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Electronically FILED by
Superior Court of California,
County of Los Angeles
5/09/2025 5:51 PM
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Executive Officer/Clerk of Court,
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8 Attorneys for Plaintiff ELIZABETH SANDOVAL,
on behalf of herself and others similarly situated
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

12
13 ELIZABETH SANDOVAL, on behalf of herself
and others similarly situated,

14 Plaintiff,

15 vs.

16 JACK HENRY & ASSOCIATES, INC.; and
17 DOES 1 to 100, inclusive,

18 Defendants.
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Case No.: **25STCV13737**

CLASS ACTION

**COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, AND
RESTITUTION:**

1. **FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE §§ 1194 AND 1197**
2. **FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED AND/OR FAILURE TO PAY OVERTIME WAGES AT THE PROPER OVERTIME RATE OF PAY IN VIOLATION OF LABOR CODE §§ 510 AND 1194**
3. **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 512 AND 226.7**
4. **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE § 226.7**

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- 5. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE § 2802**
 - 6. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226**
 - 7. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE §§ 201, 202, AND 203**
 - 8. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200, ET SEQ.**
- DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff ELIZABETH SANDOVAL (“Plaintiff”), who alleges and complains on information and belief except as to those allegations relating to Plaintiff herself which are asserted on personal knowledge, against Defendants JACK HENRY & ASSOCIATES, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation

1 wages for failure to timely pay employees all wages due upon separation of employment;
2 injunctive relief and other equitable relief; reasonable attorneys' fees pursuant to Labor Code
3 sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others
4 similarly situated.

5 **II. JURISDICTION AND VENUE**

6 2. This Court has jurisdiction over Plaintiff's and putative class members' claims for
7 failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the
8 overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to
9 authorize or permit all legally required and/or compliant meal periods or pay meal period
10 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
11 pay rest period premium wages; indemnification for all necessary expenditures or losses incurred
12 by employees in direct consequence of discharging their duties; statutory penalties for failure to
13 provide accurate wage statements; statutory waiting time penalties in the form of continuation
14 wages for failure to timely pay employees all wages due upon separation of employment; and
15 claims for injunctive relief and restitution under California Business and Professions Code
16 sections 17200, *et seq.*, for the following reasons: Defendants operate throughout California;
17 Defendants employed Plaintiff and putative class members in locations throughout California,
18 including but not limited to Los Angeles County, at Baldwin Park, CA 91706, more than two-
19 thirds of putative class members are California citizens; the principal violations of California law
20 occurred in California; no other class actions have been filed against Defendants in the last four
21 (4) years alleging wage and hour violations; the conduct of Defendants forms a significant basis
22 for Plaintiff's and putative class members' claims; and Plaintiff and putative class members seek
23 significant relief from Defendants.

24 **III. PARTIES**

25 3. Plaintiff brings this action on behalf of herself and other members of the general
26 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
27 is filed are current, former, and/or future employees of Defendants as direct employees as well as
28 temporary employees employed through temp agencies who work as hourly non-exempt

1 employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of
2 California and was employed by Defendants in the State of California within the four (4) years
3 prior to the filing of this Complaint.

4 4. Defendants employed Plaintiff as an hourly non-exempt employee during the
5 relevant time period.

6 5. Plaintiff is informed and believes and thereon alleges that Defendants employed her
7 and other hourly non-exempt employees throughout the State of California and therefore their
8 conduct forms a significant basis of the claims asserted in this matter.

9 6. Plaintiff is informed and believes and thereon alleges that Defendant JACK
10 HENRY & ASSOCIATES, INC. is authorized to do business within the State of California and is
11 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
12 relevant hereto were persons acting on behalf of Defendant JACK HENRY & ASSOCIATES,
13 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
14 or policies. Defendant JACK HENRY & ASSOCIATES, INC. operates in Los Angeles County
15 and employed Plaintiff and putative class members in Los Angeles County, including but not
16 limited to, at Baldwin Park, CA 91706 .

17 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-
18 100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in
19 his or her capacity as an agent, shareholder, owner, representative, supervisor, independent
20 contractor and/or employee of each Defendants and participated in the establishment of, or
21 ratification of, the aforementioned illegal wage and hour practices or policies.

22 8. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues
23 said Defendants by said fictitious names and will amend this Complaint when the true names and
24 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
25 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
26 Defendants is in some manner responsible for the events and allegations set forth in this
27 Complaint.

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1 9. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
2 Defendants was an employer, was the principal, agent, partner, joint venturer, officer, director,
3 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
4 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
5 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
6 of the other defendants so as to be liable for their conduct with respect to the matters alleged in
7 this Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted
8 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
9 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,
10 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendants"
11 means "Defendants and each of them," and refers to the Defendants named in the particular cause
12 of action in which the word appears and includes Defendant JACK HENRY & ASSOCIATES,
13 INC.; and DOES 1 to 100, inclusive.

14 10. At all times mentioned herein, each Defendants was the co-conspirator, agent,
15 servant, employee, and/or joint venturer of each of the other Defendants and was acting within the
16 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
17 permission and consent of each of the other Defendants.

18 11. Plaintiff makes the allegations in this Complaint without any admission that, as to
19 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
20 Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

21 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

22 12. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
23 ("Wage Order"), codified at California Code of Regulations, title 8, section 11040, Defendants are
24 employers of Plaintiff within the meaning of Wage Order 4 and applicable Labor Code sections.
25 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
26 herein in violation of the Wage Order and the Labor Code.

27 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
28 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt

1 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
2 which includes all time that an employee is under the control of the employer and all time the
3 employee is suffered and permitted to work. This includes the time an employee spends, either
4 directly or indirectly, performing services which inure to the benefit of the employer.

5 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
6 for all “hours worked” at least at the minimum wage rate of pay as established by the IWC and the
7 Wage Orders.

