C. Huang Deputy

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. Relx Inc. (“DEFENDANT”) is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

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

3. 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.

4. PLAINTIFF brings this Class Action on behalf of herself and a California class, defined as all individuals who are or previously were employed by Relx Inc. in California, including any employees staffed with 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).

5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which failed to lawfully compensate these employees. DEFENDANT's policy and practice alleged herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS

1 who have been economically injured by DEFENDANT's past and current unlawful conduct, and all
2 other appropriate legal and equitable relief.

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

11 7. The agents, servants and/or employees of the Defendants and each of them acting on
12 behalf of the Defendants acted within the course and scope of his, her or its authority as the agent,
13 servant and/or employee of the Defendants, and personally participated in the conduct alleged herein
14 on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each
15 Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally
16 liable to PLAINTIFF and the other members of the CALIFORNIA CLASS, for the loss sustained as a
17 proximate result of the conduct of the Defendants' agents, servants and/or employees.

18 THE CONDUCT

19
20 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
21 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning
22 the time during which an employee is subject to the control of an employer, including all the time the
23 employee is suffered or permitted to work. Plaintiff was placed with DEFENDANT by a staffing
24 company in order to provide legal research services as a Legal Taxonomist. At all times PLAINTIFF
25 was suffered or permitted to work, and in fact performed work for DEFENDANT. DEFENDANT
26 controlled PLAINTIFF'S wages, hours, and working conditions. PLAINTIFF was presented with, and
27 signed, DEFENDANT'S "Reflex Contractor Onboarding Documents" which provided Plaintiff with
28 a checklist of employment tasks, including job assignments, responsibilities, rates of pay,

1 vacation/holiday requirements, and location of work. Attached as Exhibit 1 is a true and correct copy
2 of the Reflex Contractor Onboarding Documents. As stated therein, DEFENDANT controlled
3 PLAINTIFF'S working conditions, job assignments, training, and hours worked. Specifically,
4 DEFENDANT's supervisors, including, but not limited to, Robin Warling directly assigned
5 PLAINTIFF her work assignments, and when completed, assigned the next work assignment. Further,
6 while completing work assignments, DEFENDANT'S supervisors, including, but not limited to Robin
7 Warling, oversaw all work duties performed by PLAINTIFF. And DEFENDANT'S supervisors,
8 including, but not limited to Robin Warling, scheduled Plaintiff's training assignments, and set
9 meetings for PLAINTIFF to attend, which ultimately, were all for DEFENDANT'S benefit. As a result,
10 DEFENDANT had direct control over PLAINTIFF's day-to-day work. To that end, DEFENDANT
11 directly controlled PLAINTIFF's hours worked. In order to change her scheduled hours, PLAINTIFF
12 was required to meet with DEFENDANT's supervisor, Mark Fea, who had the power to change or alter
13 her hours worked. DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work
14 without paying them for all the time they are under DEFENDANT's control. DEFENDANT also had
15 the power to terminate PLAINTIFF at any time. Among other things, DEFENDANT requires
16 PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal
17 break. PLAINTIFF were from time to time interrupted by work assignments while clocked out for what
18 should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established
19 company policy and procedure, administers a uniform practice of rounding the actual time worked and
20 recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT,
21 so that during the course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are
22 paid less than they would have been paid had they been paid for actual recorded time rather than
23 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and
24 CALIFORNIA CLASS Members to perform work off-the-clock in that DEFENDANT, as a condition
25 of employment, required these employees to submit to mandatory temperature checks and symptom
26 questionnaires for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for
27 the workday. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum
28 wage, overtime wage compensation, and off-duty meal breaks by working without their time being

1 correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and
2 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is
3 evidenced by DEFENDANT's business records.

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

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

22 11. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA
23 CLASS Members were from time to time unable to take thirty (30) minute off duty meal breaks and
24 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS
25 Members were required from time to time to perform work as ordered by DEFENDANT for more than
26 five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time
27 to time failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal
28 period for some workdays in which these employees were required by DEFENDANT to work ten (10)

1 hours of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid
2 paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members. PLAINTIFF and other
3 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation
4 and in accordance with DEFENDANT's corporate policy and practice.

5 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other CALIFORNIA
6 CLASS Members were also required from time to time to work in excess of four (4) hours without
7 being provided ten (10) minute rest periods. Further, these employees were denied their first rest
8 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time
9 to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six
10 (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10)
11 minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
12 CALIFORNIA CLASS Members were also not provided with one hour wages in lieu thereof.
13 Additionally, the applicable California Wage Order requires employers to provide employees with off-
14 duty rest periods, which the California Supreme Court defined as time during which an employee is
15 relieved from all work related duties and free from employer control. In so doing, the Court held that
16 the requirement under California law that employers authorize and permit all employees to take rest
17 period means that employers must relieve employees of all duties and relinquish control over how
18 employees spend their time which includes control over the locations where employees may take their
19 rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five
20 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
21 CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's
22 rule which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
23 premises during their rest period.

24 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately record
25 and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount of time these
26 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
27 required to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, meaning
28 the time during which an employee was subject to the control of an employer, including all the time the

1 employee was permitted or suffered to permit this work. DEFENDANT required these employees to
2 work off the clock without paying them for all the time they were under DEFENDANT's control. As
3 such, DEFENDANT knew or should have known that PLAINTIFF and the other members of the
4 CALIFORNIA CLASS were under compensated for all time worked. As a result, PLAINTIFF and
5 other CALIFORNIA CLASS Members forfeited time worked by working without their time being
6 accurately recorded and without compensation at the applicable minimum wage and overtime wage
7 rates. To the extent that the time worked off the clock does not qualify for overtime premium payment,
8 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab.
9 Code §§ 1194, 1197, and 1197.1.

