

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

Sharon Britt, individually and on
behalf of all others similarly
situated,

Plaintiff(s)

v.

Southern California Edison Company; and
Does 1 through 25,

Defendant(s)

Civil Action No. 2:20-cv-08023 -FMO-AS

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Southern California Edison Company
2244 WALNUT GROVE AVE
ROSEMEAD CA 91770

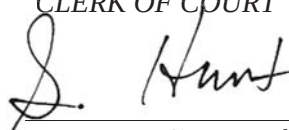
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jonathan Lebe (SBN 284605)
jon@lebelaw.com
Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 358-7046

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 9/3/2020

CLERK OF COURT




Signature of Clerk or Deputy Clerk

Civil Action No. 5:20-cv-01384

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
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777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 358-7046

Attorneys for Plaintiff Sharon Britt,
Individually and on behalf of all others similarly situated

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Sharon Britt, individually and on
behalf of all others similarly
situated,

Plaintiff,

vs.

Southern California Edison
Company; and Does 1 through 25,

Defendant.

Case No. 2:20-cv-08023-FMO (ASx)

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR VIOLATIONS
OF THE CALIFORNIA LABOR
CODE, FAIR LABOR STANDARDS
ACT, AND INDUSTRIAL WELFARE
COMMISSION WAGE ORDER**

DEMAND FOR JURY TRIAL

1 Plaintiff Sharon Britt, individually and on behalf of others similarly
2 situated, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Sharon Britt (“Plaintiff”) brings this putative class action
5 against Defendant Southern California Edison Company (“Defendant”), on behalf
6 of herself individually and a putative class of employees working throughout
7 California.

8 2. Defendant operates an electricity supply company.

9 3. Through this action, Plaintiff alleges that Defendant has engaged in a
10 systematic pattern of wage and hour violations under the California Labor Code
11 and Industrial Welfare Commission (“IWC”) Wage Orders, all of which
12 contribute to Defendant’s deliberate unfair competition.

13 4. Plaintiff brings this action based on Defendant’s failure to correctly
14 calculate and pay all minimum, regular, overtime and premium wages.
15 Defendant failed to correctly determine the regular rate of pay by failing to
16 include, among other remuneration, all Class Members’ shift differentials, “meal
17 allowances,” all hourly rates during a pay period, commissions, bonuses, and any
18 other non-discretionary incentive pay and/or wages, and as a result, did not
19 calculate or pay the correct overtime rate. For example, Plaintiff regularly earned
20 shift premiums for working the graveyard shift, but Defendant calculated
21 overtime based only on the lower rate, including during the pay period of April
22 16, 2018 through April 29, 2018.

23 5. Based on information and belief, Defendant also failed to pay for all
24 time worked by Class Members by using a policy which paid wages based on
25 rounded time, rather than time actually worked. During the Class Period,
26 Defendant’s rounding policy was not neutral in application and resulted in
27 underpayment of Class Members’ wages. Additionally, Defendant failed to pay
28 Plaintiff and Class Members for accrued vacation time at the regular rate at which

1 their employees earned such vacation time. Instead, Plaintiff and Class Members
2 would accrue vacation wages at a certain rate and then have their rates of pay
3 decreased and then were paid out vacation wages at the lower rate. As a result of
4 Defendant's policies and practices, Class Members have not been paid for all
5 hours worked, including hours worked more than eight per day or 40 per
6 workweek, in violation of Labor Code §§ 510 and 1194, 1198 and the applicable
7 IWC Wage Order.

8 6. Defendant employed Class Members for periods of five hours or
9 more without providing 30-minute meal periods relieved of all duties as required
10 by California Labor Code §§ 226.7, 512, and the IWC Wage Orders. Class
11 Members' meal breaks were regularly on duty, late, interrupted, or less than thirty
12 minutes. Defendant failed to pay Class Members the premium compensation
13 mandated by California Labor Code § 226.7 for these missed meal periods.

14 7. Defendant employed Class Members for work periods of four hours
15 or major fraction thereof without on-the-clock, uninterrupted rest periods of ten
16 minutes' net rest time and failed to compensate Class Members for these missed
17 rest periods, in violation of Labor Code § 226.7 and the applicable IWC Wage
18 Order. Defendant failed to pay Class Members the premium compensation
19 mandated by California Labor Code § 226.7 for these missed rest periods.

20 8. Defendant knowingly and intentionally failed to provide Class
21 Members with timely and accurate wage statements in violation of Labor Code §
22 226 and the applicable IWC Wage Order, including but not limited to
23 misreporting the actual hours worked by Plaintiff and Class Members due to the
24 rounding policy.

25 9. Defendant have violated California Labor Code § 2802 by willfully
26 failing to reimburse Plaintiff and Class Members for their reasonable and
27 necessary business expenses, including but not limited to mileage for work-
28 related driving of personal automobiles.

1 10. On information and belief, Plaintiff alleges Defendant applied the
2 same policies described above to all other members of the proposed Class. As
3 alleged below, these uniform policies, practices and procedures violated
4 California's labor laws and constituted unfair, fraudulent or illegal business
5 practices under Business & Professions Code § 17200, *et seq.*

6 11. Plaintiff brings this lawsuit seeking monetary relief against
7 Defendant on behalf of himself and all others similarly situated in California to
8 recover, among other things, unpaid wages and benefits, interest, attorneys' fees,
9 costs and expenses and penalties pursuant to Labor Code §§ 201-203, 210, 226,
10 226.7, 227.3, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802, and
11 provisions of the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.* ("FLSA").

12 **JURISDICTION AND VENUE**

13 12. This Court has jurisdiction over this action pursuant to 28 U.S.C. §
14 1331, because this complaint alleges claims under the laws of the United States,
15 specifically the FLSA. This Court has jurisdiction over Plaintiff's claims under
16 California law pursuant to 28 U.S.C. § 1367(a) because they arise from the same
17 case or controversy as Plaintiff's federal claims, and both sets of claims share a
18 common nucleus of operative fact.

19 13. The United States District Court for the Central District of California
20 – Western Division has personal jurisdiction over Defendant because many of the
21 acts complained of and giving rise to the claims alleged took place in California
22 and in this District.

23 14. This is a class action, pursuant to California Code of Civil Procedure
24 § 382. The monetary damages and restitution sought by Plaintiff exceeds the
25 minimal jurisdictional limits of the Superior Court and will be established
26 according to proof at trial.

27 **THE PARTIES**

28 15. Plaintiff is a citizen of California. Plaintiff was employed by

1 Defendant during the Class Period in California.

2 16. Plaintiff is informed and believes, and thereon alleges, that
3 Defendant at all times hereinafter mentioned, were and are employers as defined
4 in and subject to the Labor Code and IWC Wage Orders, whose employees were
5 and are engaged throughout this county and the State of California.

6 17. Plaintiff is unaware of the true names or capacities of the Defendant
7 sued herein under the fictitious names Does 1 through 20, but will seek leave of
8 this Court to amend this Complaint and serve such fictitiously named Defendant
9 once their names and capacities become known.