8 15. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
9 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
10 similarly situated employees all wages at the applicable minimum wage for all hours worked due
11 to Defendants’ policies, practices, and/or procedures including, but not limited to:

12 (a) Requiring Plaintiff and similarly situated employees to spend time booting up their
13 work computers, logging into VPN, undergoing 2-factor authentication, launching software,
14 and/or logging in, all prior to being able to clock-in for the start of their shifts.

15 (b) Requiring Plaintiff and similarly situated employees to remain on-call, under
16 restrictive conditions, under which they were required to respond to and complete work tasks
17 within limited periods of time. These requirements limited Plaintiff and similarly situated
18 employees’ geographic mobility and ability to engage in personal pursuits, but Defendants refused
19 to pay them for such on-call time, and only paid them for the time spent responding to and
20 competing work tasks.

21 (c) Requiring Plaintiff and similarly situated employees to work during their unpaid,
22 off-the-clock meal periods, completing work tasks and attending required meetings, without
23 paying them for such time.

24 16. Plaintiff and similarly situated employees were not paid for this time resulting in
25 Defendants’ failure to pay minimum wage for all the hours Plaintiff and similarly situated
26 employees worked.

27 17. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
28 employees to be subject to Defendants’ control without paying wages for that time. This resulted

1 in Plaintiff and similarly situated employees working time for which they were not compensated
2 any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 4.

3 **18. Failure to pay wages for overtime hours worked at the overtime rate of pay**
4 **and/or failure to pay overtime wages at the proper overtime rate of pay:** Defendants
5 employed many of their employees, including Plaintiff, as hourly non-exempt employees. In
6 California, an employer is required to pay hourly employees for all “hours worked,” which
7 includes all time that an employee is under the control of the employer and all time the employee
8 is suffered or permitted to work. This includes the time an employee spends, either directly or
9 indirectly, performing services which inure to the benefit of the employer.

10 **19.** Labor Code sections 510 and 1194 and Wage Order 4 require an employer to
11 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
12 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
13 in a workweek:

14 Any work in excess of eight hours in one workday and any work in excess of 40
15 hours in any one workweek and the first eight hours worked on the seventh day of
16 work in any one workweek shall be compensated at the rate of no less than one and
17 one-half times the regular rate of pay for an employee. Any work in excess of 12
18 hours in one day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice
the regular rate of pay of an employee.

19 Labor Code section 510; Wage Order 4, §3.

20 **20.** Defendants failed to pay Plaintiff and similarly situated employees all wages at the
21 applicable minimum wage for all hours worked due to Defendants’ policies, practices, and/or
22 procedures including, but not limited to:

23 (a) Requiring Plaintiff and similarly situated employees to spend time booting up their
24 work computers, logging into VPN, undergoing 2-factor authentication, launching software,
25 and/or logging in, all prior to being able to clock-in for the start of their shifts.

26 (b) Requiring Plaintiff and similarly situated employees to remain on-call, under
27 restrictive conditions, under which they were required to respond to and complete work tasks
28 within limited periods of time. These requirements limited Plaintiff and similarly situated

1 employees' geographic mobility and ability to engage in personal pursuits, but Defendants refused
2 to pay them for such on-call, and only paid them for the time spent responding to and competing
3 work tasks.

4 (c) Requiring Plaintiff and similarly situated employees to work during their unpaid,
5 off-the-clock meal periods, completing work tasks and attending required meetings, without
6 paying them for such time.

7 21. Plaintiff and similarly situated employees were not paid for this time.

8 22. To the extent the employees had already worked 8 hours in the day and on
9 workweeks they had already worked 40 hours in a workweek, the employees should have been
10 paid overtime for this unpaid time. This resulted in hourly non-exempt employees working time
11 which should have been paid at the legal overtime rate but was not paid any wages in violation of
12 Labor Code sections 510, 1194, and Wage Order 4.

13 23. Furthermore, overtime is based upon an employee's regular rate of pay. "The
14 regular rate at which an employee is employed shall be deemed to include all remuneration for
15 employment paid to, or on behalf, of the employee." *See* Division of Labor Standards
16 Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

17 24. In this case, Plaintiff alleges that when she and similarly situated employees earned
18 overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay
19 due to Defendants' failure to include all remuneration when calculating the overtime rate of pay.
20 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
21 remuneration, including bonuses (e.g., "noncash award"), when calculating Plaintiff's and
22 similarly situated employees' regular rate of pay for the purpose of paying overtime.

23 25. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
24 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all
25 overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

26 26. **Failure to authorize or permit all legally required and compliant meal periods**
27 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
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1 exempt employees, including the named Plaintiff and similarly situated employees, for shifts
2 longer than five (5) hours in length and shifts longer than ten (10) hours in length.

3 27. California law requires an employer to authorize or permit an uninterrupted meal
4 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of
5 work and a second meal period no later than the employee's tenth hour of work. Labor Code
6 section 512; Wage Order 4, §11. If the employee is not relieved of all duties during a meal period,
7 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
8 "on duty" meal period is only permitted when (1) the nature of the work prevents an employee
9 from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty
10 meal periods. If the employee is not free to leave the work premises or worksite during the meal
11 period, even if the employee is relieved of all other duty during the meal period, the employee is
12 subject to the employer's control and the meal period is counted as time worked. If an employer
13 fails to provide an employee a meal period in accordance with the law, the employer must pay the
14 employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally
15 required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 4,
16 §11.

17 28. Here, Plaintiff and similarly situated employees worked shifts long enough to
18 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
19 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
20 Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour
21 period of work as required by law. Such policies, practices, and/or procedures included, but were
22 not limited to:

23 (a) Requiring Plaintiff and similarly situated employees to remain on-call, under
24 restrictive conditions, under which they were required to respond to and complete work tasks
25 within limited periods of time. These requirements limited Plaintiff and similarly situated
26 employees' geographic mobility and ability to engage in personal pursuits, and was therefore work
27 time, but Defendants failed to provide timely, uninterrupted, duty-free meal breaks of at least 30
28 minutes for every five hours of such work time.