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

27 15. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA
28 CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code

1 Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary
2 remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay
3 to PLAINTIFF and other CALIFORNIA CLASS Members at their base rates of pay.

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

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

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

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

27 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
28 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses incurred

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

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

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

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5

6
7
8
9
0

1

2
3
4
5
6
7
8
9

20
21

22
23
24
25
26
27

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

9 29. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA CLASS
10 Members is impracticable.

11 30. DEFENDANT violated the rights of the CALIFORNIA CLASS under California law
12 by:

- 13 (a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code
14 §§ 17200, (the "UCL"), by unlawfully, unfairly and/or deceptively having in
15 place company policies, practices and procedures that failed to record and pay
16 PLAINTIFF and the other members of the CALIFORNIA CLASS for all time
17 worked, including minimum wages owed and overtime wages owed for work
18 performed by these employees; and,
19 (b) Committing an act of unfair competition in violation of the UCL, by failing to
20 provide the PLAINTIFF and the other members of the CALIFORNIA CLASS
21 with the legally required meal and rest periods.

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

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

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

4 (c) The claims of the representative PLAINTIFF are typical of the claims of each
5 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members
6 of the CALIFORNIA CLASS, were classified as non-exempt employees paid
7 on an hourly basis who were subjected to the DEFENDANT's deceptive
8 practice and policy which failed to provide the legally required meal and rest
9 periods to the CALIFORNIA CLASS and thereby underpaid compensation to
10 PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic
11 injury as a result of DEFENDANT's employment practices. PLAINTIFF and
12 the members of the CALIFORNIA CLASS were and are similarly or identically
13 harmed by the same unlawful, deceptive and unfair misconduct engaged in by
14 DEFENDANT; and,

15 (d) The representative PLAINTIFF will fairly and adequately represent and protect
16 the interest of the CALIFORNIA CLASS, and have retained counsel who are
17 competent and experienced in Class Action litigation. There are no material
18 conflicts between the claims of the representative PLAINTIFF and the members
19 of the CALIFORNIA CLASS that would make class certification inappropriate.
20 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all
21 CALIFORNIA CLASS Members.

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

24 (a) Without class certification and determination of declaratory, injunctive, statutory
25 and other legal questions within the class format, prosecution of separate actions
26 by individual members of the CALIFORNIA CLASS will create the risk of:

27 1) Inconsistent or varying adjudications with respect to individual members
28 of the CALIFORNIA CLASS which would establish incompatible

standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,

- 2) Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

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

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

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

- 1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the

1 individual CALIFORNIA CLASS Members when compared to the
2 substantial expense and burden of individual prosecution of this
3 litigation;

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

6 A. Inconsistent or varying adjudications with respect to individual
7 members of the CALIFORNIA CLASS, which would establish
8 incompatible standards of conduct for the DEFENDANT;
9 and/or,

10 B. Adjudications with respect to individual members of the
11 CALIFORNIA CLASS would as a practical matter be
12 dispositive of the interests of the other members not parties to
13 the adjudication or substantially impair or impede their ability to
14 protect their interests;

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

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

26 33. This Court should permit this action to be maintained as a Class Action pursuant to Cal.
27 Code of Civ. Proc. § 382 because:
28

- 1 (a) The questions of law and fact common to the CALIFORNIA CLASS
2 predominate over any question affecting only individual CALIFORNIA CLASS
3 Members because the DEFENDANT's employment practices are applied with
4 respect to the CALIFORNIA CLASS;
- 5 (b) A Class Action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the CALIFORNIA
7 CLASS because in the context of employment litigation a substantial number
8 of individual CALIFORNIA CLASS Members will avoid asserting their rights
9 individually out of fear of retaliation or adverse impact on their employment;
- 10 (c) The members of the CALIFORNIA CLASS are so numerous that it is
11 impractical to bring all members of the CALIFORNIA CLASS before the Court;
- 12 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able
13 to obtain effective and economic legal redress unless the action is maintained as
14 a Class Action;
- 15 (e) There is a community of interest in obtaining appropriate legal and equitable
16 relief for the acts of unfair competition, statutory violations and other
17 improprieties, and in obtaining adequate compensation for the damages and
18 injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA
19 CLASS;
- 20 (f) There is a community of interest in ensuring that the combined assets of
21 DEFENDANT are sufficient to adequately compensate the members of the
22 CALIFORNIA CLASS for the injuries sustained;
- 23 (g) DEFENDANT has acted or refused to act on grounds generally applicable to the
24 CALIFORNIA CLASS, thereby making final class-wide relief appropriate with
25 respect to the CALIFORNIA CLASS as a whole;
- 26 (h) The members of the CALIFORNIA CLASS are readily ascertainable from the
27 business records of DEFENDANT; and,
28

1 (i) Class treatment provides manageable judicial treatment calculated to bring a
2 efficient and rapid conclusion to all litigation of all wage and hour related claims
3 arising out of the conduct of DEFENDANT as to the members of the
4 CALIFORNIA CLASS.

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

10
11 **THE CALIFORNIA LABOR SUB-CLASS**

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

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

1 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be
2 adjusted accordingly.

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

8 38. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
9 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

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

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

24 40. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under
25 California law by:

- 26 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFF and
27 the members of the CALIFORNIA LABOR SUB-CLASS all wages due for
28

overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;

(b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

(c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the 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.

