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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Carolina Miranda, Deputy Clerk

5 Attorneys for Plaintiff Ines Abid

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10
11 INES ABID, as an individual and on behalf of
12 all others similarly situated,

13 Plaintiff,

14 vs.

15 TEEMA INC., a Delaware corporation; and
16 DOES 1 through 50, inclusive,

17 Defendants.

Case No. 37-2021-00039986-CU-OE-CTL

Assigned to the Hon. Carolyn Caietti, Dept. C-70

**First Amended Class and Representative
Action Complaint**

1. Failure to Pay All Regular and Minimum Wages
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Untimely Payment of Wages
6. Wage Statement Violations
7. Waiting Time Penalties
8. Failure to Reimburse Business Expenses
9. Paid Sick Leave Violations (PAGA)
10. Supplemental Sick Leave Violations (PAGA)
11. Violations of the Unfair Competition Law
- 12-21. PAGA Causes of Action for Civil Penalties

Action Filed: Sept. 20, 2021

1 Plaintiff INES ABID (“Plaintiff”), on behalf of a class of all other similarly situated current
2 and former California employees, and as the State of California’s designated proxy under the
3 Private Attorneys General Act (“PAGA”), brings this action against Defendants TEEMA INC.; and
4 DOES 1 through 50 (collectively, “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. Plaintiff worked as a Licensed Vocational Nurse for Defendants. Defendants
7 required Plaintiff and other employees to complete training modules and other work off-the-clock,
8 from home without compensation and without reimbursement for their use of personal devices
9 necessary to complete those trainings. Each pay period, Defendants paid Plaintiff and other
10 employees non-discretionary remuneration that was directly tied to the total number of hours
11 worked in the pay period, but failed to include the additional compensation in the regular rate of
12 pay for the purpose of paying overtime. Defendants also failed to provide any physical or
13 electronic wage statements to Plaintiff and other employees as required each payday. Plaintiff only
14 received her wage statements when her lawyer issued an employee personnel file request under the
15 Labor Code after her employment terminated. For the wage statements ultimately provided, they
16 inaccurately state wages, hours, and rates of pay. Defendants also failed to provide compliant meal
17 and rest periods (or premiums in lieu thereof), paid sick leave, and supplemental paid sick leave.

18 2. Plaintiff amends the original complaint to state claims under PAGA.

19 **JURISDICTION & VENUE**

20 3. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
21 California Constitution.

22 4. Venue as to each defendant is proper in this judicial district under Code of Civil
23 Procedure sections 395 and 395.5 because Defendants conduct business in this county, employed
24 Plaintiff in this county, and committed some of the alleged violations in this county.

25 5. Plaintiff is informed, believes, and alleges that more than two-thirds of the Class
26 Members in this action are citizens of the State of California, which is where the principal injuries
27 of Defendants’ alleged conduct occurred.

PARTIES

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2 6. Plaintiff INES ABID is a citizen of California over 18 years of age who worked for
3 Defendants in San Diego County as an hourly, non-exempt employee of Defendants. She worked
4 for Defendants as a Licensed Vocational Nurse (LVN).

5 7. Plaintiff is informed, believes, and alleges that Defendant TEEMA INC. is a
6 corporation incorporated in the State of Delaware, doing business and employing labor throughout
7 California, including San Diego, California.

8 8. Plaintiff is informed, believes, and alleges that, according to Secretary of State
9 filings, Defendant TEEMA INC. maintained during the Class Period a Principal Executive Office in
10 San Marcos, California.

11 9. Plaintiff is informed, believes, and alleges that no class action asserting similar
12 factual allegations has been filed against any of the named defendants within the preceding three
13 years.

14 10. The true names and capacities, whether individual, corporate, or otherwise, of the
15 parties sued as DOES 1 through 50, are presently unknown to Plaintiff, who sues them by such
16 fictitious names under Code of Civil Procedure section 474. Plaintiff is informed, believes and
17 alleges that each of the fictitious defendants is responsible in some manner for the acts and omissions
18 alleged herein. Plaintiff will seek leave to amend this Complaint to reflect their true names and
19 capacities when they become known.

20 11. The true names and capacities, whether individual, corporate, or otherwise, of the
21 parties sued as DOES 1 through 50, are presently unknown or uncertain to Plaintiff, who sues them
22 by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed, believes,
23 and alleges that each of the factiously named defendants is responsible in some manner for the acts
24 and omissions alleged herein. Plaintiff will seek leave to amend this Complaint to reflect their true
25 names and capacities when they become known.

26 12. Plaintiff is informed, believes, and alleges that all defendants in this action are
27 employers and/or joint employers and part of an integrated employer enterprise, as each defendant
28 exercises control over the wages, hours, and working conditions of Plaintiff and the aggrieved

1 employees, suffers and permits them to work, and engages the workforce creating a common law
2 employment relationship. Additionally, all defendants have common ownership, common
3 management, interrelationship of operations, and centralized control over labor relations and are
4 therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and
5 omissions alleged herein.

6 13. Plaintiff is informed, believes, and alleges that each defendant acted in all respects
7 pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator,
8 partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants,
9 such that the acts and omissions of each defendant are legally attributable to all others.

10 14. Plaintiff is informed, believes and alleges that the above-mentioned defendants
11 violated and/or caused to be violated Labor Code and IWC Wage Order provisions and/or
12 regulating minimum wages and days of work and other provisions of the Labor Code with respect
13 to the Class of aggrieved employees. As a result, they may be held personally liable under Labor
14 Code sections 558, 558.1, and 1197.1. (See, e.g., *Atempa v. Pedrazzani* (2018) 27 Cal. App. 5th
15 809.)

16 **PAGA ALLEGATIONS**

17 15. Plaintiff seeks to recover civil penalties as an individual aggrieved employee and on
18 behalf of the State of California and all other current and former non-exempt employees of
19 Defendants who work or worked within the State of California within the one-year period prior to
20 the date on which Plaintiff first provided written notice to the LWDA and Defendants in this action
21 and continuing through the present (the “aggrieved employees” and the “PAGA Period”).