1 (b) Requiring Plaintiff and similarly situated employees to work during their unpaid,
2 off-the-clock meal periods, completing work tasks and attending required meetings, without
3 paying them for such time.

4 29. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
5 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
6 for each workday the employees did not receive all legally required and compliant meal periods.
7 Defendants employed policies and procedures which ensured that employees did not receive any
8 meal period premium wages to compensate them for workdays in which they did not receive all
9 legally required and compliant meal periods.

10 30. Finally, on occasions when Defendants paid Plaintiff and similarly situated
11 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal
12 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and similarly
13 situated employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
14 practice, and/or procedure of failing to include all remuneration, including bonuses (e.g., “noncash
15 award”), when calculating Plaintiff’s and similarly situated employees’ regular rate of pay for the
16 purpose of paying meal period premium wages.

17 31. The aforementioned policies, practices, and/or procedures of Defendants resulted in
18 Plaintiff and similarly situated employees not being provided with all legally required and
19 compliant meal periods and/or not receiving premium wages to compensate them for such
20 instances, all in violation of California law.

21 32. **Failure to authorize and permit all legally required and compliant rest periods**
22 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt
23 employees, including the named Plaintiff and similarly situated employees, for shifts of least
24 three-and-a-half (3.5) hours.

25 33. California law requires every employer to authorize and permit an employee a rest
26 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
27 Code section 226.7; Wage Order 4, §12. If the employer fails to authorize or permit a required rest
28 period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of

1 compensation for each workday the employer did not authorize or permit a legally required rest
2 period. *Id.* Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three
3 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
4 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v.*
5 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4,
6 §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order
7 4, §12. Additionally, the rest period requirement “obligates employers to permit – and authorizes
8 employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5
9 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
10 relinquish control over how employees spend their time. *Id.*

11 34. In this case, Plaintiff and similarly situated employees regularly worked shifts of
12 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
13 and/or procedures that resulted in their failure to authorize or permit all legally required and
14 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices,
15 and/or procedures included, but were not limited to:

16 (a) Failing to provide Plaintiff and similarly situated employees with net ten (10)
17 minute rest breaks for every four (4) hours worked or major fraction thereof, as a result of
18 workload requirements, such as responding to client calls and attending required meetings.

19 (b) Failing to provide Plaintiff and similarly situated employees with net ten (10)
20 minute rest breaks for every four (4) hours worked or major fraction thereof, during on-call hours
21 worked.

22 35. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
23 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation
24 for each workday the employees did not receive all legally required and compliant rest periods.
25 Defendants employed policies and procedures which ensured that employees did not receive any
26 rest period premium wages to compensate them for workdays in which they did not receive all
27 legally required and compliant rest periods.

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1 36. Finally, on occasions when Defendants did pay Plaintiff and similarly situated
2 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted rest
3 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and similarly
4 situated employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
5 practice, and/or procedure of failing to include all remuneration, including bonuses (e.g., “noncash
6 award”), when calculating Plaintiff’s and similarly situated employees’ regular rate of pay for the
7 purpose of paying rest period premiums.

8 37. The aforementioned policies, practices, and/or procedures of Defendants resulted in
9 Plaintiff and similarly situated employees not being provided with all legally required and
10 compliant rest periods and/or not receiving premium wages to compensate them for such
11 instances, all in violation of California law.

12 38. **Failure to indemnify employees for losses and expenditures incurred as part of**
13 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
14 her employee for all necessary expenditures or losses incurred by the employee in direct
15 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
16 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
17 the employer onto the employee. (Labor Code section 2802).

18 39. Defendants employed policies, practices, and/or procedures by which they
19 impermissibly passed business-related expenses to Plaintiff and similarly situated employees who
20 worked remotely. These policies, practices, and/or procedures included, but were not limited to,
21 requiring Plaintiff and similarly situated employees who work remotely to use or purchase their
22 own tools and/or resources in order to work for Defendants, including but not limited to home
23 internet, office equipment, home office space, and cellphone usage for on-call hours worked,
24 without reimbursing Plaintiff and similarly situated employees for such use.

25 40. The costs incurred by Plaintiff and similarly situated employees to use or purchase
26 their own tools and/or resources for their mandatory compliance with Defendants’ aforementioned
27 policies, practices, and/or procedures were significant as a result of their employment with
28 Defendants.

1 41. Defendants employed policies and procedures which ensured Plaintiff and similarly
2 situated employees would not receive indemnification for the aforementioned necessary
3 expenditures incurred as a result of their employment with Defendants.

4 42. Defendants' aforementioned policies, practices, and/or procedures resulted in
5 Plaintiff and similarly situated employees not receiving indemnification for employment-related
6 expenditures, in violation of Labor Code section 2802.

7 43. **Failure to provide accurate wage statements:** Labor Code section 226(a)
8 provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish
9 each of his or her employees ... an itemized statement in writing showing (1) gross wages earned,
10 (2) total hours worked by the employee, except for any employee whose compensation is solely
11 based on a salary and who is exempt from payment of overtime under subdivision (a) of Section
12 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate
13 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
14 deductions, provided, that all deductions made on written orders of the employee may be
15 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period
16 for which the employee is paid, (7) the name of the employee and his or her social security
17 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at each
19 hourly rate by the employee."

20 44. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
21 to provide accurate wage and hour statements to him and other similarly situated employees who
22 were subject to Defendants' control for uncompensated time and who did not receive all their
23 earned wages (including minimum wages, overtime wages, meal period premium wages, and/or
24 rest period premium wages), in violation of Labor Code section 226.