41. 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

1 is impracticable and the disposition of their claims as a class will benefit the
2 parties and the Court;

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

7 (c) The claims of the representative PLAINTIFF are typical of the claims of each
8 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the
9 other members of the CALIFORNIA LABOR SUB-CLASS, were non-exempt
10 employees paid on an hourly basis who were subjected to the DEFENDANT's
11 practice and policy which failed to pay the correct amount of wages due to the
12 CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury
13 as a result of DEFENDANT's employment practices. PLAINTIFF and the
14 members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
15 identically harmed by the same unlawful, deceptive, and unfair misconduct
16 engaged in by DEFENDANT; and,

17 (d) The representative PLAINTIFF will fairly and adequately represent and protect
18 the interest of the CALIFORNIA LABOR SUB-CLASS, and have retained
19 counsel who are competent and experienced in Class Action litigation. There
20 are no material conflicts between the claims of the representative PLAINTIFF
21 and the members of the CALIFORNIA LABOR SUB-CLASS that would make
22 class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-
23 CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-
24 CLASS Members.

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

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

1 by individual members of the CALIFORNIA LABOR SUB-CLASS will create
2 the risk of:

3 1) Inconsistent or varying adjudications with respect to individual members
4 of the CALIFORNIA LABOR SUB-CLASS which would establish
5 incompatible standards of conduct for the parties opposing the
6 CALIFORNIA LABOR SUB-CLASS; or,

7 2) Adjudication with respect to individual members of the CALIFORNIA
8 LABOR SUB-CLASS which would as a practical matter be dispositive
9 of interests of the other members not party to the adjudication or
10 substantially impair or impede their ability to protect their interests.

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

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

23 1) The interests of the members of the CALIFORNIA LABOR SUB-
24 CLASS in individually controlling the prosecution or defense of separate
25 actions in that the substantial expense of individual actions will be
26 avoided to recover the relatively small amount of economic losses
27 sustained by the individual CALIFORNIA LABOR SUB-CLASS
28

Members when compared to the substantial expense and burden of individual prosecution of this litigation;

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

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

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

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

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

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

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

LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

- (i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT as to the members of the CALIFORNIA LABOR SUB-CLASS.

FIRST CAUSE OF ACTION

For Unlawful Business Practices

[Cal. Bus. And Prof. Code §§ 17200]

(By PLAINTIFF and the CALIFORNIA CLASS and Against DEFENDANT)

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

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

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

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

Cal. Bus. & Prof. Code § 17203.

47. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802 and the Fair Labor Standards Act and

1 federal regulations promulgated thereunder, for which this Court should issue declaratory and other
2 equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy
3 the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

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

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

26 52. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
27 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty meal
28 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each

1 workday in which a second off-duty meal period was not timely provided for each ten (10) hours of
2 work.

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

6 54. By and through the unlawful and unfair business practices described herein,
7 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the other
8 members of the CALIFORNIA CLASS, including earned wages for all time worked, and has deprived
9 them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these
10 employees and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete
11 against competitors who comply with the law.

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

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

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

26 58. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
27 and/or adequate remedy at law that will end the unlawful and unfair business practices of
28 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result

1 of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of
2 the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic
3 harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair
4 business practices.

5
6 **SECOND CAUSE OF ACTION**

7 **For Failure To Pay Minimum Wages**

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

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

10 **and Against DEFENDANT)**

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

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

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

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

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

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

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

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

13 67. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT required,
14 permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members to work without
15 paying them for all the time they were under DEFENDANT's control. During the CALIFORNIA
16 LABOR SUB-CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA LABOR
17 SUB-CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all
18 earned wages.

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

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

1 perpetrated this scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA
2 LABOR SUB-CLASS the correct minimum wages for their time worked.

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

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

21
22 **THIRD CAUSE OF ACTION**

23 **For Failure To Pay Overtime Compensation**

24 **[Cal. Lab. Code § 510]**

25 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against DEFENDANT)**

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

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

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

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

13 76. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
14 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by DEFENDANT
15 to work for DEFENDANT and were not paid for all the time they worked, including overtime work.

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

23 78. In committing these violations of the California Labor Code, DEFENDANT inaccurately
24 recorded overtime worked and consequently underpaid the overtime worked by PLAINTIFF and other
25 CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted in an illegal attempt to avoid
26 the payment of all earned wages, and other benefits in violation of the California Labor Code, the
27 Industrial Welfare Commission requirements and other applicable laws and regulations. As a direct
28 result of DEFENDANT's unlawful wage practices as alleged herein, the PLAINTIFF and the other

1 members of the CALIFORNIA LABOR SUB-CLASS did not receive full compensation for overtime
2 worked.

3 79. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
4 from the overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFF
5 and the other members of the CALIFORNIA LABOR SUB-CLASS. Further, PLAINTIFF and the other
6 members of the CALIFORNIA LABOR SUB-CLASS were not subject to a valid collective bargaining
7 agreement that would preclude the causes of action contained herein this Complaint. Rather,
8 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA LABOR SUB-CLASS based
9 on DEFENDANT's violations of non-negotiable, non-waiveable rights provided by the State of
10 California.

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

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

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

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

1 perpetrated this scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA
2 LABOR SUB-CLASS for overtime worked.

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

11 85. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
12 therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as well
13 as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
14 California Labor Code and/or other applicable statutes. To the extent minimum and/or overtime
15 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members who
16 have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
17 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code
18 § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
19 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith.
20 Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and
21 recover statutory costs.

