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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

ANYSIA TAYLOR, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiffs,

v.

PUBLIC HEALTH INSTITUTE, a California corporation, and DOES 1-50, Inclusive,

Defendants.

Case No: **23CV028034**

**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 PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 7) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802.

**DEMAND FOR A JURY TRIAL**

PLAINTIFF ANYSIA TAYLOR (“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 PUBLIC HEALTH INSTITUTE (“DEFENDANT”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT operates programs throughout the state of California to improve health, equity, and wellness by discovering new research, strengthening key partnerships and programs, and advancing public health policies, including in the county of Alameda where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANT in California from January of 2021 to April of 2022 as a non-exempt employee, paid an hourly basis and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

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

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

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

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

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

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

12 10. DEFENDANT’S uniform policies and practices alleged herein were unlawful,  
13 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain  
14 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

15 11. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction  
16 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and  
17 other members of the CALIFORNIA CLASS who has been economically injured by  
18 DEFENDANT’S past and current unlawful conduct, and all other appropriate legal and equitable  
19 relief.

20 **JURISDICTION AND VENUE**

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

25 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
26 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs  
27 the CALIFORNIA CLASS across California, including in this County, and committed the  
28 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

**THE CONDUCT**

1  
2           14. In violation of the applicable sections of the California Labor Code and the  
3 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a  
4 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically  
5 failed to provide legally compliant meal and rest periods, failed to accurately compensate  
6 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest  
7 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all  
8 time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS  
9 for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA  
10 CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other  
11 members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse  
12 PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue  
13 to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage  
14 statements showing, among other things, all applicable hourly rates in effect during the pay  
15 periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s  
16 uniform policies and practices are intended to purposefully avoid the accurate and full payment  
17 for all time worked as required by California law which allows DEFENDANT to illegally profit  
18 and gain an unfair advantage over competitors who comply with the law. To the extent equitable  
19 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS  
20 PERIOD should be adjusted accordingly.

21       **A. Meal Period Violations**

22           15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
23 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,  
24 meaning the time during which an employee is subject to the control of an employer, including  
25 all the time the employee is suffered or permitted to work. From time to time during the CLASS  
26 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work  
27 without paying them for all the time they were under DEFENDANT’s control. Specifically,  
28 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be

1 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not  
2 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS  
3 Members forfeited minimum wage and overtime compensation by regularly working without their  
4 time being accurately recorded and without compensation at the applicable minimum wage and  
5 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other  
6 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business  
7 records.

8 16. From time to time during the CLASS PERIOD, as a result of their rigorous work  
9 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other  
10 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty  
11 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
12 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for  
13 more than five (5) hours during some shifts without receiving a meal break. Further,  
14 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second  
15 off-duty meal period for some workdays in which these employees are required by DEFENDANT  
16 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other  
17 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-  
18 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other  
19 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.  
20 Additionally, PLAINTIFF and CALIFORNIA CLASS Members were required to carry cordless  
21 communication devices in order to receive and respond to work-related communications during  
22 their off-duty meal periods. DEFENDANT's failure to provide PLAINTIFF and the  
23 CALIFORNIA CLASS Members with legally required meal breaks is evidenced by  
24 DEFENDANT's business records. PLAINTIFF and other members of the CALIFORNIA CLASS  
25 therefore forfeit meal breaks without additional compensation and in accordance with  
26 DEFENDANT's strict corporate policy and practice.

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1     **B. Rest Period Violations**

2           17. From time to time during the CLASS PERIOD, PLAINTIFF and other  
3 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without  
4 being provided ten (10) minute rest periods as a result of their rigorous work requirements and  
5 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied  
6 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
7 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some  
8 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and  
9 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from  
10 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA  
11 CLASS Members were, from time to time, required to remain on duty and/or on call. Additionally,  
12 PLAINTIFF and CALIFORNIA CLASS Members were required to carry cordless  
13 communication devices in order to receive and respond to work-related communications during  
14 their off-duty rest periods. PLAINTIFF and other CALIFORNIA CLASS Members were also not  
15 provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and  
16 DEFENDANT’s inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members  
17 were from time to time denied their proper rest periods by DEFENDANT and DEFENDANT’s  
18 managers.

19     **C. Wage Statement Violations**

20           18. California Labor Code Section 226 required an employer to furnish its employees  
21 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours  
22 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
23 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
24 name of the employee and only the last four digits of the employee’s social security number or an  
25 employee identification number other than a social security number, (8) the name and address of  
26 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
27 period and the corresponding number of hours worked at each hourly rate by the employee.  
28

1           19. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
2 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for  
3 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also  
4 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and  
5 accurate wage statements which failed to show, among other things, all deductions, the total hours  
6 worked and all applicable hourly rates in effect during the pay period, and the corresponding  
7 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed  
8 meal and rest periods.