22 16. The State of California, via the Labor and Workforce Development Agency
23 (“LWDA”), is the real party in interest in this action with respect to the PAGA claims. (*Kim v.*
24 *Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the
25 plaintiff files suit is always the real party in interest.”])

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1 17. Plaintiff is an “aggrieved employee” because Plaintiff was employed by Defendants
2 and personally experienced one or more of the alleged violations. Therefore, Plaintiff is properly
3 suited to act on behalf of the State of California and collect civil penalties for all violations
4 committed against all other current and former aggrieved employees of Defendants. (*See, e.g., Huff*
5 *v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows an
6 “aggrieved employee”—a person affected by one Labor Code violation committed by an
7 employer—to pursue penalties for all the Labor Code violations committed by that employer.”])

8 18. “Notwithstanding any other provision of law, any provision of this code that
9 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
10 Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a
11 violation of this code, may, as an alternative, be recovered through a civil action brought by an
12 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
13 to the procedures specified in Section 2699.3.” (Labor Code § 2699(a)).

14 19. Now that at least 65 days have passed from Plaintiff first notifying Defendants and
15 the LWDA on August 30, 2021 of the specific provisions of the Labor Code alleged to have been
16 violated (including the supporting facts and theories) without LWDA intervention—and without
17 Defendants giving written notice by certified mail to Plaintiff providing a description of any actions
18 taken to cure the alleged violations within 33 days—Plaintiff exhausted all prerequisites and
19 commences this civil action under Labor Code § 2699 with respect to the PAGA notice and any
20 amendments or supplements thereto.

21 20. All allegations regarding violations of the IWC Wage Orders are enforceable as
22 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
23 hours than those fixed by the order or under conditions of labor prohibited by the order is
24 unlawful.”

25 **GENERAL ALLEGATIONS**

26 21. Defendants required Plaintiff and other Class Members to complete online training
27 off-the-clock without compensation using their personal devices. Defendants provided online
28 training modules electronically to Plaintiff and other Class Members after being hired, yet required

1 that they complete the trainings away from the jobsite without compensation. Class Members were
2 required to complete this training before working a paid shift. The training included modules and
3 programs regarding HIPPA compliance, sexual harassment training, CPR training, and other
4 training programs specific to clients to which employees were assigned. Plaintiff completed the
5 trainings in June, yet her first day of paid work is reflected on paystubs and time records in July.
6 Additionally, Class Members like Plaintiff were required to complete all onboarding tasks and
7 paperwork for Defendants off-the-clock, without compensation. On those days, Plaintiff is
8 informed, believes, and alleges that Defendants failed to pay all required regular, minimum and
9 overtime wages (to the extent hours worked exceeded 40 in a workweek, 8 in a workday for
10 overtime) to Plaintiff and Class Members.

11 22. When Defendants paid overtime to employees, they failed to pay the overtime at the
12 regular rate of pay. Defendants paid Plaintiff and other Class Members at their straight time hourly
13 rate, plus additional compensation that increased with each hour worked by Plaintiff and other
14 Class Members. These payments functioned as compensation for work and should have been
15 included in the regular rate of pay. (*See Clarke v. AMN Services, LLC* (9th Cir. 2021) 984 F. 3d
16 848.) During her employment, Plaintiff received \$11.00 per each hour worked in addition to pay at
17 her straight time hourly rate of \$25.00 for every hour worked. For example, for the pay period of
18 7/18/2021 to 7/24/2021 (8/6/2021 pay date), Plaintiff worked a total of 40 regular hours and .5 hour
19 of overtime. She also received a separate payment of \$445.50 (40.5 hours x \$11.00). Defendants
20 failed to include the payment of \$445.50 in Plaintiff's regular rate of pay and paid Plaintiff's
21 overtime at the rate of \$37.50 (\$25.00 x 1.5).

22 23. Because Defendants required Plaintiff and other Class Members to complete online
23 training modules away from work, without providing the option to complete training using
24 computers with Internet access provided by Defendants at the worksite, Plaintiff and other members
25 of the Class were required to use their personal devices and data (*i.e.*, computer, cell phone,
26 Internet) to complete mandatory employer trainings. They were not reimbursed for these
27 employment-related business expenses relating to their use of personal devices and data to complete
28 required trainings. Defendants did not provide a reasonable stipend. (*See, e.g., Cochran v. Schwan*

1 *Home Service* (2014) 228 Cal. App. 4th 1137.) Additionally, Plaintiff and other Class Members
2 were required to purchase their own masks for Covid-prevention, which were not provided by
3 Defendants. Lastly, Claimant and other aggrieved employees were required to pay for the cost of
4 mandatory CPR training through a CPR provider required by Defendants, along with other post-hire
5 prerequisites such as health physical exams. All above-mentioned costs imposed on Plaintiff and
6 Class Members were incurred in connection with their respective work performance and mandates
7 imposed by Defendants and were not reimbursed.

8 24. Furthermore, Defendants failed to consistently provide timely, off-duty 30-minute
9 meal periods to Class Members within the first five hours of work, and timely second off-duty 30-
10 minute meal periods to the extent they worked shifts of 10 hours or more, in violation of Labor
11 Code sections 226.7, 512 and section 11 of the applicable IWC Wage Orders. (*See, e.g., Ferra v.*
12 *Loews Hollywood Hotel, LLC* () 11 Cal. 5th 858, 863 [“We hold that the terms are synonymous:
13 “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section
14 510(a), encompasses all nondiscretionary payments, not just hourly wages.”]) When Defendants
15 did not provide fully compliant meal periods, Defendants failed to pay Class Members a meal
16 period premium at the regular rate of pay in violation of Labor Code section 226.7. “[T]ime
17 records showing noncompliant meal periods raise a rebuttable presumption of meal period
18 violations, including at the summary judgment stage.” (*Donohue v. AMN Servs., LLC* (2021) 11
19 Cal. 5th 58, 61.) Defendants’ policy and practice of not paying all meal period premiums at the
20 lawful rate is a matter of common corporate policy and payroll administration such that it applies
21 and affected all other Class Members.