22 **FOURTH CAUSE OF ACTION**

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

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

25 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against DEFENDANT)**
26
27
28

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

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

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

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

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

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

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against DEFENDANT)**

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

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

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

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

26 ///

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

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

3 **[Cal. Lab. Code § 226]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against DEFENDANT)**

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

8 95. Cal. Labor Code § 226 provides that an employer must furnish employees with
9 an “accurate itemized” statement in writing showing:

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

18 96. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other
19 members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements
20 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code §
21 226 provides that every employer shall furnish each of his or her employees with an accurate
22 itemized wage statement in writing showing, among other things, gross wages earned and all
23 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
24 at each hourly rate. PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members were paid on
25 an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the
26 pay period and the total hours worked, and the applicable pay period in which the wages were
27 earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT
28

1 provided to PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
2 such information. More specifically, the wage statements failed to identify the accurate total hours
3 worked each pay period. When the hours shown on the wage statements were added up, they did
4 not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code
5 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue
6 to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
7 Code 226. As a result, DEFENDANT from time to time provided PLAINTIFF and the other
8 members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal.
9 Lab. Code § 226.

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

21 **SEVENTH CAUSE OF ACTION**

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

23 **[Cal. Lab. Code § 2802]**

24 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against DEFENDANT)**

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

28 99. Cal. Lab. Code § 2802 provides, in relevant part, that:

1 An employer shall indemnify his or her employee for all necessary expenditures or
2 losses incurred by the employee in direct consequence of the discharge of his or her
3 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.

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

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

25 ///

26 ///

1 **EIGHTH CAUSE OF ACTION**

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

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

4 **(By PLAINTIFF, and the CALIFORNIA LABOR SUB-CLASS**

5 **and Against DEFENDANT)**

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

9 1. Cal. Lab. Code § 200 provides, in relevant part, that:

As used in this article:

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

12 (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.

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

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

16 If an employee not having a written contract for a definite period quits his or her
17 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
18 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
19 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
20 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.

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

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

24 If an employer willfully fails to pay, without abatement or reduction, in
25 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
26 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.

27 107. The employment of PLAINTIFF, and many CALIFORNIA LABOR SUB-CLASS
28 Members has terminated and DEFENDANT has not tendered payment of all wages owed as required

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

1 all vested vacation and holiday time accumulated at employment termination violated and continues
2 to violate Section 227.3 of the California Labor Code.

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

9 **NINTH CAUSE OF ACTION**

10 **For Failure to Pay Sick Pay Wages**

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

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

13 **and Against DEFENDANT)**

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

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

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

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

25 113. As alleged herein and as a matter of policy and practice, DEFENDANT
26 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other members
27 of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result,
28 DEFENDANT violates Cal. Lab. Code §§ 201-203, 233, and 246, among other Labor Code

1 provisions. PLAINTIFF are informed and believe that DEFENDANT was advised by skilled
2 lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to
3 PLAINTIFF' allegations, especially since the California Supreme Court has explained that "[c]ourts
4 have recognized that 'wages' also include those benefits to which an employee is entitled as a part
5 of his or her compensation, including money, room, board, clothing, vacation pay, *and sick pay*."
6 *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because
7 DEFENDANT willfully fails to timely pay PLAINTIFF and the other members of the
8 CALIFORNIA LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to
9 applicable penalties.

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

14 **TENTH CAUSE OF ACTION**

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

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

17 **(By PLAINTIFF and Against DEFENDANT)**

18 115. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
19 the prior paragraphs of this Complaint.

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

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

7 118. On May 22, 2024, PLAINTIFF gave written notice by electronic mail to the Labor and
8 Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific
9 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit
10 #2, attached hereto and incorporated by this reference herein (PAGA Notice only without draft
11 complaint). The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has
12 expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative
13 civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect
14 to all AGGRIEVED EMPLOYEES as herein defined.

15 119. The policies, acts and practices heretofore described were and are an unlawful business
16 act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED
17 EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally
18 required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and
19 sick pay wages, (e) failed to reimburse employees for required expenses, (f) failed to provide wages
20 when due, and (g) failed to provide suitable seating, all in violation of the applicable Labor Code
21 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510,
22 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
23 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to
24 Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result
25 of such conduct. PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor
26 Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal
27 conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

120. 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:

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

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

- A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) Compensatory damages, according to proof at trial, including compensatory damages for minimum and overtime compensation due PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

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

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

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

19 4. On all claims:

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

24 Dated: May 7, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

25
26 By: /s/ Nicholas J. De Blouw
27 Norman B. Blumenthal
28 Nicholas J. De Blouw

Attorneys for Plaintiff

1 **DEMAND FOR A JURY TRIAL**

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

3

4 Dated: May 7, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

5

6 By: /s/ Nicholas J. De Blouw

7 Norman B. Blumenthal

8 Nicholas J. De Blouw

9 *Attorneys for Plaintiff*

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT 1



REflex Contractor Onboarding Documents

APPENDICES

Appendix A – Background Investigation and Pre-Screen Policy

(Applies to ALL REflex US Contractors)

The background investigation for all Contractors shall be completed **before the commencement date** of the applicable work order. The background investigation shall be waived if the assignment duration is five days or less. Any Contractor whose assignment originally was five (5) days or fewer but whose assignment is extended to beyond five (5) days shall receive the required background check. If a Contractor is brought back through REflex within 30 days of a previous work order and a completed background investigation, based on the criteria listed below is on file with the Supplier, the background investigation need not be completed again.