9           20. In addition to the foregoing, DEFENDANT, from time to time, failed to provide  
10 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
11 Cal. Lab. Code § 226.

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

16           **D. Unreimbursed Business Expenses**

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

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



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

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

10 24. During the CLASS PERIOD, from time-to-time DEFENDANT failed and  
11 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
12 for all hours worked.

13 25. During the CLASS PERIOD, from time-to-time DEFENDANT required  
14 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
15 work. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to  
16 work while off-the-clock.

17 26. DEFENDANT directed and directly benefited from the undercompensated off-the-  
18 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

19 27. DEFENDANT controlled the work schedules, duties, and protocols, applications,  
20 assignments, and employment conditions of PLAINTIFF and the other members of the  
21 CALIFORNIA CLASS.

22 28. DEFENDANT was able to track the amount of time PLAINTIFF and the other  
23 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to  
24 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
25 wages earned and owed for all the work they performed.

26 29. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-  
27 exempt employees, subject to the requirements of the California Labor Code.  
28

1           30. DEFENDANT’s policies and practices deprived PLAINTIFF and the other  
2 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed  
3 for the off-the-clock work activities. Because PLAINTIFF and the other members of the  
4 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than  
5 eight (8) hours per day, DEFENDANT’s policies and practices also deprived them of overtime  
6 pay.

7           31. DEFENDANT knew or should have known that PLAINTIFF and the other  
8 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

9           32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
10 forfeited wages due to them for all hours worked at DEFENDANT’s direction, control, and  
11 benefit for the time spent working while off-the-clock, including but not limited to, time spent  
12 picking up equipment. DEFENDANT’s uniform policy and practice to not pay PLAINTIFF and  
13 the members of the CALIFORNIA CLASS wages for all hours worked in accordance with  
14 applicable law is evidenced by DEFENDANT’s business records.

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

17           33. From time to time during the CLASS PERIOD, DEFENDANT failed and  
18 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
19 Members for their overtime and double time hours worked, meal and rest period premiums, and  
20 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members  
21 forfeited wages due to them for working overtime without compensation at the correct overtime  
22 and double time rates, meal and rest period premiums, and redeemed sick pay rates.  
23 DEFENDANT’s uniform policy and practice not to pay the CALIFORNIA CLASS Members at  
24 the correct rate for all overtime and double time worked, meal and rest period premiums, and  
25 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT’s business  
26 records.

27           34. State law provides that employees must be paid overtime at one-and-one-half times  
28 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS Members were

1 compensated at an hourly rate plus incentive pay that was tied to specific elements of an  
2 employee's performance.

3 35. The second component of PLAINTIFF's and other CALIFORNIA CLASS  
4 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid  
5 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for  
6 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly  
7 basis with bonus compensation when the employees met the various performance goals set by  
8 DEFENDANTS.

9 36. However, from-time-to-time, when calculating the regular rate of pay, in those pay  
10 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double  
11 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
12 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus  
13 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked  
14 rather than just all non-overtime hours worked. Management and supervisors described the  
15 incentive/bonus program to potential and new employees as part of the compensation package.  
16 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA  
17 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted  
18 in a systematic underpayment of overtime and double time compensation, meal and rest period  
19 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by  
20 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time  
21 for non-employees shall be calculated in the same manner as the regular rate of pay for the  
22 workweek in which the non-exempt employee uses paid sick time, whether or not the employee  
23 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by  
24 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of  
25 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is  
26 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

27 37. In violation of the applicable sections of the California Labor Code and the  
28 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a

1 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
2 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate  
3 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.  
4 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment  
5 of the correct overtime and double time compensation, meal and rest period premiums, and sick  
6 pay as required by California law which allowed DEFENDANT to illegally profit and gain an  
7 unfair advantage over competitors who complied with the law. To the extent equitable tolling  
8 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the  
9 CLASS PERIOD should be adjusted accordingly.

10 **G. Unlawful Rounding Practices**

11 38. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place  
12 an immutable timekeeping system to accurately record and pay PLAINTIFFS and other  
13 CALIFORNIA CLASS Members for the actual time these employees worked each day, including  
14 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and practice  
15 that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being undercompensated for  
16 all of their time worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and  
17 unilaterally round the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and  
18 the members of the CALIFORNIA CLASS in order to avoid paying these employees for all their  
19 time worked, including the applicable overtime compensation for overtime worked. As a result,  
20 PLAINTIFFS and other CALIFORNIA CLASS Members, from time to time, forfeited  
21 compensation for their time worked by working without their time being accurately recorded and  
22 without compensation at the applicable overtime rates.