10 18. Plaintiff is informed and believes, and thereon alleges, that each
11 defendant acted in all respects pertinent to this action as the agent of the other
12 defendant, carried out a joint scheme, business plan or policy in all respects
13 pertinent hereto, and the acts of each defendant are legally attributable to the
14 other defendant. Furthermore, Defendant in all respects acted as the employer
15 and/or joint employer of Plaintiff and the class members.

16 19. Plaintiff is informed and believes, and thereon alleges, that each and
17 all of the acts and omissions alleged herein were performed by, or are attributable
18 to, Defendant and/or DOES 1 through 20, acting as the agent or alter ego for the
19 other, with legal authority to act on the other's behalf. The acts of any and all
20 Defendant were in accordance with, and represent, the official policy of
21 Defendant.

22 20. At all relevant times, Defendant, and each of them, acted within the
23 scope of such agency or employment, or ratified each and every act or omission
24 complained of herein. At all relevant times, Defendant, and each of them, aided
25 and abetted the acts and omissions of each and all the other Defendant in
26 proximately causing the damages herein alleged.

27 21. Plaintiff is informed and believes, and thereon alleges, that each of
28 said Defendant is in some manner intentionally, negligently or otherwise

1 responsible for the acts, omissions, occurrences and transactions alleged herein.

2 **COLLECTIVE ACTION ALLEGATIONS**

3 22. Plaintiff brings the First and Second Cause of Action, pursuant to the
4 FLSA, 29 U.S.C. § 216(b), on behalf of himself and all similarly situated persons
5 who elect to opt into this action who work or have worked for Defendant as
6 employees nationwide in the past three (3) years (“the FLSA Class”).

7 23. Defendant is liable under the FLSA for, inter alia, failing to properly
8 compensate Plaintiff and other non-exempt employees. There are many similarly
9 situated current and former employees who have not been paid for all hours
10 worked over 40 in a workweek, or received all minimum wages, in violation of
11 the FLSA who would benefit from the issuance of a court-supervised notice
12 regarding the present lawsuit and the opportunity to join it. Those similarly
13 situated employees are known to Defendant, are readily identifiable, and can be
14 located through Defendant’s records, such that notice should be sent to them
15 pursuant to 29 U.S.C. § 216(b).

16 **CALIFORNIA CLASS ALLEGATIONS**

17 24. Plaintiff brings the Third, Fourth, Fifth, Sixth, Seventh, Eighth,
18 Ninth, Tenth, and Eleventh Causes of Action under Rule 23 of the Federal Rules
19 of Civil Procedure on behalf of himself and all persons who have worked for
20 Defendant as employees in California from April 6, 2016¹ until the entry of
21 judgment (the “California Class”).

22 25. Excluded from the California Class are Defendant’s legal
23 representatives, officers, directors, assigns, and successors, or any individual who
24 has, or who at any time during the class period has had, a controlling interest in
25 Defendant; the Judge(s) to whom this case is assigned and any member of the

26 _____
27 ¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of
28 Court, Appendix I, Emergency Rule No. 9.

1 Judges' immediate family; and all persons who will submit timely and otherwise
2 proper requests for exclusion from the California Class.

3 26. The persons in the California Class identified above are so numerous
4 that joinder of all members is impracticable. The Plaintiff is informed and
5 believes, and on that basis alleges, that Defendant has employed at least 100
6 persons who satisfy the definition of the California Class.

7 27. Plaintiff also seeks to certify the following Subclass: All members of
8 the Class who separated their employment from Defendant from April 6, 2017 up
9 until the entry of judgment.

10 28. Defendant acted or refused to act on grounds generally applicable to
11 the California Class, thereby making appropriate final injunctive relief or
12 corresponding declaratory relief with respect to the California Class as a whole.

13 29. Members of the Class and Subclass described above will be
14 collectively referred to as "class members." Plaintiff reserves the right to
15 establish other or additional subclasses, or modify any Class or Subclass
16 definition, as appropriate based on investigation, discovery and specific theories
17 of liability.

18 30. This action has been brought and may properly be maintained as a
19 class action under the California Code of Civil Procedure § 382 because there are
20 common questions of law and fact as to the Class that predominate over questions
21 affecting only individual members including, but not limited to:

22 (a) Whether Defendant failed to compensate Plaintiff and class members
23 to work off-the-clock, resulting in a failure to pay all minimum wages and overtime
24 wages;

25 (b) Whether Defendant paid Plaintiff and class members overtime and
26 doubletime compensation at the proper rates;

27 (c) Whether Defendant failed to timely pay all wages earned by Plaintiff
28 and class members;

1 (d) Whether Defendant deprived Plaintiff and class members of compliant
2 meal periods or required Plaintiff and class members to work through meal periods
3 without compensation;

4 (e) Whether Defendant deprived Plaintiff and class members of compliant
5 rest breaks;

6 (f) Whether Defendant failed to timely pay Plaintiff and former class
7 members all wages due upon termination or within 72 hours of resignation;

8 (g) Whether Defendant required Plaintiff and class members to use their
9 personal cellular devices to for work-related purposes, without paying a reasonable
10 percentage of their bills;

11 (h) Whether Defendant failed to furnish Plaintiff and class members with
12 accurate, itemized wage statements; and

13 (i) Whether Defendant engaged in unfair business practices in violation of
14 Business & Professions Code §§ 17200, *et seq.*

15 31. There is a well-defined community of interest in this litigation and
16 the Class is readily ascertainable:

17 (a) Numerosity: The members of the Class are so numerous that joinder
18 of all members is impractical. Although the members of the Class are unknown to
19 Plaintiff at this time, on information and belief, the Class is estimated to be greater
20 than 100 individuals. The identity of the class members are readily ascertainable by
21 inspection of Defendant's employment and payroll records.

22 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of
23 the claims (or defenses, if any) of the Class because Defendant's failure to comply
24 with the provisions of California wage and hour laws entitled each class member to
25 similar pay, benefits and other relief. The injuries sustained by Plaintiff are also
26 typical of the injuries sustained by the Class because they arise out of and are
27 caused by Defendant's common course of conduct as alleged herein.

28 (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately

1 represent and protect the interests of all members of the Class because it is in his
 2 best interest to prosecute the claims alleged herein to obtain full compensation and
 3 penalties due to him and the Class. Plaintiff's attorneys, as proposed class counsel,
 4 are competent and experienced in litigating large employment class actions and are
 5 versed in the rules governing class action discovery, certification and settlement.
 6 Plaintiff has incurred and, throughout the duration of this action, will continue to
 7 incur attorneys' fees and costs that have been and will be necessarily expended for
 8 the prosecution of this action for the substantial benefit of each class member.

9 (d) Superiority: The nature of this action makes the use of class action
 10 adjudication superior to other methods. A class action will achieve economies of
 11 time, effort and expense as compared with separate lawsuits, and will avoid
 12 inconsistent outcomes because the same issues can be adjudicated in the same
 13 manner and at the same time for each Class. If appropriate this Court can, and is
 14 empowered to, fashion methods to efficiently manage this case as a class action.

