

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
**Electronically FILED by
Superior Court of California,
County of Los Angeles
10/23/2023 12:41 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Carini, Deputy Clerk**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

LIBRA STAFFING INC., a California corporation; SAMUEL HALE, LLC, a Florida limited liability company; and DOES 1-50, Inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

AURORA GONZALEZ, an individual, on behalf of herself, and on behalf of all persons similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
Stanley Mosk Courthouse - 111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):
23STCV25896

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. T: (619)599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 10/23/2023
(Fecha) Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) G. Carini (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

JCL LAW FIRM, APC

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

AURORA GONZALEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

LIBRA STAFFING INC., a California
corporation; SAMUEL HALE, LLC, a Florida
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No: **23STCV25896**

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 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, *et seq*;
- 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 REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226.

DEMAND FOR A JURY TRIAL

PLAINTIFF AURORA GONZALEZ (“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:

PRELIMINARY ALLEGATIONS

1. DEFENDANT LIBRA STAFFING INC., (“DEFENDANT LIBRA STAFFING”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California, including in the county of Los Angeles, where PLAINTIFF works.

2. DEFENDANT LIBRA STAFFING operates a staffing agency throughout the state of California, including the county of Los Angeles, where PLAINTIFF works.

3. DEFENDANT SAMUEL HALE, LLC, (“DEFENDANT SAMUEL HALE”) is a Florida limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California, including in the county of Los Angeles, where PLAINTIFF works.

4. DEFENDANT SAMUEL HALE operates a Professional Employer Organization (PEO) company throughout the state of California, including in the county of Los Angeles, where PLAINTIFF works. DEFENDANT SAMUEL HALE performs various employee administrative tasks, such as payroll and benefits administration, on behalf of businesses.

5. DEFENDANT LIBRA STAFFING and DEFENDANT SAMUEL HALE are the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the

1 company PLAINTIFF performed work for respectively and are therefore jointly responsible as
2 employers for the conduct alleged herein as “DEFENDANT” and/or “DEFENDANTS.”

3 6. PLAINTIFF was employed by DEFENDANTS in California from April of 2022
4 to May of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to the legally
5 required meal and rest periods and payment of minimum and overtime wages due for all time
6 worked.

7 7. PLAINTIFF brings this Class Action on behalf of herself and a California class,
8 defined as all persons who are or previously were employed by DEFENDANT LIBRA
9 STAFFING and/or DEFENDANT SAMUEL HALE in California and classified as non-exempt
10 employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years
11 prior to the filing of this Complaint and ending on the date as determined by the Court (the
12 “CLASS PERIOD”). The amount in controversy for the aggregate claim of the CALIFORNIA
13 CLASS Members is under five million dollars (\$5,000,000.00).

14 8. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
15 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
16 the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice which failed to
17 lawfully compensate these employees. DEFENDANTS’ uniform policy and practice alleged
18 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained
19 and continue to retain wages due PLAINTIFF and the other members of the CALIFORNIA
20 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
21 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
22 the other members of the CALIFORNIA CLASS who have been economically injured by
23 DEFENDANTS’ past and current unlawful conduct, and all other appropriate legal and equitable
24 relief.

25 9. The true names and capacities, whether individual, corporate, subsidiary,
26 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
27 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious
28 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this

1 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
2 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief
3 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
4 inclusive, are responsible in some manner for one or more of the events and happenings that
5 proximately caused the injuries and damages hereinafter alleged.

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

14 11. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of the
15 PLAINTIFF'S employer, within the meaning of California Labor Code § 558, who violated or
16 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
17 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
18 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
19 at all relevant times.

20 12. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
21 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
22 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
23 employee a wage less than the minimum fixed by California state law, and as such, are subject to
24 civil penalties for each underpaid employee.

25 13. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
26 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
27 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

28 ///

1 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
2 purposefully avoid the accurate and full payment for all time worked as required by California
3 law which allows DEFENDANTS to illegally profit and gain an unfair advantage over
4 competitors who comply with the law. To the extent equitable tolling operates to toll claims by
5 the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
6 accordingly.