Background Check Company

Suppliers must utilize the background check provider selected by the RELX Group to perform all background check investigations.

Verification of Completion

For **all** REflex Contractors engaged through the program, proof of completed background investigation and any other applicable screens shall be provided to the REflex Program Office at the time of completion based on the completion requirements via **Appendix G**. Failure to do so may result in the delay of the commencement date.

Background Check Criteria

The background investigation shall verify the identity of any Contractor who will be performing services for any RELX Group business and ensure that no Contractor performing such services has been convicted of a crime involving dishonesty, fraud, theft, breach of trust, computer crime, cyber crime, or any other crime or activity that is related to such services and creates an unreasonable risk to persons or property unless: (A) based on Supplier's individualized assessment of the circumstances of any such convictions (including, without limitation, the nature of the crime, the time elapsed since the conviction, and the nature of the Contractor assignment), Supplier reasonably determines (i) that the conviction is not sufficiently related to the assignment in question to justify exclusion from the assignment on the basis of business necessity and (ii) that the conviction is not otherwise disqualifying based on any local, state, or federal laws, rules or regulations and (B) Supplier obtains prior written consent to Contractor's assignment from RELX Group's Senior Vice President Global HRMS or his/her designee.

Unless otherwise prohibited by law, for Contractors who will have access to RELX Group customer data or personally identifiable information, the background investigation must include:

- Social Security Number Verification
- Criminal Records Search going back at least ten (10) years (**criminal searches for Elsevier candidates are seven (7) years**)
 - 10 year felony and misdemeanor county search
 - 10 year state search (except California, Virginia and Ohio)
 - 10 year federal search
 - National search (such as National Criminal File)
 - Bureau of Industry Statistics Denied Persons List
- Verification of Educational History (highest level completed)
- Global Sanctions
- Verification of employment history going back at least seven (7) years

- Motor Vehicle Check for current state of residence if driving is an essential job function required in the course and scope of the assignment (restricted in some states)

If, at any time after a Contractor's background check has been completed and while the Contractor is providing services to a RELX Group business, Supplier becomes aware that the Contractor has been convicted of a crime involving dishonesty, fraud, theft, breach of trust, computer crime, cyber crime, or any other crime or activity that is related to such services and creates an unreasonable risk to persons or property, Supplier shall remove Contractor from the assignment with RELX Group unless, (A) based on Supplier's individualized assessment of the circumstances of any such convictions (including, without limitation, the nature of the crime, the time elapsed since the conviction, and the nature of the Contractor assignment), Supplier reasonably determines (i) that the conviction is not sufficiently related to the assignment in question to justify exclusion from the assignment on the basis of business necessity and (ii) that the conviction is not otherwise disqualifying based on any local, state, or federal laws, rules or regulations and (B) Supplier obtains RELX Group's prior written consent to Contractor's continued assignment. If a Contractor is removed from an assignment, Supplier agrees to replace such Contractor with another similarly qualified Contractor in a timely manner so that the terms of any applicable Work Order are not impacted.

In addition, RELX Group shall have the option, at any time, to deny Contractor access to RELX Group computer networks, information systems, or facilities for any reason.

Criminal Check

In addition to the requirements in Background Check Criteria section above, Suppliers must ensure there are no other "flags" in the criminal portion of a background investigation for any Contract Worker. If there are any such flags or questions regarding the results of a background investigation, they must be escalated for consideration as follows: Service Provider must escalate all such flags or questions to the MSP, which will in turn escalate the same to the RELX US HR Compliance Manager. The RELX US HR Compliance Manager will then escalate such flags or questions to the respective Business Unit EVP Human Resources or his/her designee for a decision. The RELX US HR Compliance Manager will document the Business Unit review of any such flags or questions and the decision to hire or decline, including identifying the decision maker and providing a brief description of the details.

Credit Check

If a Contractor will provide services (i) for LexisNexis Risk Solutions, (ii) Reed Business Information (RBI), or (iii) within the finance/accounting function at Elsevier, the background investigation must also include a credit check. Supplier will be excused from this requirement if state or federal law dictates otherwise. Supplier shall contact the REflex Program office if the credit check for any Contractor within a group noted above is flagged by the provider of the credit check services. Supplier shall retain documentary proof of completion of Contractor credit checks in all other instances.

FACIS Level III (Fraud and Abuse Control Information Systems)

If a Contract Worker will provide services for LexisNexis Risk Solutions, the background investigation must also include a FACIS Level III (Fraud and Abuse Control Information Systems) review. Service Provider will be excused from this requirement if state or federal law dictates otherwise. Service Provider shall contact the REflex Program office if the FACIS check for any LexisNexis Risk Solutions Contract Worker is flagged by the provider of the FACIS check services. Service Provider shall retain documentary proof of completion of Contract Worker FACIS checks in all other instances.

Drug Test

A four-panel drug test shall be completed before the commencement date of the work authorization for all Contract Workers hired to provide services to (i) LexisNexis Risk Solutions, (ii) Elsevier Linn Distribution Center, and (iii) Reed Business Information positions which require auditing. For the avoidance of doubt, the drug screen

should search for the presence of: cocaine, opioids, phencyclidine, and amphetamines. Marijuana is **not** included in the search. Contract Workers who test positive are not eligible for assignment through the Reflex Program. Drug screens allow for only one diluted result; two diluted results are not eligible for assignment through the Reflex Program.

LexisNexis Privacy & Security Training

All LexisNexis Contractors (regardless of division) must complete a LexisNexis Privacy & Security Training course on LexisNexis's training web portal before the start of the assignment. Reference Appendix C for more information.