15 (e) Public Policy Considerations: Employers in the State of California
 16 and other states violate employment and labor laws every day. Current
 17 employees are often afraid to assert their rights out of fear of direct or indirect
 18 retaliation. Former employees are fearful of bringing actions because they
 19 believe their former employers might damage their future endeavors through
 20 negative references and/or other means. Class actions provide the class members
 21 who are not named in the complaint with a type of anonymity that allows for the
 22 vindication of their rights at the same time as affording them privacy protections.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGES**

25 **(Violation of 29 U.S.C. § 206)**

26 32. Plaintiff realleges and incorporates by reference all other paragraphs
 27 as if they were set forth again herein.

28 33. At all relevant times, Defendant have been an employer and Plaintiff

1 and its employees have been employees under California and Federal law entitled
2 to the protections of the FLSA.

3 34. The foregoing conduct, as alleged, constitutes a violation of 29
4 U.S.C. § 206, which protects Plaintiff and putative class members right to earn a
5 minimum wage and provides for damages and punishment for violations of that
6 right.

7 35. In particular, Defendant failed to pay Plaintiff and putative class
8 members all minimum wages owed when Defendant did not pay for all hours
9 worked. Plaintiff and class members were not being paid at least minimum wage
10 for their work.

11 36. Although Plaintiff and putative class members periodically did not
12 earn at least the minimum wage, Defendant had a policy and practice of failing
13 and refusing to pay them minimum wage for all hours worked and thus violated
14 and continue to violate the above-referenced minimum wage protections.

15 37. Plaintiff, individually and on a collective basis, seeks the amount of
16 the respective unpaid wages owed to them, liquidated damages, attorneys' fees
17 and costs pursuant to 29 U.S.C. §§ 201 *et seq.* and such other legal and equitable
18 relief as the Court deems just and proper.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME WAGES**

21 **(Violation of 29 U.S.C. § 207)**

22 38. Plaintiff realleges and incorporates by reference all other paragraphs
23 as if they were set forth again herein.

24 39. At all relevant times, Defendant have been an employer and Plaintiff
25 and its employees have been employees under Federal Law entitled to the
26 protections of the FLSA.

27 40. The foregoing conduct, as alleged, constitutes a violation of 29
28 U.S.C. § 207, which requires overtime pay for time worked over 40 hours in a

1 week.

2 41. Although Plaintiff and putative class members periodically worked
3 more than 40 hours in a week, Defendant had a policy and practice of failing and
4 refusing to pay them and other employees overtime and thus violated and
5 continue to violate the above-referenced overtime provisions of the FLSA.

6 42. Plaintiff and Class Members seeks the amount of the respective
7 unpaid wages owed to them, liquidated damages, attorneys' fees and costs
8 pursuant to 29 U.S.C. §§ 201 et seq. and such other legal and equitable relief as
9 the Court deems just and proper.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; Violation of IWC**
13 **Wage Order § 3)**

14 43. Plaintiff hereby re-allege and incorporate by reference all paragraphs
15 above as though fully set forth herein.

16 44. Labor Code §§ 1194 and 1197 provide that the minimum wage for
17 employees fixed by the IWC is the minimum wage to be paid to employees, and
18 the payment of a lesser wage than the minimum so fixed is unlawful.

19 45. During the relevant time period, Defendant paid Plaintiff and class
20 members less than minimum wages due to Defendant classifying Plaintiff and
21 class members as exempt, and when, for example, Plaintiff and class members
22 were forced to work off-the-clock during meal breaks.

23 46. During the relevant time period, Defendant regularly failed to pay at
24 least minimum wage to Plaintiff and class members for all hours worked pursuant
25 to Labor Code §§ 1194 and 1197.

26 47. Defendant's failure to pay Plaintiff and class members the minimum
27 wage as required violates Labor Code §§ 1194 and 1197. Pursuant to these
28

1 sections, Plaintiff and class members are entitled to recover the unpaid balance of
2 their minimum wage compensation as well as interest, costs and attorney's fees.

3 48. Pursuant to Labor Code § 1194.2, Plaintiff and class members are
4 entitled to recover liquidated damages in an amount equal to the wages
5 unlawfully unpaid and interest thereon.

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME WAGES**

8 **(Violation of Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage** 9 **Order)**

10 49. Plaintiff hereby re-alleges and incorporates by reference all
11 paragraphs above as though fully set forth herein.

12 50. Labor Code § 1198 and the applicable IWC Wage Order provide
13 that it is unlawful to employ persons without compensating them at a rate of pay
14 either one and one-half or two times the person's regular rate of pay, depending
15 on the number of hours worked by the person on a daily or weekly basis.

16 51. Pursuant to California Labor Code §§ 510 and 1194, during the
17 relevant time period, Defendant were required to compensate Plaintiff and class
18 members for all overtime hours worked, calculated at one and one-half (1½)
19 times the regular rate of pay for hours worked in excess of eight (8) hours per day
20 and/or forty (40) hours per week and for the first eight (8) hours of the seventh
21 consecutive work day, with double time after eight (8) hours on the seventh day
22 of any work week, or after twelve (12) hours in any work day.

23 52. Plaintiff and class members were non-exempt employees entitled to
24 the protections of California Labor Code §§ 510 and 1194.

25 53. During the relevant time period, Defendant failed to pay Plaintiff and
26 class members overtime wages at the correct rate due to Defendant classifying of
27 Plaintiff and class members as exempt. Defendant failed to properly track and
28 pay all overtime hours worked by Plaintiff and class members, including for off-

1 the-clock work which Defendant required its employees to perform during meal
 2 periods. Because Plaintiff and class members worked shifts of eight hours or
 3 more, this unpaid time qualified for overtime premium payment. Further,
 4 Defendant failed to pay Plaintiff and class members all overtime and double-time
 5 wages earned at the correct regular rate because they failed to include all wages in
 6 the regular rate of pay.

7 54. In violation of state law, Defendant have knowingly and willfully
 8 refused to perform their obligations and compensate Plaintiff and class members
 9 for all wages earned as alleged above.

10 55. Defendant's failure to pay Plaintiff and class members the unpaid
 11 balance of overtime compensation, as required by California law, violates the
 12 provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

13 56. Pursuant to Labor Code § 1194, Plaintiff and class members are
 14 entitled to recover their unpaid overtime compensation as well as interest, costs
 15 and attorneys' fees.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO TIMELY PAY ALL EARNED WAGES**

18 **(Violation of Labor Code §§ 204 and 210; Violation of IWC Wage Order)**

19 57. Plaintiff hereby re-alleges and incorporates by reference all
 20 paragraphs above as though fully set forth herein.

21 58. Labor Code § 204 provides that all wages earned by an employee are
 22 due and payable twice during each calendar month.

23 59. Defendant failed to timely pay Plaintiff and class members all of their
 24 earned wages as required by Labor Code Section 204.

25 60. Plaintiff and class members have been deprived of their rightfully
 26 earned wages as a direct and proximate result of Defendant's failure to pay said
 27 compensation. Plaintiff and class members are entitled to recover such amounts,
 28 plus interest thereon, attorney's fees and costs.