23 39. Further, the mutability of DEFENDANTS' timekeeping system and unlawful rounding policy and  
24 practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members' time being inaccurately  
25 recorded. As a result, from time to time, DEFENDANTS' unlawful rounding policy and practice  
26 caused PLAINTIFFS and CALIFORNIA CLASS Members to perform work as ordered by  
27 DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal  
28 break.

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1     **H. Timekeeping Manipulation**

2           40.     During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an  
3 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of  
4 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the  
5 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal  
6 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and unilaterally  
7 alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and other  
8 members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours  
9 worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed  
10 rest break.

11           41.     As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from  
12 time-to-time, forfeited time worked by working without their time being accurately recorded and  
13 without compensation at the applicable pay rates.

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

21           43.     As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
22 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit for  
23 the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to  
24 not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in  
25 accordance with applicable law is evidenced by DEFENDANTS' business records.

26     **I. Violations for Untimely Payment of Wages**

27           44.     Pursuant to California Labor Code section 204, PLAINTIFF and the  
28 CALIFORNIA CLASS members were entitled to timely payment of wages during their  
employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not

1 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,  
2 meal period premium wages, and rest period premium wages within permissible time period.

3 **J. Unlawful Deductions**

4 45. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF  
5 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do  
6 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,  
7 DEFENDANTS violated Labor Code § 221.

8 46. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
9 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.  
10 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)  
11 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to  
12 provide PLAINTIFF with a second off-duty meal period each workday in which she was required  
13 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF  
14 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.  
15 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was  
16 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks  
17 without additional compensation and in accordance with DEFENDANT'S strict corporate policy  
18 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to  
19 comply with Cal. Lab. Code § 226. Further, DEFENDANT failed to reimburse PLAINTIFF for  
20 required business expenses related to the use of her personal cell phone in violation of Cal. Lab.  
21 Code § 2802. To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime and  
22 double time compensation still owed to her or any penalty wages owed to her under Cal. Lab.  
23 Code § 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or  
24 value of \$75,000.

25 **CLASS ACTION ALLEGATIONS**

26 47. PLAINTIFF bring this Class Action on behalf of herself, and a California class  
27 defined as all persons who are or previously were employed by DEFENDANT in California and  
28 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period

1 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined  
2 by the Court (the "CLASS PERIOD").

3 48. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been  
4 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
5 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
6 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate  
7 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain  
8 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

9 49. The members of the class are so numerous that joinder of all class members is  
10 impractical.

11 50. Common questions of law and fact regarding DEFENDANT's conduct, including  
12 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately  
13 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the  
14 regular rate of compensation for missed meal and rest period premiums, failing to provide legally  
15 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide  
16 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum  
17 wage and overtime, exist as to all members of the class and predominate over any questions  
18 affecting solely any individual members of the class. Among the questions of law and fact  
19 common to the class are:

- 20 a. Whether DEFENDANT maintained legally compliant meal period policies and  
21 practices;
- 22 b. Whether DEFENDANT maintained legally compliant rest period policies and  
23 practices;
- 24 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS  
25 Members accurate premium payments for missed meal and rest periods;
- 26 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS  
27 Members accurate overtime wages;

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

17 51. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as  
18 a result of DEFENDANT’s conduct and actions alleged herein.

19 52. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and  
20 PLAINTIFF have the same interests as the other members of the class.

21 53. PLAINTIFF will fairly and adequately represent and protect the interests of the  
22 CALIFORNIA CLASS Members.

23 54. PLAINTIFF retained able class counsel with extensive experience in class action  
24 litigation.

25 55. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the  
26 interest of the other CALIFORNIA CLASS Members.

27 56. There is a strong community of interest among PLAINTIFF and the members of  
28 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are



1 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
2 sustained.

3         57. The questions of law and fact common to the CALIFORNIA CLASS Members  
4 predominate over any questions affecting only individual members, including legal and factual  
5 issues relating to liability and damages.

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

- 14             a. Inconsistent or varying adjudications with respect to individual members of the  
15                 CALIFORNIA CLASS which would establish incompatible standards of conduct  
16                 for the parties opposing the CALIFORNIA CLASS; and/or,
- 17             b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
18                 which would as a practical matter be dispositive of the interests of the other  
19                 members not party to the adjudication or substantially impair or impeded their  
20                 ability to protect their interests.

21         59. Class treatment provides manageable judicial treatment calculated to bring an  
22 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of  
23 the conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

8 61. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.  
9 Code § 17021.

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

14 Any person who engages, has engaged, or proposes to engage in unfair competition may  
15 be enjoined in any court of competent jurisdiction. The court may make such orders or  
16 judgments, including the appointment of a receiver, as may be necessary to prevent the  
17 use or employment by any person of any practice which constitutes unfair competition, as  
18 defined in this chapter, or as may be necessary to restore to any person in interest any  
19 money or property, real or personal, which may have been acquired by means of such  
20 unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 63. By the conduct alleged herein, DEFENDANT has engaged and continues to  
22 engage in a business practice which violates California law, including but not limited to, the  
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and  
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 64. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair  
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous  
or substantially injurious to employees, and were without valid justification or utility for which

1 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
2 Business & Professions Code, including restitution of wages wrongfully withheld.