25 45. **Failure to timely pay final wages:** An employer is required to pay all unpaid
26 wages timely after an employee's employment ends. The wages are due immediately upon
27 termination or within seventy-two (72) hours of resignation. Labor Code sections 201, *et seq.*

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1 46. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
2 that she, and on information and belief, other similarly situated employees, were not paid their
3 final wages in a timely manner as required by Labor Code section 201, *et seq.* Minimum wages for
4 all hours worked, overtime wages for overtime hours worked, meal period premium wages, and/or
5 rest period premium wages (all described above), were not paid at the time of Plaintiff's and other
6 similarly situated employees' separation of employment, whether voluntarily or involuntarily, as
7 required by Labor Code sections 201, *et seq.*

8 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

9 47. Plaintiff brings this action on behalf of herself, on behalf of others similarly
10 situated, and on behalf of the general public, and as members of a Class defined as follows:

11 A. **Minimum Wage Class:** All current and former hourly non-exempt
12 employees employed by Defendants as direct employees as well as temporary employees
13 employed through temp agencies in California at any time from four (4) years prior to the filing of
14 the initial Complaint in this matter through the date notice is mailed to a certified class who were
15 not paid at least minimum wage for all time they were subject to Defendants' control.

16 B. **Overtime Class:** All current and former hourly non-exempt employees
17 employed by Defendants as direct employees as well as temporary employees employed through
18 temp agencies in California at any time from four (4) years prior to the filing of the initial
19 Complaint in this matter through the date notice is mailed to a certified class who worked more
20 than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a
21 workweek, to whom Defendants did not pay overtime wages.

22 C. **Regular Rate Class:** All current and former hourly non-exempt employees
23 employed by Defendants as direct employees as well as temporary employees employed through
24 temp agencies in California at any time from four (4) years prior to the filing of the initial
25 Complaint in this matter through the date notice is mailed to a certified class who worked more
26 than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7)
27 days in a workweek, who received additional remuneration during pay periods in which they were
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1 paid overtime wages, and whose compensation did not include such additional remuneration when
2 Defendants calculated those employees' overtimes wages.

3 **D. Meal Period Class:** All current and former hourly non-exempt employees
4 employed by Defendants as direct employees as well as temporary employees employed through
5 temp agencies in California at any time from four (4) years prior to the filing of the initial
6 Complaint in this matter through the date notice is mailed to a certified class who worked shifts
7 more than five (5) hours yet Defendants failed to authorize or permit all required duty-free meal
8 periods of not less than thirty (30) minutes.

9 **E. Meal Period Premium Wages Class:** All current and former hourly non-
10 exempt employees employed by Defendants as direct employees as well as temporary employees
11 employed through temp agencies in California at any time from four (4) years prior to the filing of
12 the initial Complaint in this matter through the date notice is mailed to a certified class who
13 received additional remuneration during pay periods in which they were paid meal period
14 premium wages and whose regular rate of pay did not include such additional remuneration when
15 Defendants calculated those employees' meal period premium wages.

16 **F. Rest Period Class:** All current and former hourly non-exempt employees
17 employed by Defendants as direct employees as well as temporary employees employed through
18 temp agencies in California at any time from four (4) years prior to the filing of the initial
19 Complaint in this matter through the date notice is mailed to a certified class who worked shifts of
20 at least three-and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net
21 ten (10) minutes for every four (4) hours worked or major fraction thereof.

22 **G. Rest Period Premium Wages Class:** All current and former hourly non-
23 exempt employees employed by Defendants as direct employees as well as temporary employees
24 employed through temp agencies in California at any time from four (4) years prior to the filing of
25 the initial Complaint in this matter through the date notice is mailed to a certified class who
26 received additional remuneration during pay periods in which they were paid rest period premium
27 wages and whose regular rate of pay did not include such additional remuneration when
28 Defendants calculated those employees' rest period premium wages.

1 H. **Indemnification Class:** All current and former hourly non-exempt
2 employees employed by Defendants as direct employees as well as temporary employees
3 employed through temp agencies in California at any time from four (4) years prior to the filing of
4 the initial Complaint in this action through the date notice is mailed to a certified class who
5 worked remotely and who did not receive indemnification to reimburse them for the necessary
6 expenditures incurred in the discharge of their duties.

7 I. **Wage Statement Class:** All current and former hourly non-exempt
8 employees employed by Defendants as direct employees as well as temporary employees
9 employed through temp agencies in California at any time from one (1) year prior to the filing of
10 the initial Complaint in this action through the date notice is mailed to a certified class who
11 received inaccurate or incomplete wage and hour statements.

12 J. **Waiting Time Class:** All current and former hourly non-exempt employees
13 employed by Defendants as direct employees as well as temporary employees employed through
14 temp agencies in California at any time from three (3) years prior to the filing of the initial
15 Complaint in this action through the date notice is mailed to a certified class who did not receive
16 payment of all unpaid wages upon separation of employment within the statutory time period.

17 K. **California Class:** All aforementioned classes are herein collectively
18 referred to as the “California Class.”

19 48. There is a well-defined community of interest in the litigation and the classes are
20 ascertainable:

21 A. **Numerosity:** While the exact number of class members in each class is
22 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder
23 of all members is impractical under the circumstances of this case.