61. In addition, Plaintiff and class members are entitled to penalties pursuant to Labor Code § 210 as follows: (1) for Defendant's initial violation, \$100 for each failure to pay each Class Member; and (2) for each of Defendant's subsequent violations, or any willful or intentional violation, \$200 for each failure to pay each class member, plus 25 percent of the amount unlawfully held.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)

62. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

63. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

64. Section 11 of the applicable IWC Wage Order states, "no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

65. Labor Code § 512(a) provides that an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

66. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the

1 employee only if the first meal period was not waived.

2 67. During the relevant time period, Plaintiff and class members did not
3 receive compliant meal periods for each five (5) hours worked because their meal
4 periods were missed, late, short, interrupted, and/or they were required to work
5 through their meal period.

6 68. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage
7 Order require an employer to pay an employee one additional hour of pay at the
8 employee's regular rate of compensation for each work day that a meal period is
9 not provided.

10 69. At all relevant times, Defendant failed to pay Plaintiff and class
11 members all meal period premiums due for meal period violations pursuant to
12 Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

13 70. As a result of Defendant's failure to pay Plaintiff and class members
14 an additional hour of pay for each day a meal period was not provided, Plaintiff
15 and class members suffered and continue to suffer a loss of wages and
16 compensation.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO PERMIT REST BREAKS**

19 **(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order)**

20 71. Plaintiff hereby re-alleges and incorporates by reference all
21 paragraphs above as though fully set forth herein.

22 72. Labor Code § 226.7(a) provides that no employer shall require an
23 employee to work during any rest period mandated by the IWC Wage Orders.

24 73. Section 12 of the applicable IWC Wage Order states "every employer
25 shall authorize and permit all employees to take rest periods, which insofar as
26 practicable shall be in the middle of each work period" and the "authorized rest
27 period time shall be based on the total hours worked daily at the rate of ten (10)
28 minutes net rest time per four (4) hours or major fraction thereof" unless the total

1 daily work time is less than three and one-half (3½) hours.

2 74. During the relevant time period, Plaintiff and class members did not
3 receive a ten (10) minute rest period for every four (4) hours or major fraction
4 thereof worked.

5 75. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage
6 Order requires an employer to pay an employee one additional hour of pay at the
7 employee's regular rate of compensation for each workday that the rest period is
8 not provided.

9 76. At all relevant times, Defendant failed to pay Plaintiff and class
10 members all rest period premiums due for rest period violations pursuant to Labor
11 Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

12 77. As a result of Defendant's failure to pay Plaintiff and class members
13 an additional hour of pay for each day a rest period was not provided, Plaintiff and
14 class members suffered and continue to suffer a loss of wages and compensation.

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(Violation of Labor Code § 226; Violation of IWC Wage Order)**

18 78. Plaintiff hereby re-alleges and incorporates by reference all
19 paragraphs above as though fully set forth herein.

20 79. Labor Code § 226(a) requires Defendant to provide each employee
21 with an accurate wage statement in writing showing nine pieces of information,
22 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the
23 number of piece-rate units earned and any applicable piece rate if the employee is
24 paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
25 written orders of the employee may be aggregated and shown as one item, (5) net
26 wages earned, (6) the inclusive dates of the period for which the employee is
27 paid, (7) the name of the employee and the last four digits of his or her social
28 security number or an employee identification number other than a social security

1 number, (8) the name and address of the legal entity that is the employer, and (9)
2 all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate by the employee.

4 80. During the relevant time period, Defendant have knowingly and
5 intentionally failed to comply with Labor Code § 226(a) on wage statements that
6 were provided to Plaintiff and class members. The deficiencies include, among
7 other things, the failure to correctly state the gross and net wages earned, accurate
8 inclusive dates of the pay period, and all applicable hourly rates in effect and the
9 number of hours worked at each hourly rate by Plaintiff and class members.

10 81. As a result of Defendant's violation of California Labor Code §
11 226(a), Plaintiff and class members have suffered injury and damage to their
12 statutorily protected rights. Specifically, Plaintiff and class members have been
13 injured by Defendant's intentional violation of California Labor Code § 226(a)
14 because they were denied both their legal right to receive, and their protected
15 interest in receiving, accurate itemized wage statements under California Labor
16 Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the
17 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses
18 and lost time. Plaintiff would not have had to engage in these efforts and incur
19 these costs had Defendant provided the accurate wages earned. This has also
20 delayed Plaintiff's ability to demand and recover the underpayment of wages
21 from Defendant.

22 82. California Labor Code § 226(a) requires an employer to pay the
23 greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in
24 which a violation occurred, and one hundred dollars (\$100.00) per employee for
25 each violation in subsequent pay periods, plus attorney's fees and costs, to each
26 employee who was injured by the employer's failure to comply with California
27 Labor Code § 226(a).

28 83. Defendant's violations of California Labor Code § 226(a) prevented

1 Plaintiff and class members from knowing, understanding and disputing the
 2 wages paid to them, and resulted in an unjustified economic enrichment to
 3 Defendant. As a result of Defendant's knowing and intentional failure to comply
 4 with California Labor Code § 226(a), Plaintiff and class members have suffered
 5 an injury, and the exact amount of damages and/or penalties is all in an amount to
 6 be shown according to proof at trial.

7 84. Plaintiff and class members are also entitled to injunctive relief
 8 under California Labor Code § 226(h), compelling Defendant to comply with
 9 California Labor Code § 226, and seek the recovery of attorneys' fees and costs
 10 incurred in obtaining this injunctive relief.

11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF**

13 **EMPLOYMENT AND WITHIN THE REQUIRED TIME**

14 **(Violation of Labor Code §§ 201, 202 and 203; Violation of IWC Wage Order)**

15 85. Plaintiff hereby re-alleges and incorporates by reference all
 16 paragraphs above as though fully set forth herein.

17 86. California Labor Code §§ 201 and 202 provide that if an employer
 18 discharges an employee, the wages earned and unpaid at the time of discharge are
 19 due and payable immediately, and that if an employee voluntarily leaves his
 20 employment, his wages shall become due and payable not later than seventy-two
 21 (72) hours thereafter, unless the employee has given seventy-two (72) hours
 22 previous notice of his intention to quit, in which case the employee is entitled to
 23 his wages at the time of quitting.

24 87. During the relevant time period, Defendant willfully failed to pay
 25 Plaintiff and Waiting Time Subclass members all their earned wages upon
 26 termination including, but not limited to, proper minimum wages and overtime
 27 compensation, either at the time of discharge or within seventy-two (72) hours of
 28 their leaving Defendant's employ.

1 88. Defendant's failure to pay Plaintiff and Waiting Time Subclass
2 members all their earned wages at the time of discharge or within seventy-two
3 (72) hours of their leaving Defendant's employ is in violation of Labor Code
4 §§ 201 and 202.

5 89. California Labor Code § 203 provides that if an employer willfully
6 fails to pay wages owed immediately upon discharge or resignation in accordance
7 with Labor Code §§ 201 and 202, then the wages of the employee shall continue
8 as a penalty from the due date at the same rate until paid or until an action is
9 commenced; but the wages shall not continue for more than thirty (30) days.