DMV Document

The California DMV document shall be signed before the commencement date of the work authorization for all Contractors providing services to LexisNexis Risk Solutions regardless of the work location. Reference Appendix D for more information.

Supplier shall be responsible for ensuring that the substance and manner of all required background investigations conform fully to all applicable state, federal, and local laws, including, but not limited to, the Fair Credit Reporting Act.

Upon request by any RELX Group business, Supplier shall provide evidence of Supplier's compliance with the terms of this section. If Supplier does not comply with the terms of this Section, the applicable RELX Group business may immediately terminate this Agreement or any Work Order upon written notice to Supplier, in addition to any other remedy that may be available to it by law, in equity or as otherwise provided under this Agreement.

Appendix B – Company Property and Information

(Applies to ALL REflex US Contractors)

All equipment, supplies and confidential information to which REflex Contractors have access in the course of their work belong to RELX Group and the RELX Group Companies and are provided for use in conducting RELX Group business. REflex Contractors must use such property responsibly and solely for business purposes. For purposes of this Appendix B, RELX Group and the RELX Group Companies include Elsevier Inc., LexisNexis, Reed Business Information, RETS, Reed Expo, and/or any RELX Group affiliate or subsidiary,

Company Records

REflex Contractors must prepare all RELX Group records to properly record its transactions, assets and liabilities, and must maintain and safeguard such records and supporting documentation in accordance with RELX Group's policies and applicable legal and accounting requirements.

Intellectual Property and Proprietary and Confidential Information

REflex Contractors must safeguard RELX Group's proprietary information, trade secrets and intellectual property (including copyrights, trademarks and patents) in the same way that they must protect all other important RELX Group assets. REflex Contractors must hold in the strictest confidence information concerning pricing, products and services that are being developed, and other such trade secrets, including information pertaining to any prospective RELX Group acquisition or divestiture. REflex Contractors must exercise reasonable prudence and care in dealing with such information in order to avoid inappropriate disclosure, and they are not to use this type of information in any way other than as required in performing their duties for RELX Group. At no time, should any RELX Group information or data be used by any REflex Contractor for any personal use or reason or for any use or reason not mandated by their duties with RELX Group.

All documents, files, records and reports acquired or created in the course of the Contractor's assignment with RELX Group are the property of RELX Group. REflex Contractors may only remove originals or copies of such property from RELX Group's offices for the sole purpose of performing their duties to RELX Group, and they must return such records at any time upon request. REflex Contractors involved in acquisition and divestiture activities may be required to sign individual non-disclosure agreements.

RELX Group periodically possesses intellectual property, trade secrets and/or confidential or proprietary information belonging to other parties, such as copyrighted information obtained pursuant to a license agreement or information obtained in the course of a proposed acquisition. REflex Contractors are cautioned that the use of any such materials must be in accordance with the terms of any applicable agreement and in compliance with the laws and policies regulating the use of such materials.

Notification of Communication Device Monitoring and Recording

For Quality Assurance (QA) purposes, REflex Contractors who make telephone calls to RELX Group customers as part of their duties will have their calls periodically monitored and recorded/captured. Calls are evaluated and QA provides feedback regarding the calls to the REflex Contractors. Personal calls, once identified as such, conducted using a company-issued communication device, are not monitored, recorded, captured or rated. In the event that the personal call is related to an illegal activity, the call may be monitored, recorded, captured and reported to authorities. The frequency and duration of personal calls may be tracked.

Appendix C – LexisNexis Privacy and Security Training

(Applies to LexisNexis Reflex US Contractors Only)

To ensure conduct that is consistent with the Company's policies, all Contractors engaged by agencies to conduct work at LexisNexis are required to complete computer-based training on Privacy and Security. **Any worker** who is being placed on an assignment with LexisNexis needs to complete the LexisNexis Privacy and Security training. This is not exclusive to Risk positions – this encompasses anyone who is selected for assignment with LexisNexis. RELX Group company division information can always be located on the offer letter sent by the Program Office, as well as the "company" and "RELX Group company division" fields listed on every job posting in Fieldglass.

This training is **mandatory** and must be completed **prior to placement at LexisNexis**. Contractors may complete the course all at once or during several sessions. We appreciate each Contractor's support of these compliance commitments and related programs.

The supplier is responsible to keep a screenshot on record from this web site (sent by the candidate) indicating completion of the training for auditing purposes. This will be requested during REflex and customer audits.

Please follow the instructions below to access and complete the training.

1. Go to <https://www.lexisnexis.com/LNPrivacy/index.html>.
2. This platform does not ask for, require, or track any user registration; so the candidate can simply click on the link that appears on the webpage (titled "LN Privacy and Security for Contractors") to proceed with the training session.
3. Upon completion of the session, the candidate should take a screenshot of the last frame in the course and retain it to verify that the course was completed. This documentation is required should your agency ever be selected for an onboarding audit with REflex or RELX Group.

TECHNICAL REQUIREMENTS

To access the Privacy and Security training, your computer requires the following:

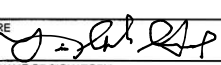
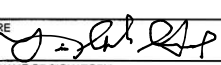
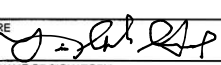
1. Internet access (56k or higher)
2. A browser that is version 4 browser (Netscape, Internet Explorer or AOL) or higher, (*not Netscape 6)
3. JavaScript and cookies enabled
4. Macromedia Flash plug-in (version 5 or higher)
5. A sound card and speakers or headphones

If the candidate experiences difficulties playing the course, they may contact RELXGroupCompliance@RELX.com for assistance.