24 B. **Common Questions Predominate:** Common questions of law and fact
25 exist as to all members of the Plaintiff classes and predominate over any questions that affect only
26 individual members of each class. The common questions of law and fact include, but are not
27 limited to:

28

1 i. Whether Defendants violated Labor Code sections 1194 and 1197
2 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class
3 Members were subject to Defendants' control;

4 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
5 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
6 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
7 a workweek;

8 iii. Whether Defendants violated Labor Code sections 510 and 1194 by
9 not paying the Regular Rate Class Members at the applicable overtime rate for working in excess
10 of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days
11 in a workweek;

12 iv. Whether Defendants violated Labor Code sections 512 and 226.7, as
13 well as the applicable Wage Order, by employing the Meal Period Class Members without
14 providing all compliant and/or required meal periods and/or paying meal period premium wages;

15 v. Whether Defendants violated Labor Code sections 512 and 226.7, as
16 well as the applicable Wage Order, by employing the Meal Period Premium Wages Class
17 Members without paying meal period premium wages at the proper rate;

18 vi. Whether Defendants violated Labor Code section 226.7 by
19 employing the Rest Period Class Members without providing all compliant and/or required rest
20 periods and/or paying rest period premium wages;

21 vii. Whether Defendants violated Labor Code section 226.7, as well as
22 the applicable Wage Order, by employing the Rest Period Premium Wages Class Members
23 without paying rest period premium wages at the proper rate;

24 viii. Whether Defendants violated Labor Code section 2802 by failing to
25 provide Indemnification Class Members with reimbursement of costs to compensate them for the
26 necessary expenditures incurred in the discharge of their duties;

27 ix. Whether Defendants failed to provide the Wage Statement Class
28 Members with accurate itemized statements at the time they received their itemized statements;

1 x. Whether Defendants failed to provide the Waiting Time Class
2 Members with all of their earned wages upon separation of employment within the statutory time
3 period;

4 xi. Whether Defendants committed unlawful business acts or practice
5 within the meaning of Business and Professions Code sections 17200, *et seq.*;

6 xii. Whether Class Members are entitled to unpaid wages, penalties, and
7 other relief pursuant to their claims;

8 xiii. Whether, as a consequence of Defendants' unlawful conduct, the
9 Class Members are entitled to restitution, and/or equitable relief; and

10 xiv. Whether Defendants' affirmative defenses, if any, raise any common
11 issues of law or fact as to Plaintiff and as to Class Members as a whole.

12 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members
13 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages
14 arising out of Defendants' failure to pay wages at least at minimum wage for all time the
15 employees were subject to Defendants' control. Plaintiff and members of the Overtime Wage
16 Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime
17 hours worked. Plaintiff and members of the Regular Rate Class sustained damages arising out of
18 Defendants' failure to pay overtime wages at the proper rate for overtime hours worked. Plaintiff
19 and members of the Meal Period Class sustained damages arising out of Defendants' failure to
20 provide non-exempt employees with all required meal periods and/or meal periods that were duty-
21 free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as
22 compensation. Plaintiff and members of the Meal Period Premium Wages Class sustained
23 damages arising out of Defendants' failure to pay meal period premium wages at the proper rate.
24 Plaintiff and members of the Rest Period Class sustained damages arising out of Defendants'
25 failure to provide non-exempt employees with all required rest periods and/or rest periods that
26 were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium wages as
27 compensation. Plaintiff and members of the Rest Period Premium Wages Class sustained damages
28 arising out of Defendants' failure to pay rest period premium wages at the proper rate. Plaintiff

1 and members of the Indemnification Class sustained damages from Defendants' failure to provide
2 reimbursement of costs to compensate them for the necessary expenditures incurred in the
3 discharge of their duties. Plaintiff and members of the Wage Statement Class sustained damages
4 arising out of Defendants' failure to furnish them with accurate itemized wage statements in
5 compliance with Labor Code section 226. Plaintiff and members of the Waiting Time Class
6 sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages due
7 upon separation of employment within the statutory time limit.

8 **D. Adequacy of Representation:** Plaintiff will fairly and adequately protect
9 the interests of the members of each class. Plaintiff has no interest that is adverse to the interests of
10 the other class members.

11 **E. Superiority:** A class action is superior to other available means for the fair
12 and efficient adjudication of this controversy. Because individual joinder of all members of each
13 class is impractical, class action treatment will permit a large number of similarly situated persons
14 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
15 unnecessary duplication of effort and expense that numerous individual actions would engender.
16 The expenses and burdens of individual litigation would make it difficult or impossible for
17 individual members of each class to redress the wrongs done to them, while important public
18 interests will be served by addressing the matter as a class action. The cost to and burden on the
19 court system of adjudication of individualized litigation would be substantial, and substantially
20 more than the costs and burdens of a class action. Individualized litigation would also present the
21 potential for inconsistent or contradictory judgments.

22 **F. Public Policy Consideration:** Employers throughout the state violate wage
23 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or
24 indirect retaliation. Former employees fear bringing actions because they perceive their former
25 employers can blacklist them in their future endeavors with negative references or by other means.
26 Class actions provide the class members who are not named in the Complaint with a type of
27 anonymity that allows for vindication of their rights.

28

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES FOR ALL HOURS WORKED**

3 **LABOR CODE §§ 1194 AND 1197**

4 **(Against All Defendants by Plaintiff and the Minimum Wage Class)**

5 49. Plaintiff incorporates by reference and re-alleges each and every allegation
6 contained in this pleading as though fully set forth herein.

7 50. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class
8 were hourly non-exempt employees of Defendants.

9 51. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
10 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
11 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
12 effect during the time the employees earned the wages.

13 52. Defendants' policies, practices, and/or procedures required Plaintiff and the
14 Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for
15 all of the time in which they were subject to Defendants' control.

16 53. Defendants employed policies, practices, and/or procedures including, but not
17 limited to:

18 (a) Requiring Plaintiff and similarly situated employees to spend time booting up their
19 work computers, logging into VPN, undergoing 2-factor authentication, launching software,
20 and/or logging in, all prior to being able to clock-in for the start of their shifts.

21 (b) Requiring Plaintiff and similarly situated employees to remain on-call, under
22 restrictive conditions, under which they were required to respond to and complete work tasks
23 within limited periods of time. These requirements limited Plaintiff and similarly situated
24 employees' geographic mobility and ability to engage in personal pursuits, but Defendants refused
25 to pay them for such on-call time, and only paid them for the time spent responding to and
26 competing work tasks.