7 **A. Meal Period Violations**

8 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
9 were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
10 meaning the time during which an employee is subject to the control of an employer, including
11 all the time the employee is suffered or permitted to work. From time to time during the CLASS
12 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work
13 without paying them for all the time they were under DEFENDANTS' control. Specifically,
14 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to
15 be PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
16 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
17 Members forfeited minimum wage and overtime compensation by regularly working without their
18 time being accurately recorded and without compensation at the applicable minimum wage and
19 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
20 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
21 records.

22 19. From time to time during the CLASS PERIOD, as a result of their rigorous work
23 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
24 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
25 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
26 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for
27 more than five (5) hours during some shifts without receiving a meal break. Further,
28 DEFENDANTS fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second

1 off-duty meal period for some workdays in which these employees are required by
2 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
3 PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for the limited and
4 narrowly construed “on-duty” meal period exception. When they were provided with meal
5 periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
6 required to remain on premises, on duty and on call. DEFENDANTS’ failure to provide
7 PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks is
8 evidenced by DEFENDANTS’ business records. PLAINTIFF and other members of the
9 CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
10 accordance with DEFENDANTS’ strict corporate policy and practice.

11 **B. Rest Period Violations**

12 20. From time to time during the CLASS PERIOD, PLAINTIFF and other
13 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
14 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
15 DEFENDANTS’ inadequate staffing. Further, for the same reasons, these employees were denied
16 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
17 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
18 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
19 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
20 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
21 CLASS Members were, from time to time, required to remain on premises, on duty and/or on call.
22 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
23 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS’
24 inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to
25 time denied their proper rest periods by DEFENDANTS and DEFENDANTS’ managers.

26 **C. Unreimbursed Business Expenses**

27 21. DEFENDANTS as a matter of corporate policy, practice, and procedure,
28 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF

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

10 22. In the course of their employment, DEFENDANTS required PLAINTIFF and
11 other CALIFORNIA CLASS Members to maintain their required work uniform. However,
12 DEFENDANTS unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS
13 Members for the maintenance of their uniforms. As a result, in the course of their employment
14 with DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS Members incurred
15 unreimbursed business expenses that included, but were not limited to, costs related to the
16 maintenance of her required work uniforms.

17 **D. Wage Statement Violations**

18 23. California Labor Code Section 226 required an employer to furnish its employees
19 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
20 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
21 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
22 name of the employee and only the last four digits of the employee's social security number or an
23 employee identification number other than a social security number, (8) the name and address of
24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly rate by the employee.

26 24. From time to time during the CLASS PERIOD, when PLAINTIFF and other
27 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
28 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS

1 also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
2 accurate wage statements which failed to show, among other things, all deductions, the total hours
3 worked and all applicable hourly rates in effect during the pay period and the corresponding
4 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
5 meal and rest periods.

6 25. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
7 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
8 Cal. Lab. Code § 226.

9 26. As a result, DEFENDANTS issued PLAINTIFF and other members of the
10 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
11 DEFENDANTS' violations are knowing and intentional, were not isolated due to an unintentional
12 payroll error due to clerical or inadvertent mistake.

13 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

14 27. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
15 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
16 for all hours worked.

17 28. During the CLASS PERIOD, from time-to-time DEFENDANTS required
18 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
19 work, including but not limited to, submitting to Covid-19 health screenings. This resulted in
20 PLAINTIFF and other members of the CALIFORNIA CLASS having to work while off-the-
21 clock.

22 29. DEFENDANTS directed and directly benefited from the undercompensated off-
23 the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

24 30. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
25 assignments, and employment conditions of PLAINTIFF and the other members of the
26 CALIFORNIA CLASS.

27 31. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
28 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to

1 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
2 wages earned and owed for all the work they performed.

3 32. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
4 exempt employees, subject to the requirements of the California Labor Code.

5 33. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
6 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
7 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
8 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
9 eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime
10 pay.

11 34. DEFENDANTS knew or should have known that PLAINTIFF and the other
12 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

13 35. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
14 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and
15 benefit for the time spent working while off-the-clock, including but not limited to, time spent
16 submitting to Covid-19 health screenings. DEFENDANTS' uniform policy and practice to not
17 pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
18 accordance with applicable law is evidenced by DEFENDANTS' business records.