Appendix D – California DMV

(Applies to LexisNexis RISK Reflex US Contractors)

The following document is required to be signed and annually re-certified for all LexisNexis RISK contract employees through the REflex Program, regardless of the location of the contract employee.

 STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES A Public Service Agency INFORMATION SERVICES BRANCH INFORMATION SECURITY STATEMENT											
To be completed by any individual having access to DMV record information. Annual re-certification is required. (See reverse)											
By signing this form, the undersigned represents that he/she has read and understands the same, agrees to its contents and realizes the penalties for non-compliance to its terms. The California Department of Motor Vehicles (CA DMV) collects information from the public to administer the various programs for which it has responsibility. CA DMV is committed to protect this information from unauthorized access, use, or disclosure. The following have been adopted to address commercial and governmental users responsibilities for handling and protecting information obtained from the CA DMV. I understand the following are my responsibilities: 1. I may access information only when necessary to accomplish the responsibilities of my employment. I may not access or use information from the CA DMV for personal reasons. (Examples of inappropriate access or misuse of CA DMV information include, but are not limited to: making personal inquiries or processing transactions on my own records or those of my friends or relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.) 2. I may disclose CA DMV information only to individuals who have been authorized to receive it through the appropriate procedures as regulated by CA DMV. Requesters of information must complete the appropriate forms, submit them to CA DMV as specified, and pay all applicable fees. In the case of confidential or personal information, a proper accounting of all disclosures must be made and the subject must be notified in accordance with statute and CA DMV directives. (Examples of unauthorized disclosures include, but are not limited to: telling someone the address of another person when it is not an authorized disclosure or part of my job responsibilities.) 3. To keep the requester code and/or password confidential, I must take reasonable precautions to maintain the secrecy of any requester code and/or my password. Reasonable precautions include, but are not limited to, not telling or allowing others to view my password or requester code; securing my terminal with a locking device if one has been provided; storing user documentation to sensitive programs in a secure place; to destroy CA DMV information in a manner that it cannot be reproduced or identified in any physical or electronic form; and reporting any suspicious circumstances or unauthorized individuals I have observed in the work area to my supervisor, if applicable. 4. To promptly notify your manager or supervisor of any indication of misuse or unauthorized disclosure of information obtained from CA DMV. Federal law states: <i>"Any person who knowingly obtains, discloses, or uses personal information from a motor vehicle record for a purpose not permitted under the Driver's Privacy Protection Act (Title 18 of the United States Code, Section 2721 – 2725), shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court.</i> <i>I certify under penalty of perjury, under the laws of the State of California, that I have read and understand the security policies stated above. I understand that failure to comply with these policies and regulations may result in disciplinary action in accordance with state and federal laws and regulations, and/or civil or criminal prosecution in accordance with applicable statutes. I further understand that I may undergo disciplinary action from my employer up to and including termination from employment.</i> <table style="width: 100%; border: none;"> <tr> <td style="border: none;">EXECUTED AT _____</td> <td style="border: none;">CITY _____</td> <td style="border: none;">COUNTY _____</td> <td style="border: none;">STATE _____ ZIP CODE _____</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 60%;">SIGNATURE X </td> <td style="border: none; width: 40%;">DATE 4/10/2023</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%;">PRINTED NAME OF SIGNATORY _____</td> <td style="border: none; width: 50%;">NAME OF GOVERNMENT OR COMMERCIAL ENTITY _____</td> </tr> </table>				EXECUTED AT _____	CITY _____	COUNTY _____	STATE _____ ZIP CODE _____	SIGNATURE X 	DATE 4/10/2023	PRINTED NAME OF SIGNATORY _____	NAME OF GOVERNMENT OR COMMERCIAL ENTITY _____
EXECUTED AT _____	CITY _____	COUNTY _____	STATE _____ ZIP CODE _____								
SIGNATURE X 	DATE 4/10/2023										
PRINTED NAME OF SIGNATORY _____	NAME OF GOVERNMENT OR COMMERCIAL ENTITY _____										
This form must be completed upon presentation and re-certified annually and RETAINED AT THE WORKSITE of the Requester Account Holder with a current list of those authorized direct or incidental record access for the life of the account and for two years following the deactivation or termination of the account. This completed form and list must be made available upon request to DMV audit staff.											
INF 1126 (REV. 9/2006) WWW											

I have read and understand the security policies stated within the Information Security Statement. I understand that failure to comply with these policies may result in disciplinary action in accordance with Section 19572 of the government Code, federal laws and regulations, and/or civil or criminal prosecution in accordance with applicable statutes.

[illegible]

INF 1128 (REV. 9/2006) WWW

Appendix E – Acknowledgment for Employees of Vendor

(Applies to ALL Reflex US Contractors)

I, Nia Gilbert, an employee of Beacon Hill Staffing Group ("**Vendor**"), hereby acknowledge that I have been assigned by Vendor to perform services for RELX Group Inc. ("**REI**") and as a condition of performing such services, I agree as follows that:

- (1) I am an employee of Vendor and in no respect shall be considered an employee of REI; and
- (2) I am not eligible for, and shall not participate in, any of REI's employee benefit plans including, but not limited to, those subject to the Employee Retirement Income Securities Act of 1974, as amended, salary, bonus, incentive compensation or other employee programs or policies ("**Benefits Plans**").