1 (c) Requiring Plaintiff and similarly situated employees to work during their unpaid,
2 off-the-clock meal periods, completing work tasks and attending required meetings, without
3 paying them for such time.

4 54. Plaintiff and the Minimum Wage Class were not paid for this time resulting in
5 Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class
6 worked.

7 55. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage
8 Class have suffered damages in an amount subject to proof, to the extent that they were not paid
9 wages at a minimum wage rate for all hours worked.

10 56. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum
11 Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in
12 the amount of their unpaid minimum wage, and attorneys' fees and costs.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME WAGES**

15 **LABOR CODE §§ 510 and 1194**

16 **(Against All Defendants by Plaintiff and the Overtime Class)**

17 57. Plaintiff incorporates by reference and re-alleges each and every allegation
18 contained in this pleading as though fully set forth herein.

19 58. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly
20 non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the
21 Wage Order 4.

22 59. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 4, hourly non-
23 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of
24 eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
25 workweek.

26 60. Labor Code section 510, subdivision (a), states in relevant part:

27 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
28 one workday and any work in excess of 40 hours in any one workweek and the first
eight hours worked on the seventh day of work in any one workweek shall be

1 compensated at the rate of no less than one and one-half times the regular rate of
2 pay for an employee. Any work in excess of 12 hours in one day shall be
3 compensated at the rate of no less than twice the regular rate of pay for an
4 employee. In addition, any work in excess of eight hours on any seventh day of a
5 workweek shall be compensated at the rate of no less than twice the regular rate of
6 pay of an employee. Nothing in this section requires an employer to combine more
7 than one rate of overtime compensation in order to calculate the amount to be paid
8 to an employee for any hour of overtime work.

61. Further, Labor Code section 1198 provides,

6 The maximum hours of work and the standard conditions of labor fixed by the
7 commission shall be the maximum hours of work and the standard conditions of
8 labor for employees. The employment of any employee for longer hours than those
9 fixed by the order or under conditions of labor prohibited by the order is unlawful.

62. Despite California law requiring employers to pay employees a higher rate of pay
10 for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a
11 workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime
12 wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

63. Specifically, Defendants' employed policies, practices, and/or procedures
13 including, but not limited to:

14 (a) Requiring Plaintiff and similarly situated employees to spend time booting up their
15 work computers, logging into VPN, undergoing 2-factor authentication, launching software,
16 and/or logging in, all prior to being able to clock-in for the start of their shifts.

17 (b) Requiring Plaintiff and similarly situated employees to remain on-call, under
18 restrictive conditions, under which they were required to respond to and complete work tasks
19 within limited periods of time. These requirements limited Plaintiff and similarly situated
20 employees' geographic mobility and ability to engage in personal pursuits, but Defendants refused
21 to pay them for such on-call time, and only paid them for the time spent responding to and
22 competing work tasks.

23 (c) Requiring Plaintiff and similarly situated employees to work during their unpaid,
24 off-the-clock meal periods, completing work tasks and attending required meetings, without
25 paying them for such time.

26 64. Plaintiff and the Overtime Class were not paid for this time.
27
28

1 71. At all times relevant to this Complaint, Plaintiff, the Meal Period Class, and the
2 Meal Period Premium Wages Class were hourly non-exempt employees of Defendants, covered
3 by Labor Code sections 512 and 226.7 and the Wage Order.

4 72. California law requires an employer to authorize or permit an employee an
5 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
6 all duties and the employer relinquishes control over the employee's activities no later than the
7 end of the employee's fifth hour of work and a second meal period no later than the employee's
8 tenth hour of work. Labor Code sections 226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v.*
9 *Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at
10 the work site or facility during the meal period, the meal period must be paid. This is true even
11 where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v.*
12 *Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee
13 does not receive a required meal or rest period that "the employer shall pay the employee one
14 additional hour of pay at the employee's regular rate of compensation for each work day that the
15 meal or rest period is not provided."

16 73. In this case, Plaintiff and the Meal Period Class worked shifts long enough to
17 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
18 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
19 Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of
20 work as required by law. Such policies, practices, and/or procedures included, but were not limited
21 to:

22 (a) Requiring Plaintiff and similarly situated employees to remain on-call, under
23 restrictive conditions, under which they were required to respond to and complete work tasks
24 within limited periods of time. These requirements limited Plaintiff and similarly situated
25 employees' geographic mobility and ability to engage in personal pursuits, and was therefore work
26 time, but Defendants failed to provide timely, uninterrupted, duty-free meal breaks of at least 30
27 minutes for every five hours of such work time.

28

1 (b) Requiring Plaintiff and similarly situated employees to work during their unpaid,
2 off-the-clock meal periods, completing work tasks and attending required meetings, without
3 paying them for such time.

4 74. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1)
5 hour of pay at their regular rate of pay for each workday they did not receive all legally required
6 and legally compliant meal periods. Defendants lacked a policy and procedure for compensating
7 Plaintiff and the Meal Period Class with premium wages when they did not receive all legally
8 required and legally compliant meal periods.

9 75. Finally, on occasions when Defendants paid Plaintiff and the Meal Period Premium
10 Wages Class a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted
11 meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and the
12 Meal Period Premium Wages Class’ regular rate of compensation. Specifically, Defendants
13 maintained a policy, practice, and/or procedure of failing to include all remuneration, including
14 bonuses (e.g., “noncash award”), when calculating Plaintiff’s and the Meal Period Premium
15 Wages Class’ regular rate of pay for the purpose of paying meal period premiums.

16 76. Defendants’ unlawful conduct alleged herein occurred in the course of
17 employment of Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class and
18 such conduct has continued through the filing of this Complaint.