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

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

16 67. By the conduct alleged herein, DEFENDANT's practices were also unfair and  
17 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide  
18 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
19 required by Cal. Lab. Code §§ 226.7 and 512.

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

25 69. PLAINTIFF further demands on behalf of herself and on behalf of each  
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
27 not timely provided as required by law.  
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1           70. By and through the unlawful and unfair business practices described herein,  
2 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the  
3 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and  
4 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
5 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT  
6 to unfairly compete against competitors who comply with the law.

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

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

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

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

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**SECOND CAUSE OF ACTION**

**Failure To Pay Minimum Wages**

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

**Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

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

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

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

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

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

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

81. DEFENDANT’s uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

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

7           83. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
9 minimum wage compensation for their time worked for DEFENDANT.

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

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

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

25           87. In performing the acts and practices herein alleged in violation of California labor  
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act  
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the  
2 consequences to them, and with the despicable intent of depriving them of their property and legal  
3 rights, and otherwise causing them injury in order to increase company profits at the expense of  
4 these employees.

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

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

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

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

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

23 90. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
24 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial  
25 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all  
26 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or  
27 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.  
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1           91. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public  
2 policy, an employer must timely pay its employees for all hours worked.

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

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

10          94. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members  
11 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time  
12 they worked, including overtime work.

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

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

26          97. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
27 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
28 overtime compensation for their time worked for DEFENDANT.



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

9           99. During the CLASS PERIOD, PLAINTIFF and the other members of the  
10 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting  
11 a failure to pay all earned wages.

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

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

24           102. DEFENDANT knew or should have known that PLAINTIFF and the other  
25 members of the CALIFORNIA CLASS were undercompensated for their time worked.  
26 DEFENDANT systematically elected, either through intentional malfeasance or gross  
27 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and  
28 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF

1 and the other members of the CALIFORNIA CLASS the correct overtime wages for their  
2 overtime worked.

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

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

21 **FOURTH CAUSE OF ACTION**

22 **Failure To Provide Required Meal Periods**

23 **(Cal. Lab. Code §§ 226.7 & 512)**

24 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

25 105. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and  
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
27 Complaint.  
28

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

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

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

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1 **FIFTH CAUSE OF ACTION**

2 **Failure To Provide Required Rest Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

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

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

1 112. 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 **SIXTH CAUSE OF ACTION**

5 **Failure To Provide Accurate Itemized Statements**

6 **(Cal. Lab. Code § 226)**

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

8 113. 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.

11 114. Cal. Labor Code § 226 provides that an employer must furnish employees with an  
12 “accurate itemized” statement in writing showing:

- 13 a. Gross wages earned,
- 14 b. (2) total hours worked by the employee, except for any employee whose  
15 compensation is solely based on a salary and who is exempt from payment of  
16 overtime under subdivision (a) of Section 515 or any applicable order of the  
17 Industrial Welfare Commission,
- 18 c. the number of piece-rate units earned and any applicable piece rate if the employee  
19 is paid on a piece-rate basis,
- 20 d. all deductions, provided that all deductions made on written orders of the employee  
21 may be aggregated and shown as one item,
- 22 e. net wages earned,
- 23 f. the inclusive dates of the period for which the employee is paid,
- 24 g. the name of the employee and his or her social security number, except that by  
25 January 1, 2008, only the last four digits of his or her social security number of an  
26 employee identification number other than social security number may be shown  
27 on the itemized statement,
- 28 h. the name and address of the legal entity that is the employer, and

1           i. all applicable hourly rates in effect during the pay period and the corresponding  
2           number of hours worked at each hourly rate by the employee.

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

12           116. In addition to the foregoing, DEFENDANT failed to provide itemized wage  
13 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the  
14 requirements of California Labor Code Section 226.

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

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

8 119. Cal. Lab. Code § 200 provides that:

9 As used in this article:

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

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

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

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

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

31 123. Cal. Lab. Code § 203 provides:

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





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

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

14 **PRAYER FOR RELIEF**

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

17 1. On behalf of the CALIFORNIA CLASS:

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

28 2. On behalf of the CALIFORNIA CLASS:

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

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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: February 16, 2023

**JCL LAW FIRM, APC**

By: \_\_\_\_\_

  
Jean-Claude Lapuyade  
Attorney for PLAINTIFF


**DEMAND FOR A JURY TRIAL**

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

DATED: February 16, 2023

**JCL LAW FIRM, APC**

By: \_\_\_\_\_

  
Jean-Claude Lapuyade  
Attorney for PLAINTIFF