19 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
20 **and Redeemed Sick Pay**

21 36. From time to time during the CLASS PERIOD, DEFENDANTS failed and
22 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
23 Members for their overtime and double time hours worked, meal and rest period premiums, and
24 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
25 forfeited wages due to them for working overtime without compensation at the correct overtime
26 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
27 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS Members at
28

1 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
2 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

3 37. State law provides that employees must be paid overtime at one-and-one-half times
4 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
5 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
6 employee's performance.

7 38. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
8 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
9 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
10 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
11 paid on an hourly basis with bonus compensation when the employees met the various
12 performance goals set by DEFENDANTS.

13 39. However, from time to time, when calculating the regular rate of pay in those pay
14 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
15 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
16 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
17 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
18 rather than just all non-overtime hours worked. Management and supervisors described the
19 incentive/bonus program to potential and new employees as part of the compensation package.
20 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
21 CLASS Members must be included in the "regular rate of pay." The failure to do so has resulted
22 in a systematic underpayment of overtime and double time compensation, meal and rest period
23 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
24 Members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that
25 paid sick time for non-exempt employees shall be calculated in the same manner as the regular
26 rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or
27 not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as
28 articulated herein, by failing to include the incentive compensation as part of the "regular rate of

1 pay” for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the
2 underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

3 40. In violation of the applicable sections of the California Labor Code and the
4 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
5 matter of company policy, practice, and procedure, intentionally and knowingly failed to
6 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
7 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
8 sick pay as required by California law which allowed DEFENDANTS to illegally profit and gain
9 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
10 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANTS, the
11 CLASS PERIOD should be adjusted accordingly.

12 **G. Violations for Untimely Payment of Wages**

13 41. Pursuant to California Labor Code section 204, PLAINTIFF and the
14 CALIFORNIA CLASS members were entitled to timely payment of wages during their
15 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
16 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
17 meal period premium wages, and rest period premium wages within permissible time period.

18 **H. Unlawful Deductions**

19 42. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
20 and CALIFORNIA CLASS Members’ pay without explanations and without authorization to do
21 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
22 DEFENDANTS violated Labor Code § 221.

23 **I. Timekeeping Manipulation**

24 43. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
25 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
26 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
27 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
28 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and

1 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
2 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
3 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
4 missed rest breaks.

5 44. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
6 time-to-time, forfeited time worked by working without their time being accurately recorded and
7 without compensation at the applicable pay rates.

8 45. The mutability of the timekeeping system also allowed DEFENDANTS to alter
9 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
10 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
11 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
12 were not at all times provided an off-duty meal break. This practice is a direct result of
13 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
14 minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks.

15 46. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
16 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and
17 benefit for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy
18 and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for
19 all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
20 records.

21 **J. Unlawful Rounding Practices**

22 47. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
23 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
24 CALIFORNIA CLASS Members for the actual time these employees worked each day,
25 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding
26 policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
27 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
28 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping

1 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
2 these employees for all their time worked, including the applicable overtime compensation for
3 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from
4 time to time, forfeited compensation for their time worked by working without their time being
5 accurately recorded and without compensation at the applicable overtime rates.

6 48. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
7 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
8 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
9 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
10 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an
11 off-duty meal break.

12 49. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
13 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
14 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
15 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
16 provide PLAINTIFF with a second off-duty meal period each workday in which they were
17 required by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided
18 PLAINTIFF with a rest break, they required PLAINTIFF to remain on-duty and on-call for the
19 rest break. DEFENDANTS policy caused PLAINTIFF to remain on-call and on-duty during
20 what was supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and
21 rest breaks without additional compensation and in accordance with DEFENDANTS' strict
22 corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with
23 paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed
24 to reimburse PLAINTIFF for required business expenses related to the maintenance of her
25 required uniform, on behalf of and in furtherance of her employment with DEFENDANTS. To
26 date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
27 compensation still owed to them or any penalty wages owed to them under Cal. Lab. Code § 203.
28 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of

1 \$75,000.

2 **CLASS ACTION ALLEGATIONS**

3 50. PLAINTIFF brings this Class Action on behalf of herself, and a California class
4 defined as all persons who are or previously were employed by DEFENDANT LIBRA
5 STAFFING and/or DEFENDANT SAMUEL HALE in California and classified as non-exempt
6 employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years
7 prior to the filing of this Complaint and ending on the date as determined by the Court (the
8 “CLASS PERIOD”).