19 77. Because Defendants failed to provide employees with meal periods in compliance
20 with the law, Defendants are liable to Plaintiff, the Meal Period Class, and the Meal Period
21 Premium Wages Class for one (1) hour of additional pay at the regular rate of compensation for
22 each workday that Defendants did not provide all legally required and legally compliant meal
23 periods, pursuant to Labor Code section 226.7 and the Wage Order.

24 78. Plaintiff, on behalf of herself, the Meal Period Class, and the Meal Period Premium
25 Wages Class seeks damages and all other relief allowable, including a meal period premium wage
26 for each workday Defendants failed to provide all legally required and legally compliant meal
27 periods, plus pre-judgment interest.

28

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS**

3 **LABOR CODE § 226.7**

4 **(Against All Defendants by Plaintiff, the Rest Period Class, and the Rest Period Premium**
5 **Wages Class)**

6 79. Plaintiff incorporates by reference and re-alleges each and every allegation
7 contained in this pleading as though fully set forth herein.

8 80. At all times relevant to this Complaint, Plaintiff, the Rest Period Class, and the Rest
9 Period Premium Wages Class were employees of Defendants, covered by Labor Code section
10 226.7 and Wage Order 4.

11 81. California law requires that “[e]very employer shall authorize and permit all
12 employees to take rest periods, which insofar as practicable shall be in the middle of each work
13 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
14 ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 4, §12.
15 Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length,
16 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
17 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53
18 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement
19 “obligates employers to permit – and authorizes employees to take – off-duty rest periods.”
20 *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 269. That is, during rest periods
21 employers must relieve employees of all duties and relinquish control over how employees spend
22 their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the
23 applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the
24 employee’s regular rate of compensation for each work day that the rest period is not provided.”
25 Wage Order 4, §12; Labor Code section 226.7.

26 82. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more
27 than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
28 procedures that resulted in their failure to authorize or permit all legally required and compliant

1 rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures
2 included, but were not limited to:

3 (a) Failing to provide Plaintiff and similarly situated employees with net ten (10)
4 minute rest breaks for every four (4) hours worked or major fraction thereof, as a result of
5 workload requirements, such as responding to client calls and attending required meetings.

6 (b) Failing to provide Plaintiff and similarly situated employees with net ten (10)
7 minute rest breaks for every four (4) hours worked or major fraction thereof, during on-call hours
8 worked.

9 83. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class one (1)
10 hour of pay at their regular rate of pay for each workday they did not receive all legally required
11 and legally compliant rest periods. Defendants lacked a policy and procedure for compensating
12 Plaintiff and the Rest Period Class with premium wages when they did not receive all legally
13 required and legally compliant rest periods.

14 84. Further, on occasions when Defendants did pay Plaintiff and the Rest Period
15 Premium Wages Class a “premium” wage for late, missed, short, on-premise, on-duty, and/or
16 interrupted rest periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s
17 and the Rest Period Premium Wages Class’ regular rate of compensation. Specifically, Defendants
18 maintained a policy, practice, and/or procedure of failing to include all remuneration, including
19 bonuses (e.g., “noncash award”), when calculating Plaintiff’s and the Rest Period Premium Wages
20 Class’ regular rate of pay for the purpose of paying rest period premiums.

21 85. Defendants’ unlawful conduct alleged herein occurred in the course of employment
22 of Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class and such conduct
23 has continued through the filing of this Complaint.

24 86. Because Defendants failed to provide employees with rest periods in compliance
25 with the law, Defendants are liable to Plaintiff, the Rest Period Class, and the Rest Period
26 Premium Wages Class for one (1) hour of additional pay at the regular rate of compensation for
27 each workday that Defendants did not provide all legally required and legally compliant rest
28 periods, pursuant to Labor Code section 226.7 and the Wage Order.

1 149. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage
2 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an
3 itemized wage statement accurately stating the following:

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

18 150. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
19 to provide accurate wage and hour statements to her and the Wage Statement Class who were
20 subject to Defendants' control for uncompensated time and who did not receive all their earned
21 wages (including minimum wages, overtime wages, meal period premium wages, and/or rest
22 period premium wages), in violation of Labor Code section 226.

23 151. Defendants provided Plaintiff and the Wage Statement Class with itemized
24 statements which stated inaccurate information including, but not limited to, the number of hours
25 worked, the gross wages earned, and the net wages earned.

26 152. Defendants' failure to provide Plaintiff and the Wage Statement Class with
27 accurate wage statements was knowing and intentional. Defendants had the ability to provide
28 Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided
29 wage statements they knew were not accurate. Defendants knowingly and intentionally put in
30 place practices which deprived employees of wages and resulted in Defendants knowingly and
31 intentionally providing inaccurate wage statements. These practices included Defendants' failure
32 to include all hours worked and all wages due.

33 153. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement
34 Class have suffered injury. The absence of accurate information on their wage statements has

1 prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and
2 mathematical computations to determine the amount of wages owed, and will cause difficulty and
3 expense in attempting to reconstruct time and pay records. Defendants' conduct led to the
4 submission of inaccurate information about wages and amounts deducted from wages to state and
5 federal government agencies. As a result, Plaintiff and the Wage Statement Class are required to
6 participate in this lawsuit and create more difficulty and expense for Plaintiff and the Wage
7 Statement Class from having to reconstruct time and pay records than if Defendants had complied
8 with their legal obligations.

9 154. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
10 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
11 violation occurred and one hundred dollars per employee per violation for each subsequent pay
12 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

13 155. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
14 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
15 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
16 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
17 Code section 226(a) and currently employed Wage Statement Class members have no adequate
18 legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing
19 unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants'
20 compliance with Labor Code section 226(a).