10 90. Plaintiff and Waiting Time Subclass members are entitled to recover
11 from Defendant the statutory penalty which is defined as Plaintiff's and Waiting
12 Time Subclass members' regular daily wages for each day they were not paid, at
13 their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to
14 Labor Code § 203.

15 **TENTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**

17 **(Violation of Labor Code §§ 2800, 2802)**

18 91. Plaintiff hereby re-alleges and incorporates by reference all
19 paragraphs above as though fully set forth herein.

20 92. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall
21 in all cases indemnify his employee for losses caused by the employer's want of
22 ordinary care."

23 93. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall
24 indemnify his or her employee for all necessary expenditures or losses incurred
25 by the employee in direct consequence of the discharge of his or her duties..."

26 94. Further, Labor Code § 2802 additionally provides, in pertinent part:
27 "(c)...the term 'necessary expenditures or losses' shall include all reasonable costs,
28 including but not limited to, attorney's fees incurred by the employee enforcing the

rights granted by this section.”

95. During the relevant time period, Defendant were required to indemnify and reimburse Plaintiffs and class members for all expenditures or losses caused by the employer’s want of ordinary care and/or incurred in direct consequent of the discharge of their duties, but failed to indemnify and reimburse Plaintiffs and class members in violation of Labor Codes §§ 2800 and 2802.

96. During the relevant time period, Plaintiff and class members did not receive adequate reimbursement for necessary business expenses, including but not limited to reimbursement for use of their personal automobile for work purposes.

97. As a direct and proximate result, Plaintiffs and class members have suffered, and continue to suffer, substantial losses, related to the use and enjoyment of such monies to be reimbursed, lost interest on such monies, and expenses and attorney’s fees in seeking to compel Defendant to fully perform their obligations under California law, all to their damage in amounts according to proof at the time of trial.

ELEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.*

98. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

99. Defendant’s conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and class members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

100. Defendant’s activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code §§ 17200, *et seq.*

1 101. A violation of Business and Professions Code §§ 17200, *et seq.* may
2 be predicated on the violation of any state or federal law.

3 102. Defendant's policies and practices have violated state law in at least
4 the following respects:

- 5 (a) Failing to pay all minimum wages to Plaintiff and class
6 members in violation of Labor Code §§ 1182.12, 1194,
7 1194.2, and 1197;
- 8 (b) Failing to pay all overtime wages to Plaintiff and class
9 members in violation of Labor Code §§ 510, 1194 and 1198;
- 10 (c) Failing to timely pay all wages earned by Plaintiff and class
11 members in violation of Labor Code §§ 204, and 210;
- 12 (d) Failing to provide timely meal periods without paying Plaintiff
13 and class members premium wages for every day said meal
14 periods were not provided in violation of Labor Code §§ 226.7
15 and 512;
- 16 (e) Failing to authorize or permit rest breaks without paying
17 Plaintiff and class members premium wages for every day said
18 rest breaks were not authorized or permitted in violation of
19 Labor Code § 226.7;
- 20 (f) Failing to provide Plaintiff and class members with accurate
21 itemized wage statements in violation of Labor Code § 226;
- 22 (g) Failing to timely pay all earned wages to Plaintiff and Waiting
23 Time Subclass members upon separation of employment in
24 violation of Labor Code §§ 201, 202 and 203; and
- 25 (h) Failing to reimburse all necessary business expenses incurred
26 by Plaintiff and class members in violation of Labor Code §§
27 2800, and 2802.

28 103. Defendant intentionally avoided paying Plaintiff and class members'

1 wages and monies, thereby creating for Defendant an artificially lower cost of
 2 doing business in order to undercut their competitors and establish and gain a
 3 greater foothold in the marketplace.

4 104. Pursuant to Business and Professions Code §§ 17200, *et seq.*
 5 Plaintiff and class members are entitled to restitution of the wages unlawfully
 6 withheld and retained by Defendant during a period that commences four years
 7 prior to the filing of the Complaint; an award of attorneys' fees pursuant to Code
 8 of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

9 **TWELFTH CAUSE OF ACTION**

10 **ENFORCEMENT OF LABOR CODE § 2698 ET SEQ.**

11 **("PAGA")**

12 105. Plaintiff hereby re-alleges and incorporate by reference all
 13 paragraphs above as though fully set forth herein.

14 106. Pursuant to Labor Code § 2699(a), any provision of the Labor Code
 15 that provides for a civil penalty to be assessed and collected by the Labor and
 16 Workforce Development Agency ("LWDA") or any of its departments, divisions,
 17 commissions, boards, agencies or employees for violation of the code may, as an
 18 alternative, be recovered through a civil action brought by an aggrieved employee
 19 on behalf of himself and other current or former employees pursuant to the
 20 procedures specified in Labor Code § 2699.3.

21 107. Defendants' conduct violates numerous Labor Code sections
 22 including, but not limited to, the following:

23 (a) Violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 511, 558,
 24 1182.12, 1194, 1197 and 1198 for failure to timely pay all earned
 25 wages (including minimum wages and overtime wages) owed to
 26 Plaintiff and other aggrieved employees during employment and
 27 upon separation of employment as herein alleged;

28 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide

- 1 meal periods to Plaintiff and other aggrieved employees and failure
2 to pay premium wages for missed meal periods as herein alleged;
- 3 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to
4 Plaintiff and other aggrieved employees and failure to pay premium
5 wages for missed rest periods as herein alleged;
- 6 (d) Violation of Labor Code §§ 226 and 226.3 for failure to provide
7 accurate itemized wage statements to Plaintiff and other aggrieved
8 employees as herein alleged;
- 9 (e) Violation of Labor Code §§ 2800 and 2802 for failure to reimburse
10 reasonable and necessary business expenses of Plaintiff and other
11 aggrieved employees as herein alleged;
- 12 (f) Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
13 accurate records; and
- 14 (g) Any other violations alleged in Plaintiff's PAGA notice (attached
15 hereto).

16 108. Plaintiff is an "aggrieved employee" because he was employed by
17 the alleged violator and had one or more of the alleged violations committed
18 against them, and therefore is properly suited to represent the interests of all other
19 aggrieved employees.

20 109. Plaintiff has exhausted the procedural requirements under Labor
21 Code § 2699.3 as to Defendants and is therefore able to pursue a claim for
22 penalties on behalf of himself and all other aggrieved employees under PAGA.

23 110. PAGA imposes a penalty of one hundred dollars (\$100.00) for each
24 aggrieved employee per pay period for the initial violation and two hundred
25 dollars (\$200.00) for each aggrieved employee per pay period for each
26 subsequent violation.

27 111. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are
28 entitled to recover civil penalties, in addition to other remedies, for violations of

1 the Labor Code sections cited above.

2 112. For bringing this action, Plaintiff is entitled to attorney's fees and
3 costs incurred herein.