9 51. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
10 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
11 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
12 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
13 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
14 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

15 52. The members of the class are so numerous that joinder of all class members is
16 impractical.

17 53. Common questions of law and fact regarding DEFENDANTS’ conduct, including
18 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to
19 accurately calculate the regular rate of pay for overtime compensation, failure to accurately
20 calculate the regular rate of compensation for missed meal and rest period premiums, failing to
21 provide legally compliant meal and rest periods, failed to reimburse for business expenses,
22 failure to provide accurate itemized wage statements accurate, and failure to ensure they are paid
23 at least minimum wage and overtime, exist as to all members of the class and predominate over
24 any questions affecting solely any individual members of the class. Among the questions of law
25 and fact common to the class are:

- 26 a. Whether DEFENDANTS maintained legally compliant meal period policies and
27 practices;

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- 1 b. Whether DEFENDANTS maintained legally compliant rest period policies and
- 2 practices;
- 3 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
- 4 CLASS Members accurate premium payments for missed meal and rest periods;
- 5 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
- 6 CLASS Members accurate overtime wages;
- 7 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
- 8 CLASS Members at least minimum wage for all hours worked;
- 9 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the
- 10 CALIFORNIA CLASS Members for required business expenses;
- 11 g. Whether DEFENDANTS issued legally compliant wage statements;
- 12 h. Whether DEFENDANTS committed an act of unfair competition by
- 13 systematically failing to record and pay PLAINTIFF and the other members of the
- 14 CALIFORNIA CLASS for all time worked;
- 15 i. Whether DEFENDANTS committed an act of unfair competition by
- 16 systematically failing to record all meal and rest breaks missed by PLAINTIFF
- 17 and other CALIFORNIA CLASS Members, even though DEFENDANTS enjoyed
- 18 the benefit of this work, required employees to perform this work and permits or
- 19 suffers to permit this work;
- 20 j. Whether DEFENDANTS committed an act of unfair competition in violation of
- 21 the UCL, by failing to provide the PLAINTIFF and the other members of the
- 22 CALIFORNIA CLASS with the legally required meal and rest periods.

23 54. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as
24 a result of DEFENDANTS’ conduct and actions alleged herein.

25 55. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and
26 PLAINTIFF have the same interests as the other members of the class.

27 56. PLAINTIFF will fairly and adequately represent and protect the interests of the
28 CALIFORNIA CLASS Members.

1 57. PLAINTIFF retained able class counsel with extensive experience in class action
2 litigation.

3 58. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
4 interest of the other CALIFORNIA CLASS Members.

5 59. There is a strong community of interest among PLAINTIFF and the members of
6 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
7 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
8 sustained.

9 60. The questions of law and fact common to the CALIFORNIA CLASS Members
10 predominate over any questions affecting only individual members, including legal and factual
11 issues relating to liability and damages.

12 61. A class action is superior to other available methods for the fair and efficient
13 adjudication of this controversy because joinder of all class members is impractical. Moreover,
14 since the damages suffered by individual members of the class may be relatively small, the
15 expense and burden of individual litigation makes it practically impossible for the members of
16 the class individually to redress the wrongs done to them. Without class certification and
17 determination of declaratory, injunctive, statutory, and other legal questions within the class
18 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS
19 will create the risk of:

20 a. Inconsistent or varying adjudications with respect to individual members of the
21 CALIFORNIA CLASS which would establish incompatible standards of conduct
22 for the parties opposing the CALIFORNIA CLASS; and/or,

23 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
24 which would as a practical matter be dispositive of the interests of the other
25 members not party to the adjudication or substantially impair or impeded their
26 ability to protect their interests.

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

7 68. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and
8 fraudulent in that DEFENDANTS’ uniform policy and practice failed to provide the legally
9 mandated meal and rest periods and the required amount of compensation for missed meal and
10 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
11 necessary business expenses incurred, due to a systematic business practice that cannot be
12 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
13 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
14 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
15 restitution of wages wrongfully withheld.

16 69. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful,
17 unfair, and deceptive in that DEFENDANTS’ employment practices caused PLAINTIFF and the
18 other members of the CALIFORNIA CLASS to be underpaid during their employment with
19 DEFENDANTS.