22 25. Moreover, Defendants failed to authorize or *permit* ten-minute rest periods for every
23 four hours of work or major fraction thereof as required by Labor Code section 226.7 and 516 and
24 section 12 of the applicable IWC Wage Order. When Defendants did not provide a fully compliant
25 rest period to Plaintiff or other Class Members, Defendants failed to pay Claimant and other Class
26 Members a rest period premium at the lawful “regular rate of compensation” in violation of Labor
27 Code section 226.7.

1 26. Plaintiff is informed, believes, and alleges that Defendants failed to maintain lawful
2 meal and rest period policies in an employee handbook or other governing document that apprised
3 Plaintiff and other Class Members of their respective rights under California law.

4 27. Defendants failed to provide employees with paid sick leave as required by
5 California law. To the extent Defendants provided some employees with paid sick leave, they
6 failed to pay the sick leave at the appropriate rate (*i.e.*, for the reasons above regarding Defendants'
7 failure to pay overtime at the regular rate of pay).

8 28. Furthermore, Defendants failed to provide Plaintiff and Class Members with up to
9 80 hours of supplemental paid sick leave required by Labor Code section 248.1 for the period of
10 April 16, 2020 through Dec. 31, 2021, even though they were required by law to do so under Labor
11 Code section 248.2. Defendants have also failed to provide Plaintiff and Class Members with
12 notice of the supplemental paid sick leave as required by Labor Code section 246, or payment of
13 paid sick leave (supplemental) at the rates required by Labor Code sections 248.1 and 248.2.
14 Accordingly, Defendants have further failed to maintain paid sick leave records required by Labor
15 Code section 247.1.

16 29. With respect to the unpaid wages and premiums owed to Plaintiff and Class
17 Members, Defendants failed to pay those wages on time each pay period or upon separation of
18 employment. Because Defendants did not pay Plaintiff and the Class for all wages/premiums owed
19 each pay period their employment, Defendants failed to timely pay all wages owed each pay day or
20 upon separation of employment (or within 72 hours thereof), in violation of Labor Code sections
21 201 through 203 (waiting time) and 204 and 204b (paydays).

22 30. Defendants also imposed multiple unlawful rules in written employment policies,
23 such as “a 2-hour penalty, withheld from the next paycheck, for any cancellation after 2 hours prior
24 to start time, and for any no call no show” and “[y]ou must give 2 weeks’ notice if you choose to
25 end an assignment. Failure to do so will result in fees being withheld from the final check to cover
26 the costs TEEMA is charged for breach of contract.” These policies and practice violated Labor
27 Code § 221, which states “[i]t shall be unlawful for any employer to collect or receive from an
28 employee any part of wages theretofore paid by said employer to said employee.”

1 31. Defendants equally failed in their affirmative obligation to provide accurate itemized
2 wage statements each pay period to Plaintiff and Class Members. Plaintiff only received her
3 paystubs in response to her lawyers' statutory records request upon separation of her employment.
4 On information and belief, Plaintiff alleges that Defendants failed to provide wage statements to
5 their workforce each pay period. With respect to the wage statements that Defendants provided to
6 Plaintiff after her separation of employment, the wage statements of Plaintiff and, on information
7 and belief, Class Members, fail to accurately state gross wages earned, net wages earned, inclusive
8 dates of the pay period, total hours worked, and all applicable hourly rates in effect each pay period
9 (and the corresponding rate) because Defendants failed to pay Plaintiff all wages earned for all
10 hours worked during her employment. Additionally, Defendants list the incorrect overtime wage
11 rate due to the regular rate of pay violations associated with the \$11 additional per hour pay. For
12 the \$11 per hour additional earning, Defendants did not list the hours worked or the corresponding
13 rate of pay, but instead included the gross earning for this pay category.

14 32. Furthermore, the inclusive dates of the pay period are also incorrect as Defendants
15 issued wage statements for duplicative pay period dates (with different hours worked) such that it is
16 impossible for Plaintiff to determine which days she was paid for. As a result, Defendants' wage
17 statements issued to Class Members do not accurately list the wages, hours, or pay rates each pay
18 period as required. Further, Defendants failed to provide a final wage statement to Plaintiff and
19 other Class Members who separated from employment during the relevant statutory period.
20 Ultimately, Defendants' practice of not providing wage statements is a statutory violation causing
21 harm to Plaintiff and the Class.

22 33. Because of the violations set forth in this Complaint, including Defendants' failure
23 to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay
24 (i.e., unrecorded off-the-clock hours), Defendants violated Labor Code section 1174 and the IWC
25 Wage Orders by failing to maintain records showing accurate daily hours worked at the
26 corresponding wage rate, and the wages paid to each employee.

27 34. Plaintiff is informed, believes, and alleges that Defendants' acts and omissions have
28 knowingly and intentionally caused harm to Plaintiff and the Class. Plaintiff is informed, believes,

1 and alleges that Defendants have engaged in systemic violations of the Labor Code and IWC Wage
2 Orders by maintaining practices, policies, and customs that are inconsistent with their obligations
3 under California law.

4 CLASS ACTION ALLEGATIONS

5 35. ***Class Definition.*** The named individual Plaintiff seeks class certification under
6 California Code of Civil Procedure section 382. Plaintiff proposes the following class:

7 a. All California citizens who worked for Defendants as a non-exempt employee in
8 California at any time during the four-year period preceding the filing of this
9 Complaint and continuing through the present (the “Class” or “Class Members” and
10 the “Class Period”).

11 36. Further, Plaintiff proposes the following subclasses:

12 a. All Class Members who separated from employment with Defendants at any time
13 during the three-year period preceding the filing of this Complaint and continuing
14 through the present (the “Waiting Time Subclass”).

15 b. All Class Members who received a wage statement from Defendants at any time
16 during the one-year period preceding the filing of this Complaint and continuing
17 through the present (“Non-Compliant Wage Statement Subclass”).