If for any reason I am deemed to be a statutory or common-law employee by any agency or entity, I agree that I will not receive any benefits except those mandated by law, even if by the terms of REI's Benefits Plans I would be eligible for such benefits. I further agree that, in the event I am subsequently classified by REI, the Internal Revenue Service, other administrative agency or in a judicial proceeding as an employee, I shall be deemed an employee from the actual (and not the effective) date of such classification.

Accepted and Agreed:

Signature: 

Printed Name: Nia Gilbert

Date: 4/10/2023

Appendix F- Supplier Onboarding Checklist (Supplier Use Only)

1. Pre-Submittal Tasks

(These activities must be completed prior to submitting the candidate to the requisition)

- ☐ Review the Requisition for a clear understanding of the position description, required testing, location, start date, maximum bill rate, etc., including updates in the “comments to supplier” section
- ☐ Discuss / review the following with the candidate and determine their interest:
 - Job assignment and key responsibilities
 - Length of assignment, pay rate, location
- ☐ Ensure work experience, education, and training match the details in the job description
- ☐ Advise the candidate that a Skill Set Validation Session may be applicable (e.g., keystroke test, etc)
- ☐ Gain candidate’s concurrence on availability date & details of the assignment
- ☐ Review vacation / holidays requirements
- ☐ Review employee compensation package and other applicable personnel items
- ☐ Obtain candidate’s cell number, home phone, work number to facilitate communication (inquire into appropriate time to use these numbers)

2. Post Work Order Acceptance Tasks

(These activities must occur after accepting an offer)

- ☐ Initiate the background check / drug test / other (if applicable) (See Appendix A)
- ☐ Remain in frequent contact with the Contract Worker to ensure his/her continued interest / availability for the assignment
- ☐ Validate the results of background check, drug test, and any other required screen (If applicable).
- ☐ If, after the Supplier completes their individual assessment, the Contract Worker fails any components of the background check or has any discrepancies or irregularities (see Appendix A), the Supplier must immediately communicate to the REflex Program Office the inability of the Contract Worker to meet hiring criteria. Please see Appendix A for additional details surrounding this process
- ☐ If the candidate clears the background check as outlined in Appendix A, the Supplier should forward a signed copy of Appendix G to the REflex Program Office

3. Onboarding Support Activities

- ☐ Train the Contract Worker on the Fieldglass Time Entry process (See REflex Non-Employee Resource Reference Guide in the Fieldglass Reference Library)
 - Provide instructions to submit timecards no later than close of business (your time zone) on Mondays
 - Advise Contractor to call your office regarding questions/issues related to submitting his/her time
- ☐ Provide a list of your company's frequently dialed numbers (e.g. payroll, benefits, timecards, Contract Worker contact's name and telephone number)
- ☐ Prepare Contractor for 1st day on assignment (e.g., location, directions / maps, building location, where to park, who to see, acceptable attire, what to do if there is a concern, who should be contacted, etc.)

4. Assignment Follow-Up Activities

(These activities will assist in providing a high level of customer satisfaction)

- ☐ Contact the REflex Program Office immediately if the Contract Worker failed to start the assignment.
- ☐ Contact the Contractor at the end of their first day to assess their satisfaction level and instruct the Contractor to enter their time into Fieldglass.
- ☐ Advise the REflex Program Office of any issues of concern or dissatisfaction communicated by Contractor.
- ☐ If concerns / issues are presented by Contractor, follow-up daily with the Contractor until the issue is resolved.
- ☐ Contact the Contractor on the 5th day of the assignment to assess their satisfaction level and remind the Contractor to input time into Fieldglass.
- ☐ Advise the Contractor to notify your office of any changes in the assignment.
- ☐ Remain in frequent contact (minimum every 30 days) with your Contractor to monitor their satisfaction in order to prevent quits or other unsuccessful completion of assignments, such as attendance, technical skills, etc.

If issues exist, follow-up with the Contractor as well as the REflex Program Office and develop an action plan for resolution.

Appendix G – Supplier Start of Assignment Checklist

(Applies to ALL REflex US Contractors)

This document is required to be completed and presented to the REflex Program Office as verification that all required pre-screen items have been completed prior to the start of the contract employee's assignment.

Suppliers must retain all documentation consistent with REflex Program standards.

Contract Worker's Name: Nia Gilbert	
Job Title: Legal Taxonomist	RELX Group Company: LexisNexis
Start Date: 4/10/23	Additional Information: RELNJP00028647
*Check box when complete	
Appendix A – Background Check results and authorization complete and clear, Drug Test results if applicable, Credit Check completed if applicable, and any additional checks that may be required for the assignment. (ALL)	☒
Appendix B – Company Property and Information (ALL)	☒
Appendix C – Contractor Privacy & Security Training (LexisNexis Only)	☒
Appendix D – California DMV (LexisNexis RISK Only)	☒
Appendix E – Acknowledgement for Employees of Vendor (ALL)	☒

ACKNOWLEDGEMENT

By signing this form I acknowledge that the items checked above were reviewed with me by my Supplier Representative and any items that require an action or signature have been completed.

Judith B. Ortiz
Supplier Representative (Print Name)


Supplier Representative Signature

4/10/2023
Date

Nia Gilbert
Contract Worker (Print Name)


Contract Worker Signature

4/10/2023
Date

EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

May 22, 2024

CA3239

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency

Online Filing

Relx Inc.

Certified Mail #9589071052700298443371

CT Corporation System

AMANDA GARCIA

330 N BRAND BLVD, Suite 700

GLENDALE, CA 91203

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.