4 **PRAYER FOR RELIEF**

5 Plaintiff, on his own behalf and on behalf of all others similarly situated,
6 pray for relief and judgment against Defendant, jointly and severally, as follows:

7 1. For certification of this action as a class action, including certifying
8 the Class and Subclass alleged by Plaintiff;

9 2. For appointment of Sharon Britt as the class representative;

10 3. For appointment of Lebe Law, APLC as class counsel for all
11 purposes;

12 4. For all unpaid wages, overtime, and penalties pursuant to the Labor
13 Code;

14 5. For liquidated damages pursuant to Labor Code §§1194(a), 1194.2;

15 6. For compensatory damages in an amount according to proof with
16 interest thereon;

17 7. For economic and/or special damages in an amount according to
18 proof with interest thereon;

19 8. For unpaid wage premiums for failing to provide compliant rest and
20 meal periods and penalties;

21 9. For waiting time penalties of each Class Member who is no longer
22 employed by Defendant at their regular daily rate up to a maximum of thirty (30)
23 days;

24 10. For the unreimbursed expenses incurred by Plaintiff and the Class
25 Members;

26 11. For reasonable attorneys' fees, costs of suit and interest to the extent
27 permitted by law, including pursuant to the Code of Civil Procedure and the
28 Labor Code;

12. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

13. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

14. For an order requiring Defendant to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

15. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties, including interest thereon;

16. For civil penalties pursuant to PAGA;

17. For pre-judgment interest; and

18. For such other relief as the Court deems just and proper.

Dated: November 9, 2020

LEBE LAW, APLC

By: /s/ Jonathan M. Lebe
Jonathan M. Lebe
Attorney for Plaintiff Sharon Britt,
Individually and on behalf of all others
similarly situated

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: November 9, 2020

LEBE LAW, APLC

By: /s/ Jonathan M. Lebe
Jonathan M. Lebe
Attorney for Plaintiff Sharon Britt,
Individually and on behalf of all others
similarly situated



(213) 358-7046 (310) 820-1258 jon@lebelaw.com 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021

September 2, 2020

Notice Via Online Submission and Fee Via Certified Mail

Department of Industrial Relations, Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
<https://dir.tfaforms.net/128>

Re: Amended Notice pursuant to California Labor Code section 2698, et seq., the Private Attorney General Act regarding claims of Sharon Britt and Andre Wall, individually and on behalf of all aggrieved employees of Southern California Edison Company

Dear PAGA Administrator:

Please be advised that Sharon Britt and Andre Wall (“Claimants”) have retained Lebe Law, A Professional Law Corporation to represent them individually and on behalf of the other aggrieved employees for wage and hour claims against their current and former employer Southern California Edison Company, any related entities, and their managers, agents, officers and directors (“Employers”).

Employers have violated several Labor Code provisions and are therefore liable for civil penalties under California Labor Code §§ 2698, et seq. We request your agency investigate the claims against Employers. This letter will serve as notice of these allegations pursuant to the Private Attorney Generals Act of 2004 (“PAGA”). (Cal. Lab. Code § 2699.3.)

Unlawful Failure to Pay All Earned Wages

Employers failed to properly compensate Claimants and the aggrieved employees for all hours worked. For example, Employers failed to maintain an overtime policy in accordance with California Labor Code §§ 510, 1194 and the applicable Industrial Welfare Commission (IWC) Wage Orders, and failed to pay all overtime wages at the correct rate of pay by failing to account for all shift premiums, “meal allowances,” non-discretionary wages, bonuses and commissions. Additionally, Employers failed to timely pay all

overtime wages or incentive payments to Claimants and other aggrieved employees timely. Further, Employers failed to pay for all time worked by aggrieved employees because they are required to input their scheduled start and end times of their shifts into the timekeeping system instead of the actual times they start and end their workdays. Finally, Employers failed to pay Claimants and aggrieved employees for accrued vacation time at the regular rate at which their employees earned such vacation time. Instead, Claimants and aggrieved employees would accrue vacation wages at a certain rate and then have their rates of pay decreased and then were paid out vacation wages at the lower rate. As a result, Employers failed to pay Claimants all earned wages. Accordingly, Employers violated California Labor Code § 204(a), which requires that employers pay “all wages ... twice during each calendar month on days designated in advance by the employer as the regular paydays.” Due to this, Employers are liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Unlawful Failure to Pay Overtime

Employers have failed to maintain a policy that compensates its employees for all hours worked, including overtime. Specifically, Employers have maintained a policy which fails to adhere to California law, by failing to pay all overtime wages at the correct rate of pay by failing to account for all shift premiums, “meal allowances,” non-discretionary wages, bonuses and commissions. Additionally, Employers failed to timely pay all overtime wages or incentive payments to Claimants and other aggrieved employees timely. As a result of violations of California Labor Code §§ 510, 1194 and the applicable IWC Wage Orders for failure to pay overtime, Employers are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.* Furthermore, Employers have also violated Labor Code §§ 201-203 by not paying employees all of their earned wages upon separation of employment due to the underpaid overtime wages.

Unlawful Failure to Pay Minimum Wage

Employers have failed to maintain a policy that compensates aggrieved employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and the applicable IWC Wage Order. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. Employers did not compensate Claimants and the aggrieved employees at the minimum wage for work that it required them to perform. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and the applicable IWC Wage Order for failure to pay minimum wage, Employers are liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.* Furthermore, Employers have also violated Labor Code §§ 201-203 by not paying employees all of their earned wages upon separation of employment due to the underpaid minimum wages.

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

Employers have failed to maintain a policy that provides its employees with off-duty meal periods as required by California law. Claimants and the other aggrieved employees regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and the applicable IWC Wage Order. Employers had a policy and practice of regularly interrupting Claimants and aggrieved employees during meal periods and meal periods as on-duty. Employers had no policy or practice of providing second meal periods for shifts 10 hours or longer in length. Employers also failed to pay Claimants and the other aggrieved employees the premium compensation mandated by Labor Code §§ 201-203 and 226.7(b) at the correct regular rate of pay by failing to account for all shift premiums, non-discretionary wages, bonuses and commissions. As a result of violations of California Labor Code §§ 201-203, 226.7 and 512 and the applicable IWC Wage Order, Employers are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Employers have failed to maintain a policy that provides aggrieved employees with off-duty rest periods as required by California law. Claimants and the other aggrieved employees regularly worked in excess of four (4) hours or major fraction thereof during workdays without being provided at least a ten (10) minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and the applicable IWC Wage order. Employers had no policy or practice of providing uninterrupted rest breaks – instead, purported rest breaks were on duty and interrupted. In lieu of the missed off-duty rest periods, Employers also failed to pay Claimants and aggrieved employees the premium compensation mandated by Labor Code §§ 201-203 and 226.7(b) at the correct regular rate of pay by failing to account for all shift premiums, “meal allowances,” non-discretionary wages, bonuses and commissions. As a result of violations of California Labor Code §§ 201-203, 226.7, 512 and the applicable IWC Wage Order, Employers are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Reimburse Business Expenses

Employers have violated California Labor Code § 2802 by willfully failing to reimburse Claimants and other aggrieved employees for their reasonable and necessary business expenses. Reasonable and necessary business expenses must be reimbursed to an employee by an employer under Labor Code Section 2802 which provides that: “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” Employers failed to reimburse,

for example, Claimants and other aggrieved employees for the use of their automobile as it related to their employment. As a result of violations of California Labor Code § 2802, Employers are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Furnish Wage Statements

Employers have violated California Labor Code § 226(a) by willfully failing to furnish Claimants and the aggrieved employees with accurate, itemized wage statements. As a result of the violations identified above, Employers have provided wage statements to Claimants and aggrieved employees that fail to provide the correct wages earned, all hours worked at the applicable hourly rate, all meal and rest period premiums required by the Labor Code, gross and net wages earned, the rate of pay and amount of all hours worked including overtime and overtime on shift differentials, commissions, bonuses and other non-discretionary incentive pay, and a correct calculation of overtime wages. Further, Employers failed to provide wage statements which displayed the correct number of total hours worked, due to Employers' Unlawful Wage Deduction Practice, and duplicative overtime entries. As a result of violations of California Labor Code § 226(a), Employers are liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 *et seq.*

Failure to Provide Sick Pay

Employers have violated California Labor Code § 246 by willfully failing to provide mandatory paid sick leave to Claimants and aggrieved employees. Employers must provide to employees who work for 30 or more days within a year from the commencement of employment 1 hour of paid sick leave at the regular rate of pay for every 30 hours worked. (Labor Code § 246(b)(1).) Employers have failed to comply with Labor Code § 246.

Unlawful Failure to Pay Final Wages / Vacation Wages

Employers have violated California Labor Code §§ 201-203 and 227.3 by failing to pay all final wages, including the unpaid wages detailed above such as overtime wages as wells as vested unused vacation wages, to Claimants and other aggrieved employees upon cessation of employment. Specifically, Claimants and other aggrieved employees accrued unused vacation time during their employment with Employers. The failure to pay sick pay also resulted in the failure to pay all final wages and waiting time penalties. Additionally, Labor Code §§ 201-203 require that all final wages be paid at the termination of employment. However, at the time of their separation of employment, Employers failed to pay the final wages, to Claimants and other aggrieved employees. As such, Employers are liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Conclusion

Employers have violated or have caused to be violated numerous California wage and hour laws. Claimants requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimants requests the agency inform them if it does not intend to investigate these violations so that they may bring a PAGA suit against Employers on behalf of himself and the other aggrieved employees.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. M. Lebe', with a stylized flourish at the end.

Jonathan M. Lebe, Esq.

Attorney for Sharon Britt and Andre Wall,
Individually and on behalf of Aggrieved Employees

Copied by Certified Mail:

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

Copied by E-Mail:

Jacob W. Daniels
jacob.w.daniels@sce.com
Senior Attorney, Southern California Edison Company Law Department

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to:

District Judge **Fernando M. Olguin**
Magistrate Judge **Alka Sagar**

The case number on all documents filed with the Court should read as follows:

2:20-cv-08023 FMO (ASx)

District judges in the Central District of California refer all discovery-related motions to the assigned magistrate judge pursuant to General Order No. 05-07. Discovery-related motions should be noticed for hearing before the assigned magistrate judge. Please refer to the assigned judges' [Procedures and Schedules](http://www.cacd.uscourts.gov/judges-requirements), available on the Court's website at www.cacd.uscourts.gov/judges-requirements, for additional information.

Clerk, U.S. District Court

September 3, 2020
Date

By /s/ Geneva Hunt
Deputy Clerk

ATTENTION

The party that filed the case-initiating document in this case (for example, the complaint or the notice of removal) must serve a copy of this Notice on all parties served with the case-initiating document. In addition, if the case-initiating document in this case was electronically filed, the party that filed it must, upon receipt of this Notice, promptly deliver mandatory chambers copies of all previously filed documents to the newly assigned-district judge. See L.R. 5-4.5. A copy of this Notice should be attached to the first page of the mandatory chambers copy of the case-initiating document.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**I. (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

Sharon Britt

DEFENDANTS (Check box if you are representing yourself ☐)Southern California Edison
Company(b) County of Residence of First Listed Plaintiff Los Angeles

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Jonathan M. Lebe, Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, California 90021

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff ☒ 3. Federal Question (U.S. Government Not a Party)
- ☐ 2. U.S. Government Defendant ☐ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☒ 1 | ☒ 1 | Incorporated or Principal Place of Business in this State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business in Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding ☐ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) _____ ☐ 6. Multidistrict Litigation - Transfer ☐ 8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ _____**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Plaintiff brings this wage and hour class action pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 et. seq.**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
☐ 375 False Claims Act	☐ 110 Insurance	☐ 240 Torts to Land	☐ 462 Naturalization Application	Habeas Corpus:	☐ 820 Copyrights
☐ 376 Qui Tam (31 USC 3729(a))	☐ 120 Marine	☐ 245 Tort Product Liability	☐ 465 Other Immigration Actions	☐ 463 Alien Detainee	☐ 830 Patent
☐ 400 State Reapportionment	☐ 130 Miller Act	☐ 290 All Other Real Property	TORTS	☐ 510 Motions to Vacate Sentence	☐ 835 Patent - Abbreviated New Drug Application
☐ 410 Antitrust	☐ 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	☐ 530 General	☐ 840 Trademark
☐ 430 Banks and Banking	☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 310 Airplane	☐ 370 Other Fraud	Other:	SOCIAL SECURITY
☐ 450 Commerce/ICC Rates/Etc.	☐ 151 Medicare Act	☐ 315 Airplane Product Liability	☐ 371 Truth in Lending	☐ 540 Mandamus/Other	☐ 861 HIA (1395ff)
☐ 460 Deportation	☐ 152 Recovery of Defaulted Student Loan (Excl. Vet.)	☐ 320 Assault, Libel & Slander	☐ 380 Other Personal Property Damage	☐ 550 Civil Rights	☐ 862 Black Lung (923)
☐ 470 Racketeer Influenced & Corrupt Org.	☐ 153 Recovery of Overpayment of Vet. Benefits	☐ 330 Fed. Employers' Liability	☐ 385 Property Damage Product Liability	☐ 555 Prison Condition	☐ 863 DIWC/DIWW (405 (g))
☐ 480 Consumer Credit	☐ 160 Stockholders' Suits	☐ 340 Marine	BANKRUPTCY	☐ 560 Civil Detainee Conditions of Confinement	☐ 864 SSID Title XVI
☐ 490 Cable/Sat TV	☐ 190 Other Contract	☐ 345 Marine Product Liability	☐ 422 Appeal 28 USC 158	FORFEITURE/PENALTY	☐ 865 RSI (405 (g))
☐ 850 Securities/Commodities/Exchange	☐ 195 Contract Product Liability	☐ 350 Motor Vehicle	☐ 423 Withdrawal 28 USC 157	☐ 625 Drug Related Seizure of Property 21 USC 881	FEDERAL TAX SUITS
☐ 890 Other Statutory Actions	☐ 196 Franchise	☐ 355 Motor Vehicle Product Liability	CIVIL RIGHTS	☐ 690 Other	☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 891 Agricultural Acts	REAL PROPERTY	☐ 360 Other Personal Injury	☐ 440 Other Civil Rights	LABOR	☐ 871 IRS-Third Party 26 USC 7609
☐ 893 Environmental Matters	☐ 210 Land Condemnation	☐ 362 Personal Injury-Med Malpractice	☐ 441 Voting	☒ 710 Fair Labor Standards Act	
☐ 895 Freedom of Info. Act	☐ 220 Foreclosure	☐ 365 Personal Injury-Product Liability	☐ 442 Employment	☐ 720 Labor/Mgmt. Relations	
☐ 896 Arbitration	☐ 230 Rent Lease & Ejectment	☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability	☐ 443 Housing/Accommodations	☐ 740 Railway Labor Act	
☐ 899 Admin. Procedures Act/Review of Appeal of Agency Decision		☐ 368 Asbestos Personal Injury Product Liability	☐ 445 American with Disabilities-Employment	☐ 751 Family and Medical Leave Act	
☐ 950 Constitutionality of State Statutes			☐ 446 American with Disabilities-Other	☐ 790 Other Labor Litigation	
			☐ 448 Education	☐ 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? ☐ Yes ☒ No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	☐ Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	☐ Orange		Southern
	☐ Riverside or San Bernardino		Eastern

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? ☐ Yes ☒ No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➡	☐ YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. ☐ NO. Continue to Question B.2.
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➡	☐ YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. ☐ NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? ☐ Yes ☒ No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➡	☐ YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. ☐ NO. Continue to Question C.2.
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➡	☐ YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. ☐ NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	☐	☐	☒
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	☐	☐	☐

D.1. Is there at least one answer in Column A? ☐ Yes ☒ No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. ➡	D.2. Is there at least one answer in Column B? ☐ Yes ☒ No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: ➡	WESTERN

QUESTION F: Northern Counties?
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? ☐ Yes ☒ No

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court?☒ NO☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?☒ NO☐ YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY**(OR SELF-REPRESENTED LITIGANT):** /s/ Jonathan M. LebeDATE: September 2, 2020

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)
OR OF PARTY APPEARING IN PRO PER

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ATTORNEY(S) FOR: Sharon Britt

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Sharon Britt, individually and on behalf of all
others similarly situated,

Plaintiff(s),

CASE NUMBER:

2:20-cv-08023

v.

**CERTIFICATION AND NOTICE
OF INTERESTED PARTIES
(Local Rule 7.1-1)**

Southern California Edison Company

Defendant(s)

TO: THE COURT AND ALL PARTIES OF RECORD:

The undersigned, counsel of record for Sharon Britt
or party appearing in pro per, certifies that the following listed party (or parties) may have a pecuniary interest in
the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification
or recusal.

(List the names of all such parties and identify their connection and interest. Use additional sheet if necessary.)

PARTY

CONNECTION / INTEREST

Sharon Britt
Southern California Edison
Company

Plaintiff
Defendant

September 2, 2020

Date

/s/ Jonathan M. Lebe

Signature

Attorney of record for (or name of party appearing in pro per):

Sharon Britt

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SHARON BRITT

Plaintiff(s)

v.

SOUTHERN CALIFORNIA EDISON COMPANY, et
al.

Defendant(s).

CASE NUMBER:

2:20-cv-08023-FMO-AS

**NOTICE TO PARTIES OF
COURT-DIRECTED ADR PROGRAM**

NOTICE TO PARTIES:

It is the policy of this Court to encourage settlement of civil litigation when such is in the best interest of the parties. The Court favors any reasonable means, including alternative dispute resolution (ADR), to accomplish this goal. *See* L.R. 16-15. Unless exempted by the trial judge, parties in all civil cases must participate in an ADR process before trial. *See* L.R. 16-15.1.

The district judge to whom the above-referenced case has been assigned is participating in an ADR Program that presumptively directs this case to either the Court Mediation Panel or to private mediation. *See* General Order No. 11-10, §5. For more information about the Mediation Panel, visit the Court website, www.cacd.uscourts.gov, under “ADR.”

Pursuant to L.R. 26-1(c), counsel are directed to furnish and discuss with their clients the attached ADR Notice To Parties *before* the conference of the parties mandated by Fed.R.Civ.P. 26(f). Based upon the consultation with their clients and discussion with opposing counsel, counsel must indicate the following in their Joint 26(f) Report: 1) whether the case is best suited for mediation with a neutral from the Court Mediation Panel or private mediation; and 2) when the mediation should occur. *See* L.R. 26-1(c).

At the initial scheduling conference, counsel should be fully prepared to discuss their preference for referral to the Court Mediation Panel or to private mediation and when the mediation should occur. The Court will enter an Order/Referral to ADR at or around the time of the scheduling conference.

Clerk, U.S. District Court

September 3, 2020
Date

By /s/ Geneva Hunt
Deputy Clerk

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE TO PARTIES: COURT POLICY ON SETTLEMENT
AND USE OF ALTERNATIVE DISPUTE RESOLUTION (ADR)
Counsel are required to furnish and discuss this Notice with their clients.**

Despite the efforts of the courts to achieve a fair, timely and just outcome in all cases, litigation has become an often lengthy and expensive process. For this reason, it is this Court's policy to encourage parties to attempt to settle their disputes, whenever possible, through alternative dispute resolution (ADR).

ADR can reduce both the time it takes to resolve a case and the costs of litigation, which can be substantial. ADR options include mediation, arbitration (binding or non-binding), neutral evaluation (NE), conciliation, mini-trial and fact-finding. ADR can be either Court-directed or privately conducted.

The Court's ADR Program offers mediation through a panel of qualified and impartial attorneys who will encourage the fair, speedy and economic resolution of civil actions. Panel Mediators each have at least ten years of legal experience and are appointed by the Court. They volunteer their preparation time and the first three hours of a mediation session. This is a cost-effective way for parties to explore potential avenues of resolution.

This Court requires that counsel discuss with their clients the ADR options available and instructs them to come to the initial scheduling conference prepared to discuss the parties' choice of ADR option. The ADR options available are: a settlement conference before the magistrate judge assigned to the case or the magistrate judge in Santa Barbara, the Court Mediation Panel, and private mediation. Counsel are also required to indicate the client's choice of ADR option in advance of the initial scheduling conference. *See* L.R. 26-1(c) and Fed.R.Civ.P. 26(f).

Clients and their counsel should carefully consider the anticipated expense of litigation, the uncertainties as to outcome, the time it will take to get to trial, the time an appeal will take if a decision is appealed, the burdens on a client's time, and the costs and expenses of litigation in relation to the amounts or stakes involved.

Each year thousands of civil cases are filed in this district, yet typically no more than one percent go to trial. Most cases are settled between the parties, voluntarily dismissed, resolved through Court-directed or other forms of ADR, or dismissed by the Court as lacking in merit or for other reasons provided by law.

For more information about the Court's ADR Program, the Mediation Panel, and the profiles of mediators, visit the Court website, www.cacd.uscourts.gov, under "ADR."