18 c. All Class Members who did not physically or electronically receive a wage
19 statement from Defendants on a required payday in any pay period during the one-
20 year period preceding the filing of this Complaint and continuing through the present
21 (“No Wage Statement Subclass”).

22 d. All Class Members who received stipends, incentives, additional compensation tied
23 to hours worked, or other forms of remuneration each pay period in which they also
24 worked overtime or double-time hours (the “Regular Rate of Pay Subclass”).

25 e. All Class Members who used a personal cell phone, internet connection, computer,
26 or other personal device to complete training and other online programs, but who did
27 not receive a reimbursement from Defendants (“Reimbursement Subclass”).
28

1 f. All Class Members who worked shifts of five hours or more without a duty-free
2 meal period of at least 30 minutes, who were not paid one hour at the regular rate of
3 compensation for each of those days (“Meal Period Subclass”).

4 g. All Class Members who worked shifts of four hours or major fraction thereof without
5 being authorized or permitted an uninterrupted rest period of at least 10 minutes,
6 who were not paid one hour at the regular rate of compensation for each of those
7 days (“Rest Period Subclass”).

8 h. All Class Members who were not paid all regular, overtime, or minimum wages for
9 all hours worked (“Unpaid Wage Subclass”).

10 37. Plaintiff reserves the right to move the Court to amend or modify the class
11 definitions and to establish additional classes and subclasses as appropriate.

12 38. **Numerosity.** The members of the Class are so numerous that joinder of all
13 individuals is impracticable. The identity of the Class Members is readily ascertainable by review
14 of Defendants’ employment and payroll records. Plaintiff is informed, believes and alleges there
15 are more than 100 Class Members.

16 39. **Adequacy of Representation.** Plaintiff is an adequate class representative. Plaintiff
17 will take all necessary steps to adequately and fairly represent and protect the interest of the Class.
18 Plaintiff is represented by attorneys who have substantial experience prosecuting and resolving
19 wage-and-hour class actions in the past and currently have numerous wage-and-hour class actions
20 pending in California state and federal courts.

21 40. **Manageability.** This class action is manageable because the liability and damages to
22 Class Members can be ascertained by forensic review of corporate and employer timekeeping and
23 payroll records along with other evidence that Defendants maintained and is required by law to
24 maintain. This class action is manageable because the contact information and identify of
25 percipient witnesses—namely, Defendants employees (the putative class members)—is readily
26 maintained by Defendants.

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1 41. ***Superiority.*** A class action is superior to other means for adjudication of the claims
2 of the Class and is beneficial and efficient for the parties and the Court. Class treatment will allow
3 for the common issues to be resolved in a single forum, simultaneously and without duplication of
4 effort and expense.

5 42. ***Commonality.*** Common questions of law and fact and a community of interest
6 exists amongst Plaintiff and the Class. These common issues arise from the employment
7 relationship with Defendants and predominate over any individual issues.

8 43. ***Typicality.*** Plaintiff’s claims are typical of the claims of the other Class Members.
9 Plaintiff and Class Members were subject to the same policies and practices of Defendants, which
10 resulted in losses to Plaintiff and Class Members.

11 44. Proof of common unlawful business practices, which Plaintiff experienced and is
12 representative of, will establish the right of the Class to recover on the causes of action alleged
13 herein.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY ALL REGULAR AND MINIMUM WAGES**

16 **Labor Code §§ 1194 and 1194.2**

17 **(ALL CLAIMS ALLEGED AGAINST ALL DEFENDANTS)**

18 45. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

19 46. Defendants willfully failed in their affirmative obligation to pay Plaintiff and Class
20 Members at least the lawful minimum wage for all hours worked in violation of Labor Code
21 sections 1182.12, 1194, 1197 and 1198 and the IWC Wage Orders (the “Hours and Days of Work”
22 and “Minimum Wages” sections of the applicable orders).

23 47. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of
24 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and the Class
25 are entitled to recover to the full amount of the unpaid wages, plus liquidated damages in an amount
26 equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys’ fees,
27 and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **Labor Code §§ 510 and 1194**

4 48. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

5 49. Defendants failed in their affirmative obligation to pay Plaintiff and Class Members
6 no less than one and one-half times their respective “regular rate of pay” for all hours worked in
7 excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the
8 seventh day of work in any one workweek, and no less than twice their respective “regular rate of
9 pay” for all hours over 12 hours in one day and any work in excess of eight hours on any seventh
10 day of a workweek in violation of Labor Code sections 510, 1194, and 1198 and the IWC Wage
11 Orders (the “Hours and Days of Work” sections of the applicable orders).

12 50. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of
13 overtime wages in amounts to be determined at trial. Plaintiff and the Class are entitled to recover
14 to the full amount of the unpaid overtime wages, in addition to interest, attorneys’ fees, and costs to
15 the extent permitted by law, including under Labor Code section 1194.

16 **THIRD CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **Labor Code §§ 226.7 and 512**

19 51. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

20 52. Defendants willfully failed in their affirmative obligation to consistently provide
21 Plaintiff and Class Members compliant, duty-free meal periods of not less than 30 minutes
22 beginning before the fifth hour of hour for each work period of more than five hours per day and a
23 second on-duty meal period of not less than 30 minutes beginning before the tenth hour of hour of
24 work in violation of Labor Code sections 226.7 and 512 and the IWC Wage Orders (the “Meal
25 Periods” sections of the applicable orders).

26 53. Further, Defendants willfully failed in their affirmative obligation to consistently pay
27 Plaintiff and Class Members one additional hour of pay at the respective regular rate of
28 compensation for each workday that a fully compliant meal period was not provided, in violation of

1 Labor Code sections 226.7, 512, and 1198 and the IWC Wage Orders (the “Meal Periods” sections
2 of the applicable orders).