21 156. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage
22 Statement Class are entitled to recover the full amount of penalties due under section 226(e),
23 reasonable attorneys' fees, and costs of suit.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**

3 **LABOR CODE §§ 201, 202, AND 203**

4 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

5 157. Plaintiff incorporates by reference and re-alleges each and every allegation
6 contained in this pleading as though fully set forth herein.

7 158. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
8 employees of Defendants, covered by Labor Code sections 201 and 202.

9 159. An employer is required to pay all unpaid wages timely after an employee's
10 employment ends. The wages are due immediately upon termination or within seventy-two (72)
11 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
12 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
13 resignation. *Id.*

14 160. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time
15 Class, with all wages earned and unpaid prior to separation of employment, in accordance with
16 either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at
17 all relevant times within the limitations period applicable to this cause of action, Defendants
18 maintained a policy or practice of not paying hourly employees all earned wages timely upon
19 separation of employment.

20 161. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages
21 earned prior to separation of employment timely in accordance with Labor Code sections 201 and
22 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to
23 separation of employment in accordance with Labor Code sections 201 and 202, but intentionally
24 adopted policies or practices incompatible with the requirements of Labor Code sections 201 and
25 202. Defendants' practices include failing to pay at least minimum wage for all time worked,
26 overtime wages for all overtime hours worked, meal period premium wages, and/or rest period
27 premium wages. When Defendants failed to pay Plaintiff and the Waiting Time Class all earned
28

1 wages timely upon separation of employment, they knew what they were doing and intended to do
2 what they did.

3 162. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
4 Class are entitled to all wages earned prior to separation of employment that Defendants have yet
5 to pay them.

6 163. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are
7 entitled to continuation of their wages, from the day their earned and unpaid wages were due until
8 paid, up to a maximum of thirty (30) days.

9 164. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
10 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
11 earned prior to separation of employment.

12 165. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
13 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
14 wages owed under Labor Code section 203.

15 166. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their
16 unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and
17 reasonable attorney's fees and costs under Labor Code section 218.5.

18 **EIGHTH CAUSE OF ACTION**

19 **UNFAIR BUSINESS PRACTICES**

20 **BUSINESS & PROFESSIONS CODE §§ 17200, ET SEQ.**

21 **(Against All Defendants by Plaintiff and the California Class)**

22 167. Plaintiff incorporates by reference and re-alleges each and every allegation
23 contained in this pleading as though fully set forth herein.

24 168. The unlawful conduct of Defendants alleged herein constitutes unfair competition
25 within the meaning of Business and Professions Code section 17200. This unfair conduct includes
26 Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay
27 employees at least at the minimum wage rate for all hours which they worked; failure to pay
28 overtime wages for all overtime hours worked; failure to authorize or permit all legally required

1 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit
2 all legally required and/or compliant rest periods or pay rest period premium wages; failure to
3 indemnify all necessary expenditures or losses incurred in direct consequence of discharging
4 duties; failure to provide accurate wage and hour statements; and failure to timely pay all wages
5 due upon separation of employment. Due to their unfair and unlawful business practices in
6 violation of the Labor Code, Defendants have gained a competitive advantage over other
7 comparable companies doing business in the State of California that comply with their obligations
8 to pay minimum wages for all hours worked; pay overtime wages for all overtime hours worked;
9 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
10 wages; authorize or permit all legally required and/or compliant rest periods or pay rest period
11 premium wages; indemnify all necessary expenditures or losses incurred in direct consequence of
12 discharging duties; provide accurate wage and hour statements; and timely pay all wages due upon
13 separation of employment.

14 169. As a result of Defendants’ unfair competition as alleged herein, Plaintiff and the
15 California Class have suffered injury in fact and lost money or property, as described in more
16 detail above.

17 170. Pursuant to Business and Professions Code section 17203, Plaintiff and the
18 California Class are entitled to restitution of all wages and other monies rightfully belonging to
19 them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair
20 business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California
21 Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in
22 each of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable
23 attorney’s fees and costs under Code of Civil Procedure section 1021.5 and other applicable
24 statutes.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE, PLAINTIFF ON HER OWN BEHALF AND ON BEHALF OF**
3 **THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

4 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND**
5 **EIGHTH CAUSES OF ACTION:**

6 1. That the Court determine that this action may be maintained as a class action (for
7 the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of
8 Civil Procedure section 382 and any other applicable law;

9 2. That the named Plaintiff be designated as a class representative for the California
10 Class (and all sub-classes thereof);

11 3. For a declaratory judgment that the policies, practices, and/or procedures
12 complained herein are unlawful; and

13 4. For an injunction against Defendants enjoining them, and any and all persons
14 acting in concert with them, from engaging in each of the unlawful policies, practices, and/or
15 procedures set forth herein.

16 **ON THE FIRST CAUSE OF ACTION:**

17 1. That Defendants be found to have violated the minimum wage provisions of the
18 Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

19 2. For damages, according to proof, including but not limited to unpaid wages;

20 3. For any and all legally applicable penalties;

21 4. For liquidated damages pursuant to Labor Code section 1194.2;

22 5. For pre-judgment interest, including but not limited to that recoverable under Labor
23 Code section 1194, and post-judgment interest;

24 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
25 under Labor Code section 1194;

26 7. For pre-judgment interest, including but not limited to that recoverable under Labor
27 Code section 218.6, and post-judgment interest; and
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Dated: May 9, 2025

LAVI & EBRAHIMIAN, LLP

By: /s/ Daniel C. Keller
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Daniel C. Keller, Esq.
Attorneys for Plaintiff
ELIZABETH SANDOVAL
on behalf of herself and others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff ELIZABETH SANDOVAL demands a trial by jury for herself and the California Class on all claims so triable.

Dated: May 9, 2025

LAVI & EBRAHIMIAN, LLP

By: /s/ Daniel C. Keller
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Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
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ELIZABETH SANDOVAL
on behalf of herself and others similarly situated.