20 70. By the conduct alleged herein, DEFENDANTS’ practices were also unfair and
21 deceptive in that DEFENDANTS’ uniform policies, practices and procedures failed to provide
22 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
23 required by Cal. Lab. Code §§ 226.7 and 512.

24 71. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
25 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
26 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
27 each workday in which a second off-duty meal period was not timely provided for each ten (10)
28 hours of work.

1 72. PLAINTIFF further demands on behalf of and on behalf of each CALIFORNIA
2 CLASS member, one (1) hour of pay for each workday in which a rest period was not timely
3 provided as required by law.

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

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

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

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

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

1 legal and economic harm unless DEFENDANTS are restrained from continuing to engage in
2 these unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

5 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

6 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL DEFENDANTS)**

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

10 79. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
11 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
12 Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate
13 and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

14 80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
15 policy, an employer must timely pay its employees for all hours worked.

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

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

21 83. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
22 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
23 they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully
24 and intentionally deny timely payment of wages due to PLAINTIFF and the other members of
25 the CALIFORNIA CLASS.

26 84. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
27 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
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1 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
2 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

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

9 86. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
10 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
11 minimum wage compensation for their time worked for DEFENDANTS.

12 87. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
14 failure to pay all earned wages.

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

20 89. DEFENDANTS knew or should have known that PLAINTIFF and the other
21 members of the CALIFORNIA CLASS were under-compensated for their time worked.
22 DEFENDANTS systematically elected, either through intentional malfeasance or gross
23 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
24 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
25 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
26 for their time worked.

27 90. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

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

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

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL DEFENDANTS)**

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

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

3 94. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked.

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

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

12 97. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
13 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
14 they worked, including overtime work.

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

22 99. In committing these violations of the California Labor Code, DEFENDANTS
23 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
24 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
25 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
26 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
27 regulations.

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1 100. As a direct result of DEFENDANTS’ unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANTS.

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

12 102. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to,
14 constituting a failure to pay all earned wages.

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

22 104. By virtue of DEFENDANTS’ unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are
26 presently unknown to them, and which will be ascertained according to proof at trial.

27 105. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages
5 for their overtime worked.

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

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

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1 111. As a proximate result of the aforementioned violations, PLAINTIFF and
2 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
3 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

4 **FIFTH CAUSE OF ACTION**

5 **Failure To Provide Required Rest Periods**

6 **(Cal. Lab. Code §§ 226.7 & 512)**

7 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

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

11 113. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
12 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
13 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
14 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten
15 (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second
16 and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
17 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
18 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other
19 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
20 DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to
21 compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as
22 required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to
23 provide PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid
24 rest periods is evidenced by DEFENDANTS' business records.

25 114. DEFENDANTS further violated California Labor Code §§ 226.7 and the
26 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
27 Members who were not provided a rest period, in accordance with the applicable Wage Order,
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1 one additional hour of compensation at each employee's regular rate of pay for each workday
2 that rest period was not provided.

3 115. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Reimburse Employees For Required Expenses**

8 **(Cal. Lab. Code §§ 2802)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

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

14 117. Cal. Lab. Code § 2802 provides, in relevant part, that:
15 An employer shall indemnify his or her employee for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of his or her
17 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.

18 118. From time to time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab.
19 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
20 members for required expenses incurred in the discharge of their job duties for DEFENDANTS'
21 benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS
22 members for expenses which included, but were not limited to, the maintenance of their required
23 uniforms. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required
24 by DEFENDANTS to maintain their mandatory work uniforms. DEFENDANTS' uniform
25 policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS
26 members for expenses resulting from the maintenance of said uniforms. These expenses were
27 necessary to complete their principal job duties. DEFENDANTS are estopped by
28 DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were

1 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,
2 DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
3 members for these expenses as an employer is required to do under the laws and regulations of
4 California.

5 119. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
6 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
7 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
8 statutory rate and costs under Cal. Lab. Code § 2802.