3 54. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of meal
4 periods and meal period premiums in amounts to be determined at trial. Plaintiff and the Class are
5 entitled to recover to the full amount of the unpaid premiums, in addition to interest, attorneys’ fees,
6 and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

7 **FOURTH CAUSE OF ACTION**

8 **REST PERIOD VIOLATIONS**

9 **Labor Code §§ 226.7 and 516**

10 55. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

11 56. Defendants willfully failed in their affirmative obligation to consistently authorize
12 and permit Plaintiff and Class Members to receive compliant, duty-free rest periods of not less than
13 ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code
14 sections 226.7, 516, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the
15 applicable orders).

16 57. Further, Defendants willfully failed in their affirmative obligation to consistently pay
17 Plaintiff and Class Members one additional hour of pay at the respective regular rate of
18 compensation for each workday that a fully compliant rest period was not provided, in violation of
19 Labor Code sections 226.7 and 1198 and the IWC Wage Orders.

20 58. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of rest
21 periods and rest period premiums in amounts to be determined at trial. Plaintiff and the Class are
22 entitled to recover to the full amount of the unpaid premiums, in addition to interest, attorneys’ fees,
23 and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

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1 **FIFTH CAUSE OF ACTION**

2 **UNTIMELY PAYMENT OF WAGES**

3 **Labor Code §§ 204, 204b and 210**

4 59. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

5 60. Defendants willfully failed in their affirmative obligation to timely pay all wages and
6 premiums earned by Plaintiff and Class Members twice during each calendar month on days
7 designated in advance by the employer as regular paydays (for employees paid on a non-weekly
8 basis) and on the regularly-scheduled weekly payday weekly employees, if any, in violation of
9 Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages” sections of
10 the applicable orders).

11 61. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of timely
12 wages in amounts to be determined at trial. Plaintiff and the Class are entitled to recover to the full
13 amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial
14 violation for each failure to pay each employee and \$200 for all subsequent violations and for all
15 willful or intentional violations for each failure to pay each employee, plus 25 percent of the
16 amount unlawfully withheld under provided in Labor Code section 210, in addition to interest,
17 attorneys’ fees, and costs to the extent permitted by law.

18 **SIXTH CAUSE OF ACTION**

19 **WAGE STATEMENT VIOLATIONS**

20 **Labor Code § 226**

21 62. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

22 63. Defendants knowingly and intentionally failed in their affirmative obligation provide
23 accurate itemized wage statements to Plaintiff and Class Members in violation of Labor Code
24 section 226(a).

25 64. As an initial matter, on information and belief, Plaintiff alleges that Defendants
26 maintained a policy and practice of non-compliance with Labor Code section 226(a)’s statutory
27 mandate by failing to issue or make available wage statements to Class Members each pay period
28 that list any of the information required by Labor Code section 226.

1 65. Moreover, based on the wage statements that Plaintiff alleges Defendant only
2 produced in response to her personnel file request, Plaintiff alleges that these wage statements fail
3 to correctly list (1) gross wages earned *each pay period*, (2) total hours actually worked *each pay*
4 *period*, (5) net wages earned, (6) inclusive dates of the pay period, (7) an employee ID number or
5 the last four digits of the employee’s SSN, (9) all hourly rates in effect and the total number of
6 hours worked each pay period.

7 66. Defendants had wage statements with overlapping pay period dates, such that there
8 would be two wage statements issued for overlapping periods of time. Defendants did not
9 accurately state the hourly rates in effect or the corresponding number of hours worked for the form
10 of pay stated as “E2.” Defendants did not accurately state the regular rate of pay for purposes of
11 overtime or paid sick leave hours. Defendants inaccurately stated gross and net wages earned or
12 total hours based on the wage underpayments and the off-the-clock practices.

13 67. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of accurate
14 itemized wage statements, causing confusion and concealing wage and premium underpayments.
15 As a result, Plaintiff and the Class are entitled to recover the statutory penalty of \$50 per employee
16 for the initial pay period in which a violation occurred and \$100 per employee for each violation in
17 a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest,
18 attorneys’ fees, and costs to the extent permitted by law, including under Labor Code section
19 226(e).

20 **SEVENTH CAUSE OF ACTION**

21 **WAITING TIME PENALTIES**

22 **Violation of Labor Code §§ 201 through 203**

23 68. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

24 69. Defendants willfully failed in their affirmative obligation to pay all wages earned
25 and unpaid to Plaintiff and members of the Waiting Time Subclass immediately upon termination
26 of employment or within 72 hours thereafter for employees who did not provide at least 72 hours
27 prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter
28 in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

1 70. Defendants' unlawful acts and omissions deprived Plaintiff and the Class of timely
2 wages upon separation of employment in amounts to be determined at trial. Plaintiff and the Class
3 are entitled to recover to the wages of Plaintiff and members of the Waiting Time Subclass as a
4 waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs
5 to the extent permitted by law.

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

8 **Violation of Labor Code § 2802**

9 71. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

10 72. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and
11 Class Members for all necessary expenditures, losses, expenses, and costs incurred by them in
12 direct discharge of the duties of their employment, in violation of Labor Code section 2802.

13 73. Defendants' unlawful acts and omissions deprived Plaintiff and Class Members of
14 lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and the
15 Class are entitled to recover to amount of the unreimbursed expenses of Plaintiff and Class
16 Members in addition to interest, attorneys' fees, and costs to the extent permitted by law, including
17 under Labor Code section 2802.

18 **NINTH CAUSE OF ACTION**

19 **PAID SICK LEAVE VIOLATIONS (PAGA)**

20 **Labor Code §§ 246 *et seq.***

21 74. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

22 75. Defendants knowingly and intentionally failed in their affirmative obligation provide
23 and pay paid sick leave to Plaintiff and the aggrieved employees in violation of Labor Code section
24 246.

25 76. Labor Code section 246(b)(1) requires that employees accrue sick leave at the
26 commencement of employment at a rate of 1 hour for every thirty hours worked. Section 246(c)
27 entitles employees to use any accrued sick leave beginning on their 90th day of employment.
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1 77. Labor Code section 246(l) governs how Defendants were required to calculate paid
2 sick leave:

3 [A]n employer shall calculate paid sick leave using any of the following calculations:

4 (1) Paid sick time for nonexempt employees shall be calculated in the same manner
5 as the regular rate of pay for the workweek in which the employee uses paid sick
6 time, whether or not the employee actually works overtime in that workweek.

7 (2) Paid sick time for nonexempt employees shall be calculated by dividing the
8 employee's total wages, not including overtime premium pay, by the employee's
9 total hours worked in the full pay periods of the prior 90 days of employment.

10 (3) Paid sick time for exempt employees shall be calculated in the same manner as
11 the employer calculates wages for other forms of paid leave time.

12 78. Labor Code section 246(i) requires employers to provide employees with written
13 notice every pay period "that sets forth the amount of paid sick leave available, or paid time off in
14 lieu of sick leave." The notice can either be on the employees' wage statements or a separate
15 written notice.

16 79. As a result, Defendants violated the Labor Code and are liable to Plaintiff, the
17 aggrieved employees and the State of California for civil penalties as required by Labor Code
18 section 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted
19 by law, including under Labor Code section 2699(g). Plaintiff is also entitled to penalties under
20 Labor Code section 248.5. Plaintiff and the aggrieved employees are entitled to recover to these
21 amounts in addition to interest, attorneys' fees, and costs to the extent permitted by law.

22 **TENTH CAUSE OF ACTION**

23 **SUPPLEMENTAL PAID SICK LEAVE VIOLATIONS (PAGA)**

24 **Labor Code §§ 246 *et seq.***

25 80. Defendants knowingly and intentionally failed in their affirmative obligation to
26 provide and pay Covid-19 Supplemental Sick Leave to Plaintiff and the aggrieved employees in
27 violation of Labor Code sections 246, 247.5, 248.1, and 248.2.

1 81. As described herein, Defendants were required to provide up to 80 hours of Covid-
2 19 Supplemental Paid Sick Leave to employees for the period of April 16, 2020 to December 31,
3 2021, but failed to do so. Pursuant to Labor Code § 248.2, Defendants were required to provide up
4 to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through
5 September 30, 2021, but has failed to do so.

6 82. Labor Code section 248.1 and 248.2 incorporate the notice and record keeping
7 provisions of sections 246(i) and 247.5. Labor Code section 246(i) requires employers to provide
8 employees with written notice every pay period “that sets forth the amount of paid sick leave
9 available, or paid time off in lieu of sick leave.” The notice can be either on the employees’ wage
10 statements or a separate written notice. Labor Code section 247.5 also requires Defendants to keep
11 records of such leave or else there is a presumption that employees are “entitled to the maximum
12 hours accruable...unless [Defendants] can show otherwise by clear and convincing evidence.”

13 83. Defendants have also failed to provide notice of this the Supplemental Sick Leave as
14 required by section 246.5. on information and belief are alleged to have failed to maintain paid sick
15 leave records as required by Labor Code section 247.5.

16 84. Labor Code section 248.1 requires Covid-19 Supplemental Paid Sick Leave to be
17 paid at the *highest of* the following methods:

- 18 (1) the regular rate of pay for the workweek in which leave is taken
19 (2) state minimum wage; or
20 (3) local ordinance minimum wage

21 85. Labor Code section 248.2 requires Covid-19 Supplemental Paid Sick Leave to be
22 paid at the *highest of* the following methods:

- 23 (1) the regular rate of pay for the workweek in which leave is taken
24 (2) state minimum wage
25 (3) local ordinance minimum wage; or
26 (4) average hourly pay for preceding 90 days (excluding overtime pay).

27 86. Defendants failed to provide and pay paid sick leave in the manner described above.
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1 87. As a result, Defendants violated the Labor Code and are liable to Plaintiff, the
2 aggrieved employees and the State of California for civil penalties as required by Labor Code
3 section 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted
4 by law, including under Labor Code section 2699(g). Plaintiff is also entitled to penalties under
5 Labor Code section 248.5. Plaintiff and the aggrieved employees are entitled to recover to these
6 amounts in addition to interest, attorneys' fees, and costs to the extent permitted by law.

7 **ELEVENTH CAUSE OF ACTION**

8 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

9 **Business and Professions Code §§ 17200, *et seq.***

10 88. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

11 89. Defendants willfully failed in their affirmative obligation to timely pay each payday
12 or at other required intervals all minimum, regular, and overtime wages, meal and rest period
13 premium wages, and reimbursements to Plaintiff and Class Members. These failures constitute
14 unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions
15 Code section 17200, *et seq.*

16 90. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct, as alleged
17 throughout this Complaint, Plaintiff, as an individual and on behalf of the Class seeks restitution of
18 all monies and property withheld, acquired, or converted by Defendants in violation of the Labor
19 Code and IWC Wage Orders under Business and Professions Code section 17202, 17203, 17204
20 and 17208.

21 91. Defendants' unlawful acts and omissions deprived Plaintiff and Class Members of
22 monies and property in amounts to be determined at trial. Plaintiff and the Class are entitled to
23 injunctive relief against Defendants, restitution, and other equitable relief to return all funds over
24 which Plaintiff and the Class have an ownership interest and to prevent future damage under
25 Business and Professions Code section 17200, *et seq.* in addition to interest, attorneys' fees, and
26 costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

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1 **TWELFTH CAUSE OF ACTION**

2 **CIVIL PENALTIES FOR FAILURE TO PAY**

3 **ALL REGULAR AND MINIMUM WAGES**

4 **Labor Code §§ 1182.12, 1194, 1197**

5 92. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

6 93. Labor Code section 2699(f) provides: “For all provisions of this code except those
7 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
8 of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs
9 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
10 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
11 employee per pay period for each subsequent violation.”

12 94. Labor Code section 558(a) provides: “Any employer or other person acting on behalf
13 of an employer who violates, or causes to be violated, a section of this chapter or any provision
14 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
15 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
16 underpaid employee for each pay period for which the employee was underpaid in addition to an
17 amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred
18 dollars (\$100) for each underpaid employee for each pay period for which the employee was
19 underpaid in addition to an amount sufficient to recover underpaid wages.”

20 95. Labor Code section 1197.1(a) provides: “Any employer or other person acting either
21 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
22 any employee a wage less than the minimum fixed by an applicable state or local law, or by an
23 order of the commission, shall be subject to a civil penalty ... and any applicable penalties imposed
24 pursuant to Section 203 as follows: (1) For any initial violation that is intentionally committed, one
25 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is
26 underpaid ... and any applicable penalties imposed pursuant to Section 203. (2) For each
27 subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each
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1 underpaid employee for each pay period for which the employee is underpaid regardless of whether
2 the initial violation is intentionally committed.”

3 96. Defendants willfully failed in their affirmative obligation to pay Plaintiff and
4 aggrieved employees at least the lawful minimum wage for all hours worked in violation of Labor
5 Code sections 1182.12, 1194, 1197 and 1198 and the IWC Wage Orders (the “Hours and Days of
6 Work” and “Minimum Wages” sections of the applicable orders).

7 97. As a result, Defendants violated the Labor Code and IWC Wage Orders and are
8 liable to Plaintiff, the aggrieved employees and the State of California for civil penalties as required
9 by Labor Code sections 558, 1197.1, and 2699(a) and (f)(2), in addition to interest, attorneys’ fees,
10 and costs to the extent permitted by law, including under Labor Code section 2699(g).

11 **THIRTEENTH CAUSE OF ACTION**

12 **CIVIL PENALTIES FOR FAILURE TO PAY**

13 **ALL OVERTIME WAGES**

14 **Labor Code §§ 510, 558 1194, 1197.1, 1198, 1199**

15 98. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

16 99. Defendants failed in their affirmative obligation to pay Plaintiff and aggrieved
17 employees no less than one and one-half times their respective “regular rate of pay” for all hours
18 worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on
19 the seventh day of work in any one workweek, and no less than twice their respective “regular rate
20 of pay” for all hours over 12 hours in one day and any work in excess of eight hours on any seventh
21 day of a workweek in violation of Labor Code sections 510, 558, 1194, 1197.1, 1198, 1199 and the
22 IWC Wage Orders (the “Hours and Days of Work” sections of the applicable orders).

23 100. As a result, Defendants violated the Labor Code and IWC Wage Orders and are
24 liable to Plaintiff, the aggrieved employees and the State of California for civil penalties as required
25 by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys’ fees, and costs
26 to the extent permitted by law, including under Labor Code section 2699(g).

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1 **FOURTEENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES FOR MEAL PERIOD VIOLATIONS**

3 **Labor Code §§ 226.7 and 512**

4 101. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

5 102. Defendants willfully failed in their affirmative obligation to consistently provide
6 Plaintiff and aggrieved employees compliant, duty-free meal periods of not less than 30 minutes
7 beginning before the fifth hour of hour for each work period of more than five hours per day and a
8 second on-duty meal period of not less than 30 minutes beginning before the tenth hour of hour of
9 work in violation of Labor Code sections 226.7, 512, 1198 and the IWC Wage Orders (the “Meal
10 Periods” sections of the applicable orders).

11 103. Further, Defendants willfully failed in their affirmative obligation to consistently pay
12 Plaintiff and aggrieved employees one additional hour of pay at the respective regular rate of
13 compensation for each workday that a fully compliant meal period was not provided, in violation of
14 Labor Code sections 226.7, 1198 and the IWC Wage Orders.

15 104. As a result, Defendants violated the Labor Code and IWC Wage Orders and are
16 liable to Plaintiff, the aggrieved employees and the State of California for civil penalties as required
17 by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys’ fees, and costs
18 to the extent permitted by law, including under Labor Code section 2699(g).

19 **FIFTEENTH CAUSE OF ACTION**

20 **CIVIL PENALTIES FOR REST PERIOD VIOLATIONS**

21 **Labor Code §§ 226.7 and 516**

22 105. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

23 106. Defendants willfully failed in their affirmative obligation to consistently authorize
24 and permit Plaintiff and aggrieved employees to receive compliant, duty-free rest periods of not less
25 than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor
26 Code sections 226.7, 516, 1198 and the IWC Wage Orders (the “Rest Periods” sections of the
27 applicable orders).

1 107. Further, Defendants willfully failed in their affirmative obligation to consistently pay
2 Plaintiff and aggrieved employees one additional hour of pay at the respective regular rate of
3 compensation for each workday that a fully compliant rest period was not provided, in violation of
4 Labor Code sections 226.7, 1198 and the IWC Wage Orders.

5 108. As a result, Defendants violated the Labor Code and IWC Wage Orders and are
6 liable to Plaintiff, the aggrieved employees and the State of California for civil penalties as required
7 by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs
8 to the extent permitted by law, including under Labor Code section 2699(g).

9 **SIXTEENTH CAUSE OF ACTION**

10 **CIVIL PENALTIES FOR UNTIMELY PAYMENT OF WAGES**

11 **Labor Code §§ 204 and 210**

12 109. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

13 110. Defendants willfully failed in their affirmative obligation to timely pay all wages and
14 premiums earned by Plaintiff and aggrieved employees twice during each calendar month on days
15 designated in advance by the employer as regular paydays (for employees paid on a non-weekly
16 basis) and on the regularly-scheduled weekly payday for any weekly employees, as applicable, in
17 violation of Labor Code sections 204,204b, 210 and the IWC Wage Orders (the "Minimum Wages"
18 sections of the applicable orders).

19 111. As a result, Defendants violated the Labor Code and IWC Wage Orders and are
20 liable to Plaintiff, the aggrieved employees and the State of California for civil penalties as required
21 by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs
22 to the extent permitted by law, including under Labor Code section 2699(g).

23 **SEVENTEENTH CAUSE OF ACTION**

24 **CIVIL PENALTIES FOR WAGE STATEMENT VIOLATIONS**

25 **Labor Code §§ 226 and 226.3**

26 112. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

27 113. Labor Code section 226.3 provides: "Any employer who violates subdivision (a) of
28 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per

1 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
2 each violation in a subsequent citation, for which the employer fails to provide the employee a
3 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
4 The civil penalties provided for in this section are in addition to any other penalty provided by law.”

5 114. Defendants failed in their affirmative obligation provide accurate itemized wage
6 statements to Plaintiff and aggrieved employees in violation of Labor Code section 226(a).

7 115. As a result, Defendants violated the Labor Code and IWC Wage Orders and are
8 liable to Plaintiff, the aggrieved employees and the State of California for civil penalties as required
9 by Labor Code sections 226.3 and 2699(a) and (f)(2), in addition to interest, attorneys’ fees, and
10 costs to the extent permitted by law, including under Labor Code section 2699(g).

11 **EIGHTEENTH CAUSE OF ACTION**

12 **CIVIL PENALTIES FOR FAILURE TO TIMELY PAY**

13 **ALL WAGES UPON SEPARATION OF EMPLOYMENT**

14 **Labor Code §§ 201 through 203**

15 116. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

16 117. Defendants willfully failed in their affirmative obligation to pay all wages earned
17 and unpaid to Plaintiff and aggrieved employees immediately upon termination of employment or
18 within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or
19 her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of
20 Labor Code sections 201 through 203 and the IWC Wage Orders.

21 118. As a result, Defendants violated the Labor Code and IWC Wage Orders and are
22 liable to Plaintiff, the aggrieved employees and the State of California for civil penalties as required
23 by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys’ fees, and costs
24 to the extent permitted by law, including under Labor Code section 2699(g).

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1 **NINETEENTH CAUSE OF ACTION**
2 **CIVIL PENALTIES FOR FAILURE TO**
3 **REIMBURSE BUSINESS EXPENSES**

4 **Labor Code § 2802**

5 119. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

6 120. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and
7 aggrieved employees for all necessary expenditures, losses, expenses, and costs incurred by them in
8 direct discharge of the duties of their employment, in violation of Labor Code section 2802.

9 121. As a result, Defendants violated the Labor Code and are liable to Plaintiff, the
10 aggrieved employees and the State of California for civil penalties as required by Labor Code
11 section 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted
12 by law, including under Labor Code section 2699(g).

13 **TWENTIETH CAUSE OF ACTION**
14 **CIVIL PENALTIES FOR RECORDKEEPING VIOLATIONS**

15 **Labor Code § 1174**

16 122. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

17 123. Labor Code section 1174 provides: "Every person employing labor in this state shall:
18 ...(d) Keep, at a central location in the state or at the plants or establishments at which employees
19 are employed, payroll records showing the hours worked daily by and the wages paid to, and the
20 number of piece-rate units earned by and any applicable piece rate paid to, employees employed at
21 the respective plants or establishments. These records shall be kept in accordance with rules
22 established for this purpose by the commission, but in any case shall be kept on file for not less than
23 three years."

24 124. Labor Code section 1174.5 provides: "Any person employing labor who willfully
25 fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete
26 records required by subdivision (d) of Section 1174 ..., shall be subject to a civil penalty of five
27 hundred dollars (\$500)."
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1 125. Defendants willfully failed in their affirmative obligation to maintain accurate
2 records showing the hours worked daily and wages paid to the aggrieved employees, in violation of
3 Labor Code sections 1174, 1198 and the IWC Wage Orders (the “Records” sections of the
4 applicable orders).

5 126. As a result, Defendants violated the Labor Code and are liable to Plaintiff, the
6 aggrieved employees and the State of California for civil penalties as required by Labor Code
7 section 1174.5, in addition to interest, attorneys’ fees, and costs to the extent permitted by law,
8 including under Labor Code section 2699(g).

9 **TWENTY-FIRST CAUSE OF ACTION**

10 **CIVIL PENALTIES FOR UNLAWFUL WITHHOLDING OF WAGES**

11 **Labor Code § 221**

12 127. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

13 128. Labor Code section 221 provides: “It shall be unlawful for any employer to collect
14 or receive from an employee any part of wages theretofore paid by said employer to said
15 employee.”

16 129. Labor Code section 225.5 provides the civil penalty for violation of Labor Code
17 section 221, stating that in addition to any other penalty, every person who withholds wages in
18 violation of Labor Code section 221 shall be subject to a civil penalty.

19 130. Defendants willfully failed in their affirmative obligation to comply with Labor
20 Code section 221 by maintaining deduction policies for no shows and lack of notice, among other
21 reasons.

22 131. As a result, Defendants violated the Labor Code and are liable to Plaintiff, the
23 aggrieved employees and the State of California for civil penalties as required by Labor Code
24 section 2699(a) and (f)(2), in addition to interest, attorneys’ fees, and costs to the extent permitted
25 by law, including under Labor Code section 2699(g).

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1 **PRAYER FOR RELIEF**

2 Plaintiff prays for judgment as follows:

- 3 a. For certification of this action as a class action;
- 4 b. For appointment of Plaintiff as the representative of the Class;
- 5 c. For appointment of counsel for Plaintiff as Class Counsel;
- 6 d. For injunctive relief;
- 7 e. For compensatory damages in amount according to proof;
- 8 f. For all recoverable pre- and post-judgment interest;
- 9 g. For recovery of all statutory penalties and liquidated damages;
- 10 h. For disgorgement of all amounts wrongfully obtained;
- 11 i. For Plaintiff and counsel to be provided with all enforcement capability as if the
- 12 action were brought by the State of California or the California Division of Labor
- 13 Enforcement;
- 14 j. For an award of all civil penalties under the Labor Code section 2698 *et seq.*;
- 15 k. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
- 16 permitted by law, including under California Labor Code sections 218.5, 226, 1194,
- 17 2802, 2699(g) and Code of Civil Procedure section 1021.5;
- 18 l. For such other relief the Court deems just and proper.
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20 Dated: November 5, 2021

Ferraro Vega Employment Lawyers, Inc.

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22 _____
23 Nicholas J. Ferraro
24 Attorney for Plaintiff Ines Abid