9 **SEVENTH CAUSE OF ACTION**

10 **Failure To Provide Accurate Itemized Statements**

11 **(Cal. Lab. Code § 226)**

12 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

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

16 121. Cal. Labor Code § 226 provides that an employer must furnish employees with an
17 “accurate itemized” statement in writing showing:

- 18 a. Gross wages earned,
- 19 b. (2) total hours worked by the employee, except for any employee whose
20 compensation is solely based on a salary and who is exempt from payment of
21 overtime under subdivision (a) of Section 515 or any applicable order of the
22 Industrial Welfare Commission,
- 23 c. the number of piece-rate units earned and any applicable piece rate if the employee
24 is paid on a piece-rate basis,
- 25 d. all deductions, provided that all deductions made on written orders of the employee
26 may be aggregated and shown as one item,
- 27 e. net wages earned,
- 28 f. the inclusive dates of the period for which the employee is paid,

- 1 g. the name of the employee and his or her social security number, except that by
- 2 January 1, 2008, only the last four digits of his or her social security number of an
- 3 employee identification number other than social security number may be shown
- 4 on the itemized statement,
- 5 h. the name and address of the legal entity that is the employer, and
- 6 i. all applicable hourly rates in effect during the pay period and the corresponding
- 7 number of hours worked at each hourly rate by the employee.

8 122. When DEFENDANTS did not accurately record PLAINTIFF'S and other
9 CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed
10 meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated
11 Cal. Lab. Code § 226 in that DEFENDANTS failed to provide PLAINTIFF and other
12 CALIFORNIA CLASS Members with complete and accurate wage statements which failed to
13 show, among other things, all deductions, the accurate gross wages earned, net wages earned,
14 the total hours worked and all applicable hourly rates in effect during the pay period and the
15 corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty
16 payments or missed meal and rest periods.

17 123. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
18 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
19 requirements of California Labor Code Section 226.

20 124. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code
21 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
22 CLASS. These damages include, but are not limited to, costs expended calculating the correct
23 wages for all missed meal and rest breaks and the amount of employment taxes which were not
24 properly paid to state and federal tax authorities. These damages are difficult to estimate.
25 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to
26 recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
27 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay
28 period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but

1 in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
2 member of the CALIFORNIA CLASS herein).

3 **EIGHTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code § 203)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

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

10 126. Cal. Lab. Code § 200 provides that:

11 As used in this article:

- 12 (d) "Wages" includes all amounts for labor performed by employees of every
13 description, whether the amount is fixed or ascertained by the standard of time,
14 task, piece, Commission basis, or other method of calculation.
15 (e) "Labor" includes labor, work, or service whether rendered or performed under
16 contract, subcontract, partnership, station plan, or other agreement if the to be
17 paid for is performed personally by the person demanding payment.

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

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

22 If an employee not having a written contract for a definite period quits his or her
23 employment, his or her wages shall become due and payable not later than 72 hours
24 thereafter, unless the employee has given 72 hours previous notice of his or her intention
25 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
26 Notwithstanding any other provision of law, an employee who quits without providing a
27 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
28 designates a mailing address. The date of the mailing shall constitute the date of payment
for purposes of the requirement to provide payment within 72 hours of the notice of
quitting.

129. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
Members' employment contract.

130. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
quits, the wages of the employee shall continue as a penalty from the due date thereof at

1 the same rate until paid or until an action therefor is commenced; but the wages shall not
2 continue for more than 30 days.

3 131. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
4 terminated, and DEFENDANTS have not tendered payment of wages to these employees who
5 missed meal and rest breaks, as required by law.

6 132. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
7 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to
8 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
9 employees who terminated employment during the CLASS PERIOD and demands an accounting
10 and payment of all wages due, plus interest and statutory costs as allowed by law.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF pray for a judgment against each DEFENDANTS, jointly
13 and severally, as follows:

14 1. On behalf of the CALIFORNIA CLASS:

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

25 2. On behalf of the CALIFORNIA CLASS:

- 26 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
27 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
28 to Cal. Code of Civ. Proc. § 382;
b. Compensatory damages, according to proof at trial, including compensatory

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damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;

- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226
- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

- 3. On all claims:
 - a. An award of interest, including prejudgment interest at the legal rate;
 - b. Such other and further relief as the Court deems just and equitable; and
 - c. An award of penalties, attorneys’ fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: October 23, 2023

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF


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DEMAND FOR A JURY TRIAL

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

DATED: October 23, 2023

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF